JACKSON
Founded 1829

AGENDA – CITY COUNCIL MEETING

June 14, 2022
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE – Invocation will be given by Fifth Ward Councilmember Karen Bunnell**

3. **ROLL CALL**.

4. **ADOPTION OF AGENDA**.

5. **PRESENTATIONS/PROCLAMATIONS**.

   A. **Neighborhood Impact Presentation – John Willis, Director of Diversity, Equity and Inclusion**

   B. **Drinking Water State Revolving Fund (DWSRF) Fiscal Year 2023 Water System Improvements Project Plan Presentation from Fishbeck**

6. **PUBLIC HEARINGS.**

   A. **Public Hearing and Resolution determining the necessity for street reconstruction and water main and sanitary sewer replacement on Oakridge Drive from Glen Drive to Grovedale Avenue**
      a. *Resolution ordering the construction and preparation of the special assessment roll.*

   B. **Public Hearing to receive citizen comments on the reallocation of CDBG funds to the Loomis Park/Boos Center improvements activity, adopt the resolution to amend the budget for fiscal years 2019-2020, 2020-2021, and 2021-2022, and authorize submission of the substantial amendment to HUD**

a. *Resolution to amend the fiscal years 2019/2020 (Year 45), 2020/2021 (year 46), and 2021/2022 (year 47) CDBG Budgets.*

C. Public Hearing and Resolution for the adoption of the final project plan for the City's application for the Drinking Water State Revolving Fund loan

a. *Resolution adopting a final project plan for water system improvement projects and designating an authorized project representative.*

7. CITIZEN COMMENTS. (3-Minute Limit)

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

A. Racial Equity Commission 2021 Minutes and Annual Report

B. Racial Equity Commission Notice of Sub-Committee and Committee Appointments

C. Human Relations Commission Meeting Minutes – January – April, 2022

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of May 24, 2022
Approve the minutes of the regular City Council Meeting of May 24, 2022.

B. Minutes of Budget Workshop on May 19, 2022
Approve the minutes of the budget workshop of May 19, 2022

C. Appointment to Administrative Hearings Bureau
Approve the Mayor's recommendation to appoint Frederick Bishop as an Administrative Hearings Officer for the City of Jackson's Administrative Hearings Bureau.

D. Special Event Application for the YPOP Explorers' Art in the Garden
Approve a request from the YPop Explorers to host their Art in the Garden event on June 25 on the streets of Jackson.

E. Special Event Application for the Ganson Street Baptist Church Kids Club
Approve a request from the Ganson Street Baptist Church to host their Kids Club June 27-30 on an empty lot in the City of Jackson.

10. OTHER BUSINESS.

A. Adoption of International Property Maintenance Code (IPMC)
Approve first reading of an ordinance amending Chapter 14 of the City of Jackson Code of Ordinances, by adopting the International Property Maintenance Code (IPMC) and further making appropriate amendments, deletions and additions thereto.

B. Personnel Policy
Approve the amendments to the City of Jackson Personnel Policy for employees.

C. Final Adoption of Ordinance No. 513
Approve second reading/final adoption of an ordinance granting a PILOT to Greenwood Limited Dividend Housing Association, LLC.

11. NEW BUSINESS.

A. Approval for the refurbishment of three V-box salt spreader inserts by Truck and Trailer Specialties of Howell, Michigan for a total cost of $54,359.80 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act
Approval for the refurbishment of three V-box salt spreader inserts by Truck and Trailer Specialties of Howell, Michigan for a total cost of $54,359.80 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

B. Sell City owned property located at 107 E. Ganson Street to Brian and Gregory Denison (Hitches and More, Inc.)
Approve the sale of City owned property located at 107 E. Ganson Street to Brian and Gregory Denison (Hitches & More, Inc.), and authorize the City Manager to execute property transfer documents.

C. Approval for the purchase of a John Deere Model 544P Wheel Loader, Caterpillar Model 304 Excavator, and a Caterpillar Model 440 Backhoe Loader for a total of $506,478.50 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act
Approval for the purchase of a John Deere Model 544P Wheel Loader, Caterpillar Model 304 Excavator, and a Caterpillar Model 440 Backhoe Loader for a total of $506, 478.50 (this included a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements are through MiDEAL contracts.

D. Changes to the Standard Lighting Contract for streetlights with Consumers

Energy for installation of one new streetlight at 504 Second Street
Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 504 Second Street and authorize the Mayor and City Clerk to execute the appropriate documents.

E. Changes to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 906 First Street
Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 906 First Street and authorize the Mayor and City Clerk to execute the appropriate documents.

F. Changes to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 407 W. Morrell Street
Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 407 W. Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents.

G. Approve the contract change order #2 with T & L Contracting, Inc., Lansing MI, for the removal of spent lime at the Water Treatment Plant
Approve change order #2 to the contract with T & L Contracting, Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant, at the price of $32.50/cubic yard. This is a change order to T & L Contracting, Inc.'s current contract, the original contract dated May 17, 2017.

H. Award contracts for the Fiscal Year 2022/2023 purchase of Water and Wastewater Treatment chemicals
Award the various water and wastewater treatment chemical purchases, as presented, via the annual supply bids.

I. Renewal of Liability and Property Insurance with Michigan Municipal League Liability & Property Pool
Approve the renewal of the City of Jackson's Liability and Property Insurance through the Michigan Municipal League's Liability & Property Pool in the amount of $593,417.00, and authorize the City Attorney to take any actions necessary to effectuate the policy.

J. Approval of a resolution to amend the Major Street Fund budget for the 2021/22 fiscal year
Approval of a budget resolution amending the Major Street Fund budget for fiscal year 2021/22.

K. NOORP Inspection Rate Clarification
Approve a resolution clarifying the inspection rates in the Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and

Registration approved at the City Council Meeting held on November 23, 2021.

L. Resolution to amend the CDBG budget for fiscal year 2021/2022 for General/Rehabilitation activities

Approve the resolution to amend the Community Development Block Grant (CDBG) budget for fiscal year 2021/2022 to budget excess program income in fiscal year 2021/2022 to the General and Rehabilitation Administration Activities.

M. Downtown Development Authority Budget, Fiscal Year 2022-2023

Approve the Downtown Development Authority 2022-2023 budget.

N. Downtown Development Authority Budget Amendments, Fiscal Year 2021-2022

Approve the Downtown Development Authority budget amendments for the 2021-2022 fiscal year.

O. Approve a resolution to exercise the City of Jackson's Right of First Refusal under PA 123 of 1999

Approve a resolution to exercise the City of Jackson's Right of First Refusal under PA 123 of 1999.

P. Approve a Purchase Agreement between the City of Jackson and Francis and Prospect LLC

Approve a Purchase Agreement between the City of Jackson and Francis and Prospect LLC for the acquisition of tax parcel 5-186300000 located adjacent to 1901 S. Martin Luther King Ave for the purchase price of $60,000 and allow the City Attorney and City Manager to make minor modifications to affect the purchase.

Q. Award to extend the City of Jackson Parks Department contract with Yamaha Golf Carts Plus from Chicago, Illinois for an additional five years in the amount of $81,049.92 a year

Award to extend the City of Jackson Parks Department contract with Yamaha Golf Carts Plus from Chicago, Illinois for an additional five years in the amount of $81,049.92.

R. Approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment as per Ordinance No. 2020-15

Approve conditional Phase One facility licenses for Wildwood Essence LLC. One Medical and one Adult Use Marihuana Class C Grower at 1623 Wildwood Avenue, per Ordinance No. 2020-15 and revoke the previously approved conditional Phase One Class B Grower license. Authorize the City Manager to sign the Development Agreement and make minor modifications as necessary.

S. Change Order 1 to the 21-11 Asphalt Pavement Crack Seal Contract

Approve Change Order 1 to the 21-11 Asphalt Pavement Crack Seal Contract with K&B Asphalt Sealcoating, Inc. in the increased amount of $26,925, to add new streets for necessary 2022 crack seal work, and authorize the City Manager and City Engineer to execute the appropriate document.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: **Drinking Water State Revolving Fund (DWSRF) Fiscal Year 2023 Water System Improvements Project Plan Presentation from Fishbeck.**

Recommendation:

Allow the presentation by Fishbeck for your consideration to pursue the Drinking Water State Revolving Fund for lead service line replacements, water main replacements, and capital improvement projects at the Water Treatment Plant.

Your consideration is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 14, 2022

RECOMMENDATION: Allow the presentation by Fishbeck for your consideration to pursue the Drinking Water State Revolving Fund for lead service line replacements, water main replacements, and capital improvement projects at the Water Treatment Plant.

SUMMARY

Allow for the presentation by Fishbeck for your consideration to pursue the Drinking Water State Revolving Fund for lead service line replacement water main replacements, and capital improvement projects at the Water Treatment Plant in the June 14th council meeting. A public hearing on the project plan will also be presented at the June 14th council meeting following the above-referenced presentation.

BUDGETARY CONSIDERATIONS

The estimated cost for construction of the proposed improvements in Year 1 is $16,550,000, Year 2 is $10,380,000 and Year 3 is $9,000,000. With the resulting annual debt payments of approximately $996,160 in Year 1, $624,781 in Year 2, and $541,718 in Year 3. The City of Jackson is eligible for the State of Michigan, Environment, Great Lakes and Energy's (EGLE) Disadvantaged Community Program. In the past years, EGLE has offered principal loan forgiveness to disadvantaged communities to lower the cost burden on system users.

HISTORY, BACKGROUND and DISCUSSION

As part of the DWSRF, the City of Jackson has qualified for disadvantaged status, which will aid in additional principal forgiveness therefore reducing the loans principal balance. This Project Plan focuses on replacing lead service lines and 4" water mains throughout the City of Jackson's water distribution 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.

Also included in this project will be the installation of mixers at the east and west elevated storage tanks, and the replacement of well pump motor starters with soft starters at all 16 source water wells. Additional capital improvements at the Water Treatment Plant include replacement of the lime and soda ash fill lines including installation of safety railings, replacement of old cast iron floor drains, and separation of sewer lines from the floor drains, installation of a flow meter on the existing return flow stream, conversion of part of Lagoon 5 for new backwash equalization storage and construction of an adjacent return flow pump station, and demolition of the existing backwash equalization tank and return flow pump station.

Starting May 12, 2022, a copy of the draft DWSRF Project Plan will be available for public review on the City of Jackson website.

POSITIONS

Allow for a presentation by Fishbeck for your consideration to pursue the Drinking Water State revolving Fund for Lead Service Line Replacement.

City of Jackson

Drinking Water State Revolving Fund
Project Plan Public Hearing
June 14, 2022

JACKSON
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fishbeck
Engineers | Architects | Scientists | Constructors

Drinking Water State Revolving Fund (DWSRF)

- Came from 1996 amendments to the Safe Drinking Water Act
- Administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE)
- Aimed to address the water quality needs of communities.
- Provides low-interest funding to assist in studies and improvements to drinking water systems.

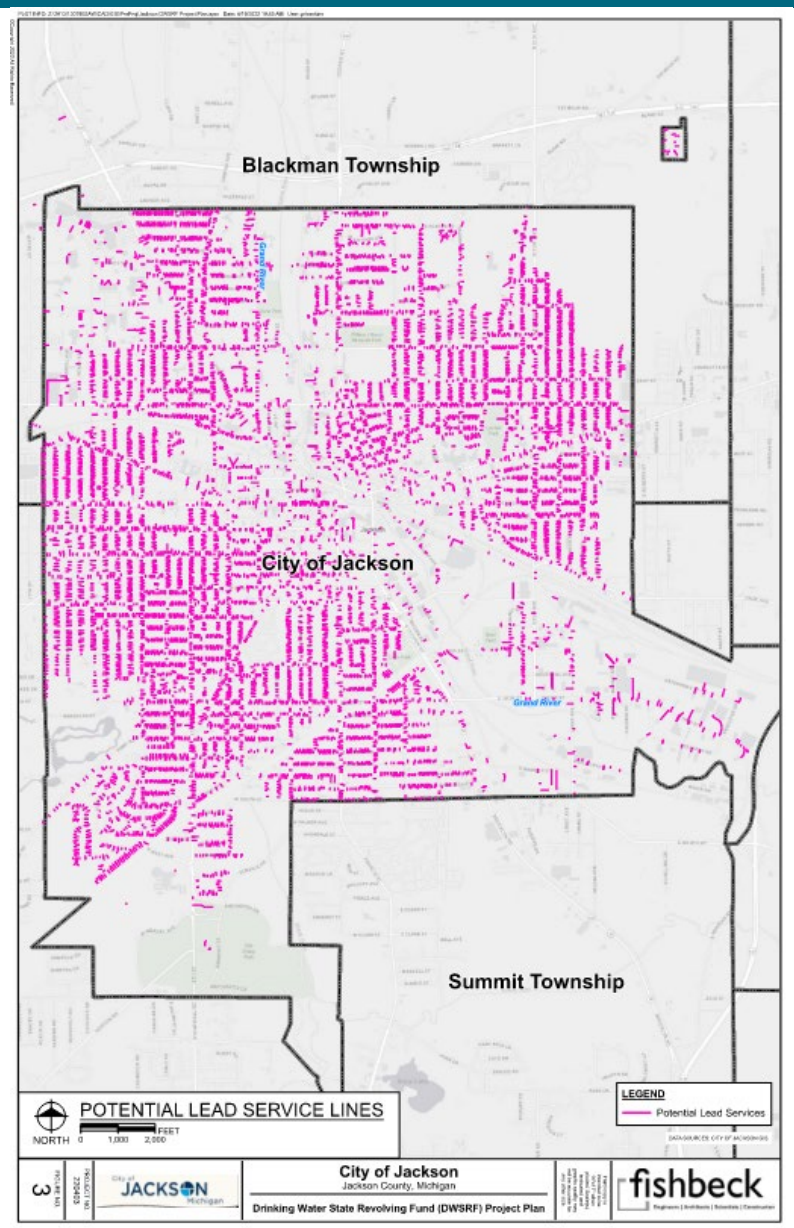
EGLE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

DWSRF Project Plan – Available on City Website

- Background Information
- Need for the Project
- Alternatives
- Evaluation of Impacts of the Project
- Mitigation of Direct and Indirect Environmental Impacts
- Public Participation, Meetings, and Comment

https://cityofjackson.org/water-department



Potential Lead Service Lines

Need for Project: Lead Services

- Lead water service lines are a known potential public health hazard.
- Replacement of potential lead service lines needed to comply with Safe Drinking Water Act.
- Replacements will be made on the City's and private property

Alternatives Considered: Lead Services

No Action

- Lead service lines no longer acceptable by regulators; not a principal alternative.

Optimization of Existing Facilities

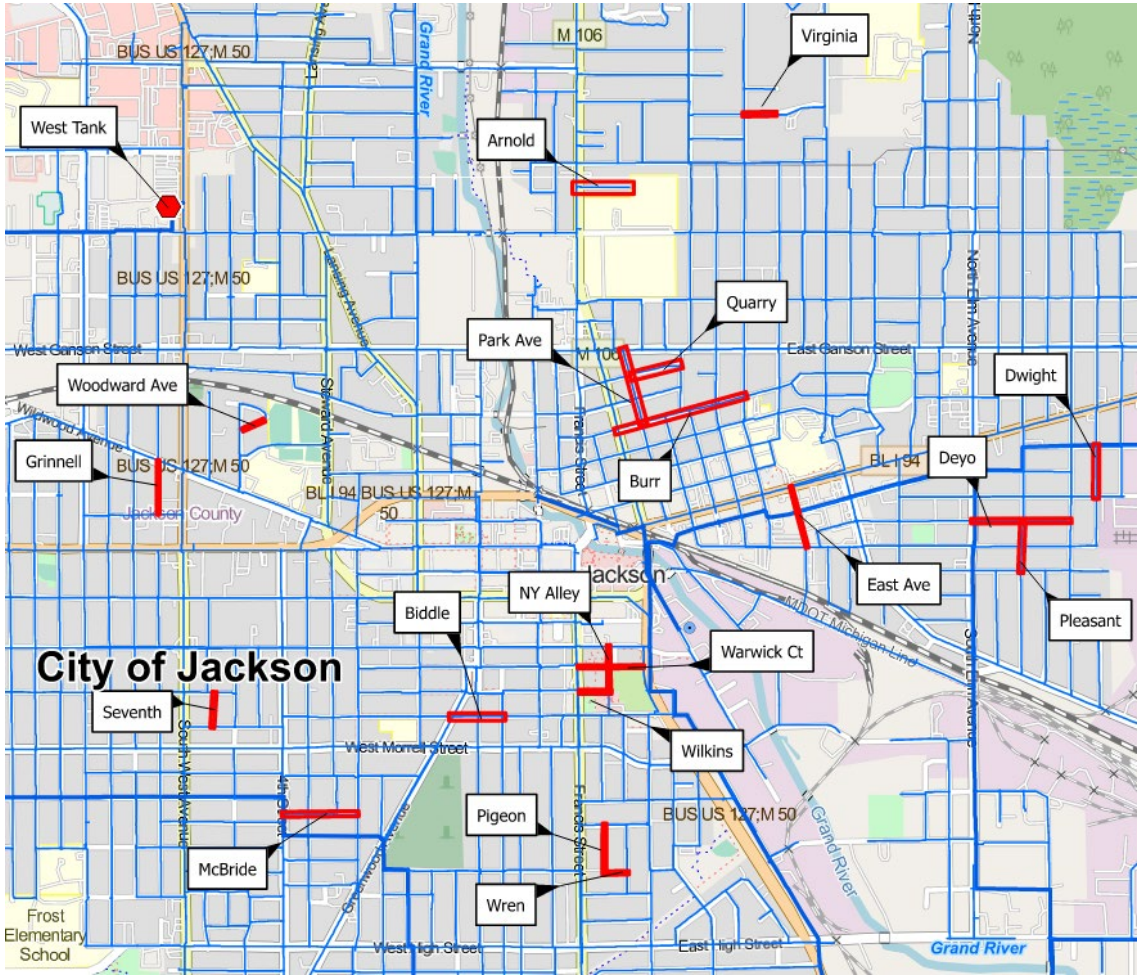
- No improvements can be made to the existing services to reduce health risks associated with lead.

Construction Alternative - New Services

- Lead service lines will be replaced.
- City staff to self-perform work since this is more affordable.

Regional Alternative

- Not applicable – there is no nearby municipality to serve these customers.



Water Main Replacements at Select Locations

Need for Project: Water Mains

- Selected 20 water mains for replacement over next two years.
- All replacements are 4-inch water mains. Undersized, constructed from cast iron, and over 50 years old.
- They are also prone to frequent failures and water main breaks.
- Failures and breaks decrease system reliability and increase operation and maintenance (O&M).

Alternatives Considered: Water Mains

No Action

- Mains are undersized and old; risk of main breaks, lost water, excessive headloss, decreased system pressure, and water quality problems will continue; therefore, not a principal alternative.

Optimization of Existing Facilities

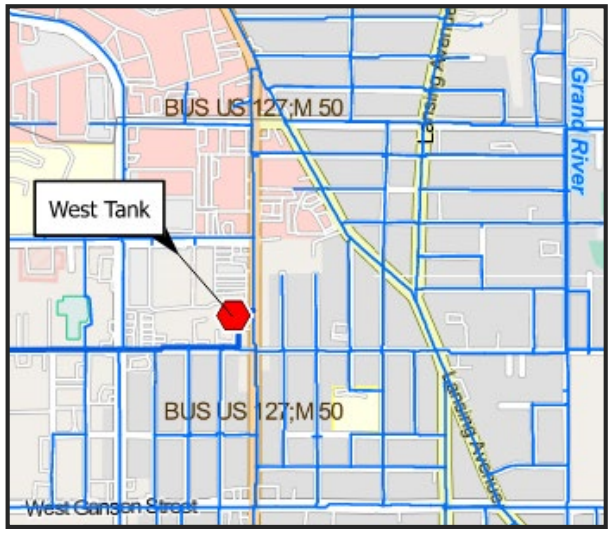
- Rehabilitation measures such as pipe lining are not considered cost-effective or practical in this case.

Construction Alternative – Water Main Replacement

- Approximately 14,000 lineal feet of 4-inch cast iron water main will be replaced, associated lead service lines will also be replaced.

Regional Alternative

- Not applicable – there is no nearby municipality to serve these customers.



East and West Elevated Tanks

Need for Project: Elevated Storage Tanks

- East and West elevated storage tanks are critical components in the distribution system.
- Reduced demand and decreased rate of turnover.
- Potential for icing during cold weather
- Increasing the risk of equipment damage and expensive repairs.

Alternatives Considered: Elevated Storage Tanks

No Action

- Challenges due to thermal stratification in the elevated tanks will continue; therefore, not a principal alternative.

Optimization of Existing Facilities

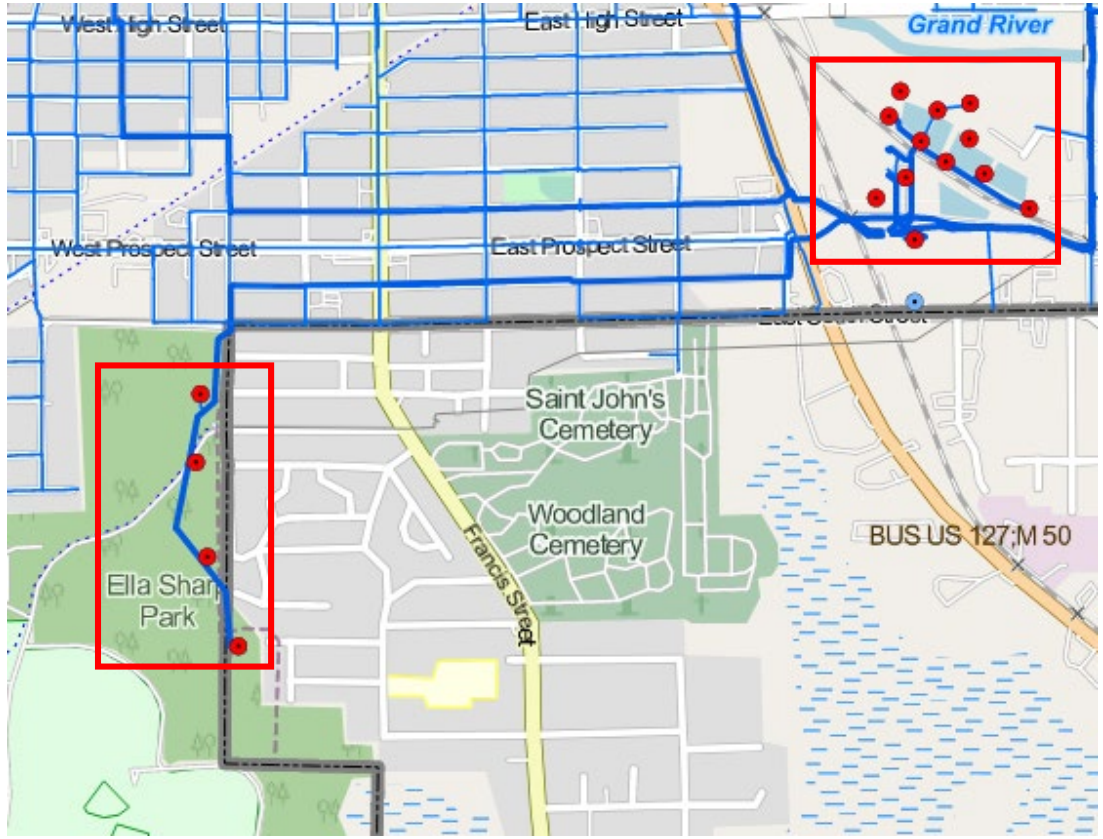
- Tanks would operate at reduced capacity to achieve turnover more frequently, reducing available storage for emergencies.

Construction Alternative – Mixing System Installation

- Mixing system would be installed in each tank to continuously mix the contents.

Regional Alternative

- Not applicable – there is no nearby municipality to serve these customers.



Need for Project: Well Pump Motors

- Sixteen water supply wells in the system.
- Pump motors do not have soft motor starters.
- Wear and tear on the motors and associated equipment due to the inrush current and torque.
- Potential for hydraulic transients which can lead to pressure surges and breaks.

Alternatives Considered: Well Pump Improvements

No Action

- Wear and tear on the motors and raw water main would continue.

Optimization of Existing Facilities

- Motor starters for all 16 water supply wells would be replaced with reduced-voltage, soft start motor starters.

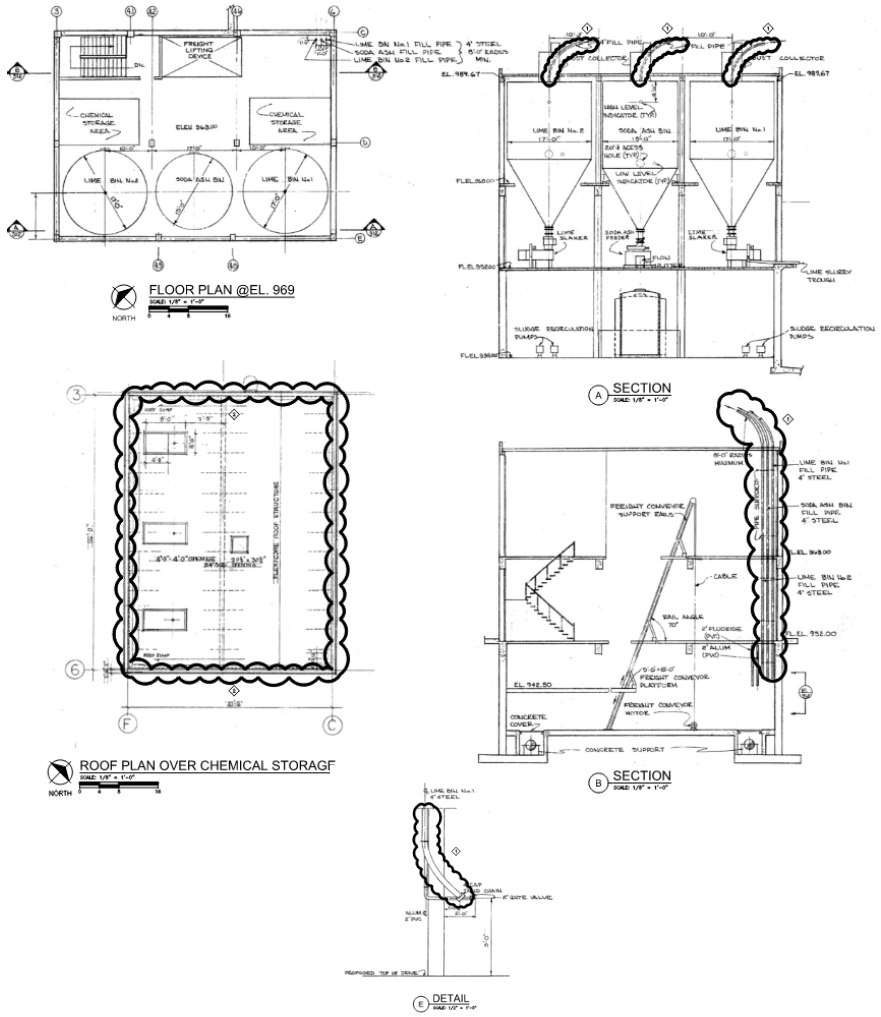
Construction Alternative

- Drilling and outfitting new wells would not solve the issue; therefore, not a principal alternative.

Regional Alternative

- Not applicable – there is no nearby municipality to serve these customers.

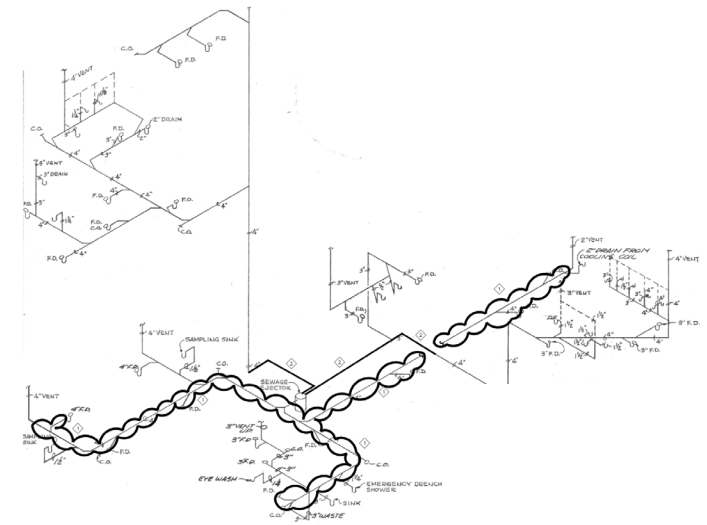
Need for Project: Water Treatment Plant (WTP)



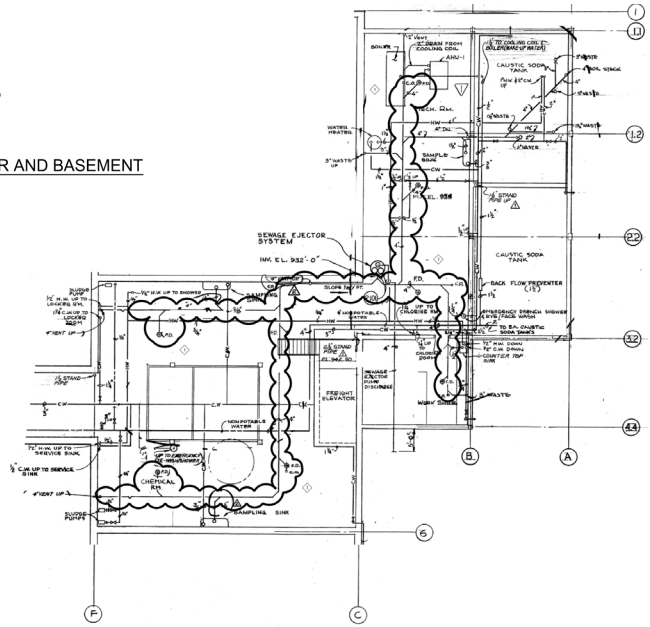
Lime and Soda Ash Fill Line Replacement

- Fill lines and supports are original to the plant and need replacement.
- Perimeter roof railing is needed for safety of project.

Need for Project: Water Treatment Plant (WTP)



DRAIN AND VENT PIPING DIAGRAM OPERATING FLOOR AND BASEMENT
NO SCALE

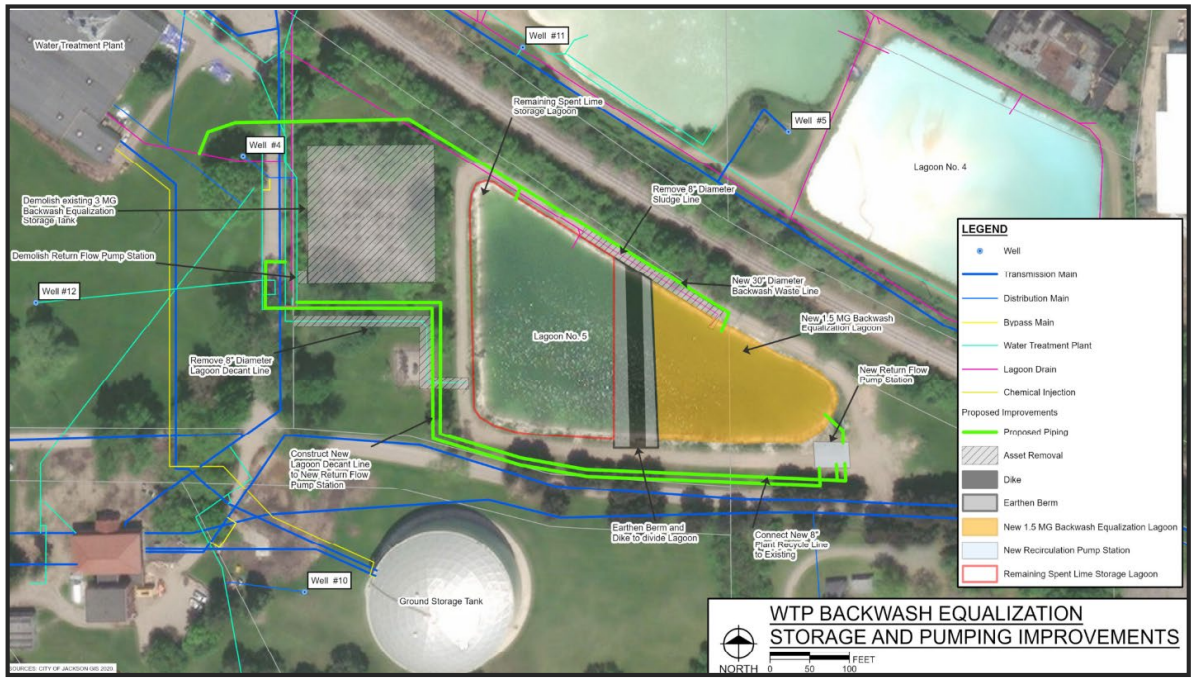


Cast Iron Floor Drains and Piping

Cast Iron Floor Drains and Piping

- Several older 4-inch cast iron floor drains in the basement of the WTP.
- Sanitary waste piping from above connected to these floor drains.
- When drains are clogged, sanitary waste floods the basement.

Need for Project: Water Treatment Plant (WTP)



Backwash Equalization Storage and Pumping Improvements

Backwash Equalization Storage Tank

- 3-million-gallon concrete tank, over 100 years old.
- Tank is deteriorated, with portions of the roof cracking, collapsing, and spalling, causing safety concerns.

Return Flow Pump Station

- Existing return flow pump station would likely be undermined during demolition of the existing backwash tank.
- New return flow pump station is proposed as part of tank replacement.

Return Flow Metering

- WTP returns backwash and lime sludge lagoon decant water for additional treatment.
- Only 10% of the total treated plant flow is allowed to be returned, no flow meter on the return flow stream to monitor.

Alternatives Considered: Water Treatment Plant

No Action

- WTP would lack needed equipment replacements to help sustain operation.
- Failure of key equipment would have significant operational impacts.

Optimization of Existing Facilities

Lime and Soda Ash System

- Replacement of feed lines; installation of perimeter railing on high roof.

Cast Iron Floor Drains and Piping

- Replacement of floor drains and piping; installation of new drains to separate sanitary.

Backwash Equalization Storage Tank

- A portion of Lagoon 5 would be converted for backwash equalization.
- Existing backwash equalization tank would be demolished and converted to additional lime storage lagoon space.

Alternatives Considered: Water Treatment Plant

Optimization of Existing Facilities (Continued)

Return Flow Pump Station

- Significant construction isolation, phasing challenges, and lack of isolation in consideration of existing backwash equalization tank; therefore, not a principal alternative.

Return Flow Metering

- Install an inline electromagnetic flow meter and flow bypass in the WTP basement.
- City has experienced, capable maintenance staff available to self-perform this work.

Alternatives Considered: Water Treatment Plant

Construction Alternatives

Lime and Soda Ash System, Cast Iron Floor Drains, Return Flow Metering

- Projects in existing WTP building, not reconstructed as part of any projects.

Backwash Equalization Storage Tank

- Would involve construction of new cast-in-place concrete storage tank.
- Material and labor costs are cost-prohibitive in relation to lagoon.

Return Flow Pump Station

- New return flow pump station and wet well constructed at the southeast corner of the new backwash equalization Lagoon 5.

Selected Alternatives

Project	Selected Alternative	Details	Estimated Project Cost
Lead Service Lines	New Service Lines	Replacement of potential lead service lines. Comply with Safe Drinking Water Act. City to self-perform work.	$18,000,000
Water Mains	Water Main Replacement	Approximately 14,000 lineal feet new ductile iron 8-inch watermains at 20 locations. Includes associated lead services replacement.	$11,270,000
Elevated Storage Tanks	Mixer Installation	Installation of mechanical mixer at East and West storage tanks.	$210,000
Well Pumps	Motor Soft Starter Installation	Replacement of the well pump motor starters with soft starters at 16 well locations.	$660,000

Selected Alternatives

Project	Selected Alternative	Details	Estimated Project Cost
Water Treatment Plant	Lime and Soda Ash Fill Line Replacement	Replacement of existing lime and soda ash fill lines from the chemical delivery area to the roof.	$640,000
	Cast Iron Floor Drain Replacement and Rerouting	Replacement of the basement cast iron floor drains, associated piping. Separation of the upstairs locker room and restroom sanitary waste lines from the basement floor drains.	
	Install Return Flow Meter in WTP	Installation of a new electromagnetic meter and bypass in the return flow line.	
	Repurpose Lagoon 5 for Backwash Equalization	Retrofit Lagoon 5 for backwash equalization storage. Demolition of the existing backwash equalization storage tank and return flow pump station.	$5,150,000
	Construct New Return Flow Pump Station		

Fiscal Year Cost Summary & User Cost

Debt retirement is 1.875% over 20 years.

City is qualified as a disadvantaged community.

Item	Year 1 (2023, 2nd Q)	Year 2(2024, 4th Q)	Year 4(2026, 2nd Q)
Projects Included	Lead service replacement Water main replacement Elevated storage tank improvements Well pump improvements WTP improvements	Water main replacement WTP improvements	Lead service replacement
Total Estimated Project Costs	$16,550,000	$10,380,000	$9,000,000
Estimated Annual Debt Payment	$996,160	$624,781	$541,718
Estimated Average Residential Bill Increase*	$11.73/per quarter	$4.37/per quarter	$4.74/per quarter
** Using an estimated 1,800 cubic feet/quarter*			

Social and Environmental Impacts Evaluation

Social Impacts

Short-term construction related impacts

Temporary construction job

Environmental Impacts

Will adhere to local, state, and federal regulations

- Mitigated by soil erosion and sedimentation control measures

Positive impact to operations and overall water system reliability

No impact to threatened or endangered species

No impacts to wetlands

Thank You

fishbeck

Engineers | Architects | Scientists | Constructors

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: June 14, 2022

SUBJECT: Public Hearing and Resolution determining the necessity for street reconstruction and water main and sanitary sewer replacement on Oakridge Drive from Glen Drive to Grovedale Avenue

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RECOMMENDATION:

Public hearing of necessity for street reconstruction and water main and sanitary sewer replacement on Oakridge Drive from Glen Drive to Grovedale Avenue.

A. Resolution ordering the construction and preparation of the special assessment roll.

A public hearing was established at the City Council's May 24, 2022 meeting for June 14, 2022. The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

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

C: Jonathan Greene, City Manager

RESOLUTION
STREET RECONSTRUCTION AND WATER MAIN AND SANITARY SEWER REPLACEMENT

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 22-8 and 22-12, the City Council has reviewed the report regarding the necessity of street reconstruction and water main and sanitary sewer replacement on Oakridge Drive from Glen Drive to Grovedale Avenue the following estimated costs, to wit:

Street Construction Assessments	**$ 60,000**
Local Street Funds	**$ 90,670**
Sanitary Sewer Funds	**$ 72,940**
Water Funds	**$ 88,168**
Total Project Cost	**$ 311,778**

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 14th day of June, 2022 at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the street construction is a necessary public improvement and directs staff to proceed with the street construction, in accordance with plans, maps, and specifications in the City Engineer's office; and

BE IT FURTHER RESOLVED that the City Assessor is ordered to assess the cost of said improvement to the property owners who benefit therefrom on a front footage basis and prepare an assessment roll covering this assessment district as soon as possible after the public improvement has been completed.

* * * * *

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

I, Andrea Muray., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 14th day of June, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 15th day of June, 2022.

_____
Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: Conduct a Public Hearing to Receive Citizen Comments on the Reallocation of CDBG Funds to the Loomis Park/Boos Center Improvements Activity, Adopt the Resolution to Amend the Budget for Fiscal Years 2019-2020, 2020-2021, and 2021-2022, and Authorize Submission of the Substantial Amendment to HUD

Recommendation:

Conduct a Public Hearing to receive citizen comments on the reallocation of CDBG funds to the Loomis Park/Boos Center Improvements activity, adopt the Resolution to Amend the Budget for Fiscal Years 2019-2020, 2020-2021, and 2021-2022, and authorize submission of the substantial amendment to HUD.

Attached is a memorandum from Shane LaPorte, Director of the Department of Neighborhood & Economic Development, recommending City Council conduct a Public Hearing to receive citizen comments on the reallocation of CDBG funds to the Loomis Park/Boos Center Improvements activity; adopt the Resolution to Amend the Budget for Fiscal Years 2019-2020, 2020-2021, and 2021-2022; and authorize submission of the substantial amendment to HUD.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood & Economic Operations

DATE: June 14, 2022

RECOMMENDATION: Conduct a Public Hearing to Receive Citizen Comments on the Reallocation of CDBG Funds to the Loomis Park/Boos Center Improvements Activity, Adopt the Resolution to Amend the Budget for Fiscal Years 2019-2020, 2020-2021, and 2021-2022, and Authorize Submission of the Substantial Amendment to HUD

SUMMARY

Conduct a Public Hearing to receive citizen comments on the reallocation of CDBG funds to the Loomis Park/Boos Center Improvements activity, adopt the Resolution to Amend the Budget for Fiscal Years 2019-2020, 2020-2021, and 2021-2022, and authorize submission of the substantial amendment to HUD.

BUDGETARY CONSIDERATIONS

A Resolution to reallocate $470,000 CDBG funds from various activities that are completed, canceled, or completed under budget is attached.

HISTORY, BACKGROUND and DISCUSSION

Jackson's Citizen Participation Plan requires the submission of a "substantial amendment" to the 2021-2022 Annual Action Plan when it proposes to change the original purpose, location, or class of beneficiaries of a previously-approved activity whose cost exceeds twenty (20%) percent of the entitlement amount for the current program year. This requires the creation of a substantial amendment report, followed by a 30-day period for citizen comment, and finally submission to HUD.

The Substantial Amendment provides detail regarding the reallocation process, the project to receive funding, and availability of the report for the public to review and comment. The 30-day comment period opened on May 14, 2022 and will end at the conclusion of the Public Hearing. No comments have been received today by staff.

DISCUSSION OF THE ISSUE

In August, 2020, the City of Jackson began a phased project to rehabilitate amenities at Loomis Park and its community center, the Boos Center. While most of the nation was struggling with the early stages of the COVID-19 pandemic and various emergency shutdowns, the City successfully rehabilitated the basketball courts in the park and replaced the aging roof system on the Boos Center in anticipation of undertaking a full rehabilitation.

In April 2021, the City hired the architectural firm, Covalle Group, after receiving seven responses to a Request for Proposals. The Covalle Group has worked with City staff in the Parks and Recreation and Neighborhoods and Economic Operations Departments to redesign the Boos Center and the Loomis Park playground. The City recently awarded a bid to Aladdin Electric to replace the antiquated HVAC system in the Boos Center gymnasium with CDBG-CV funds to increase its efficiency, long term resiliency, and ability to mitigate further coronavirus or other viral outbreaks.

The next phase in the project is to land balance the playground area between the Boos Center and East Ganson Street, replace the 20 year old wooden play structure with new ADA-compliant play equipment while establishing separate age-appropriate play areas for children aged 2 to 5, and 5 to 12. Further, the existing trails in this area will be improved and expanded, and a new covered pavilion added for family get-togethers and picnics.

POSITIONS

Requested action is for City Council to conduct a Public Hearing to receive citizen comments on the reallocation of CDBG funds to the Loomis Park/Boos Center Improvements activity, adopt the Resolution to Amend the Budget for Fiscal Years 2019-2020, 2020-2021, and 2021-2022, and authorize submission of the substantial amendment to HUD.

Attachments: Resolution
Substantial Amendment 2

City of Jackson, Michigan
Resolution to Amend the Fiscal Years
2019/2020 (Year 45), 2020/2021 (Year 46), and 2021/2022 (Year 47) 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), 2020/2021 (Year 46) and 2021/2022 (Year 47); and

WHEREAS, the City Council previously allocated funds for the Kitchen Incubator Program and Street Lighting in Year 45, Pre-Construction Design and Chalet Terrance in Year 46, and Cooley/Biddle Street Projects in Year 47; and

WHEREAS, the City Council desires to appropriate the unutilized funding from Years 45, 46, and 47 to be made available for use in Year 47 for Loomis Park Boos Center improvements.

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

CDBG Fund

			Increase		Decrease
REVENUE:					
286-000-047-695.045	Contribution from Year 45	$	157,933	$	-
286-000-047-695.046	Contribution from Year 46	$	102,445	$	-
		$	**260,378**	**$**	**-**
EXPENDITURES:					
286-733-045-831.063	Kitchen Incubator Program	$	-	$	7,451
286-722-045-829.012	Street Lighting	$	-	$	150,482
286-722-046-809.084	Pre-Construction Design	$	-	$	100,803
286-722-046-809.085	Chalet Terrace	$	-	$	1,642
286-722-047-809.086	Cooley: Morrell to Biddle	$	-	$	64,824
286-722-047-809.087	Biddle: Mechanic to MLK Jr. Dr	$	-	$	144,798
286-743-045-965.047	Contribution to Year 47	$	157,933	$	-
286-743-046-965.047	Contribution to Year 47	$	102,445	$	-
286-725-047-831.064	Loomis Park/Boos Center Rehab	$	470,000	$	-
		$	**730,378**	**$**	**470,000**

* * * * * *

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 14th day of June, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15th day of June, 2022.

By: _____
Andrea Muray *City Clerk*

JACKSON

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Substantial Amendment 2 to the 2021-2022 Annual Action Plan

Community Development Block Grant

The attached document is a draft report. Please display until

Tuesday, June 14, 2022

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

Dept of Neighborhood & Economic Operations
ATTN: Michelle L. Pultz-Orthaus
161 W Michigan Ave, Jackson, MI 49201

Prepared by:

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

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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Substantial Amendment 2
to the
2021 – 2022 Annual Action Plan,
Year Two of the
2020 – 2024 Five Year Consolidated Plan

Executive Summary

In August, 2020, the City of Jackson began a phased project to rehabilitate amenities at Loomis Park and its community center, the Boos Center. While most of the nation was struggling with the early stages of the COVID-19 pandemic and various emergency shutdowns, the City successfully rehabilitated the basketball courts in the park and replaced the aging roof system on the Boos Center in anticipation of undertaking a full rehabilitation.

In April 2021, the City hired the architectural firm, Covalle Group, after receiving seven responses to a Request for Proposals. The Covalle Group has worked with City staff in the Parks and Recreation and Neighborhoods and Economic Operations Departments to redesign the Boos Center and the Loomis Park playground. The City recently awarded a bid to Aladdin Electric to replace the antiquated HVAC system in the Boos Center gymnasium with CDBG-CV funds to increase its efficiency, long term resiliency, and ability to mitigate further coronavirus or other viral outbreaks.

The next phase in the project is to land balance the playground area between the Boos Center and East Ganson Street, replace the 20 year old wooden play structure with new ADA-compliant play equipment while establishing separate age-appropriate play areas for children aged 2 to 5, and 5 to 12. Further, the existing trails in this area will be improved and expanded, and a new covered pavilion added for family get-togethers and picnics.

To determine the budget needed to complete this phase, the project was bid without a contract awarded. Only one firm, R. W. Mercer, responded to the request for bids and submitted a total amount of $1,442,995. Negotiation ensued after the bid opening to find ways to reduce the total amount by adjusting some of the original items requested, which now stands at $1,288,892.

General Information

Grantee Name:	City of Jackson, Michigan
Department Administering Funds:	Neighborhood & Economic Operations
Contact:	Lena Gray, Grant Coordinator 161 W Michigan Ave Jackson, MI 49201 (517) 768-6461 lgray@cityofjackson.org
Authorized Official	Daniel Mahoney, Mayor 161 W Michigan Ave Jackson, MI 49201 (517) 788-4028 dmahoney@cityofjackson.org
Website:	www.cityofjackson.org
Amount of CDBG Funds Available: **Amount of CDBG Reallocation Request:**	$ 535,980 $ 470,000 **$1,005,980**
Grant No.:	B21-MC260021

Action Plan Amendments

AP-20 Annual Goals/Objectives – increase the budget for Public Facilities/Infrastructure from $1,111,980 to $1,581,980.

Sort Order	Goal Name	Category	Needs Addressed	Funding
1	Public Facilities/Infrastructure	Non-Housing Community Development	Street Reconstruction Park Improvements	CDBG: $1,111,980 470,000 **$1,581,980**

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

AP-35 Projects – Increase the Loomis Park / Boos Center Improvement from $535,980 to $1,000,956.

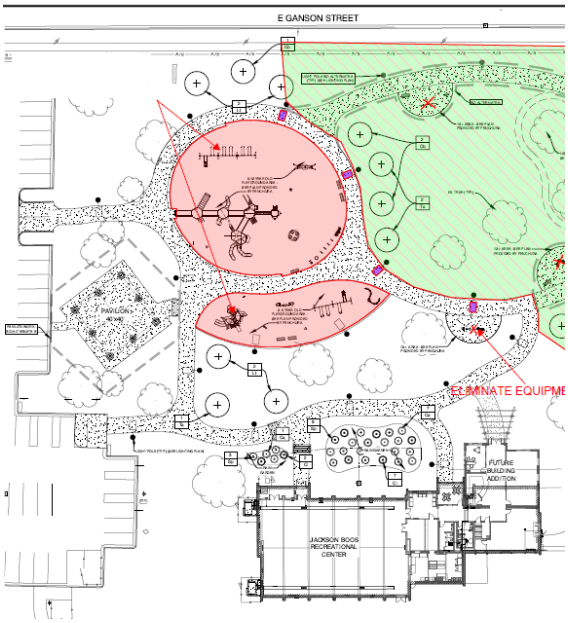
2	**Project Name**	Loomis Park / Boos Center Improvements
	Target Area	
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Public Facilities/Infrastructure
	Funding	CDBG: $ 535,980 470,000 $1,005,980
	Description	The rehabilitation needs of the Boos Center, a much loved and well-used neighborhood community center, are currently under assessment and will be prioritized by need. A new playground system just outside the Boos Center may also be replaced to improve the safety and accessibility of all residential children in the area.
	Target Date	June 30, 2023
	Estimate the number and type of families that will benefit from the proposed activities	Loomis Park is located in the middle of Census Tract 4, Block Group 5. According to the 2021 Low/Mod Income Summary Data (LMISD), the percentage of low- to moderate-income residents in this area is 50%. The park's service area is not limited to Census Tract 4, Block Group 5; in fact, it is a very popular recreation destination for residents in the one-half mile surrounding area. The one-half mile radius around Loomis Park includes all five (5) Block Groups in Census Tract 4; Census 12, Block Groups 2 and 3; and Census Tract 69, Block Groups 1 and 3. When combined, this area is 61.11% low- to moderate-income residents. Approximately 4,950 low- to moderate income persons reside within a one-half mile radius of Loomis Park.
	Location Description	The address for the Boos Center is 210 Gilbert Street, Jackson, MI.
	Planned Activities	Replacement of the playground equipment in Loomis Park, addition of new and/or improved trail system, and ground balancing to improve the safety and accessibility of neighborhood families.

Proposed Project

The Boos Center currently sits below the playground grade. Land balancing will remove a significant amount of soil between the Boos Center and East Ganson Street to transform the sudden drop in grade level to a gentle slope, eliminating the need for steps. The excavation level will range from 12 inches to 6.5 feet of ground removal.

In 2000, the community provided the impetus for the current wooden playground structures through both fundraising and volunteer labor. Even though park staff performs regular maintenance on the structures, they have deteriorated over the years, which results in significant cost to the park. Parents have found the playground layout and structure types have become a haven for unsavory and unlawful activities as there are many places to hide. The new playground will be open, using Americans with Disability Act (ADA) compliant play equipment, with separate age-appropriate areas for children to play. Barrier-free, paved trails will be installed to increase the accessibility for all persons, no matter their age or physical ability.

2020 Aerial Photo

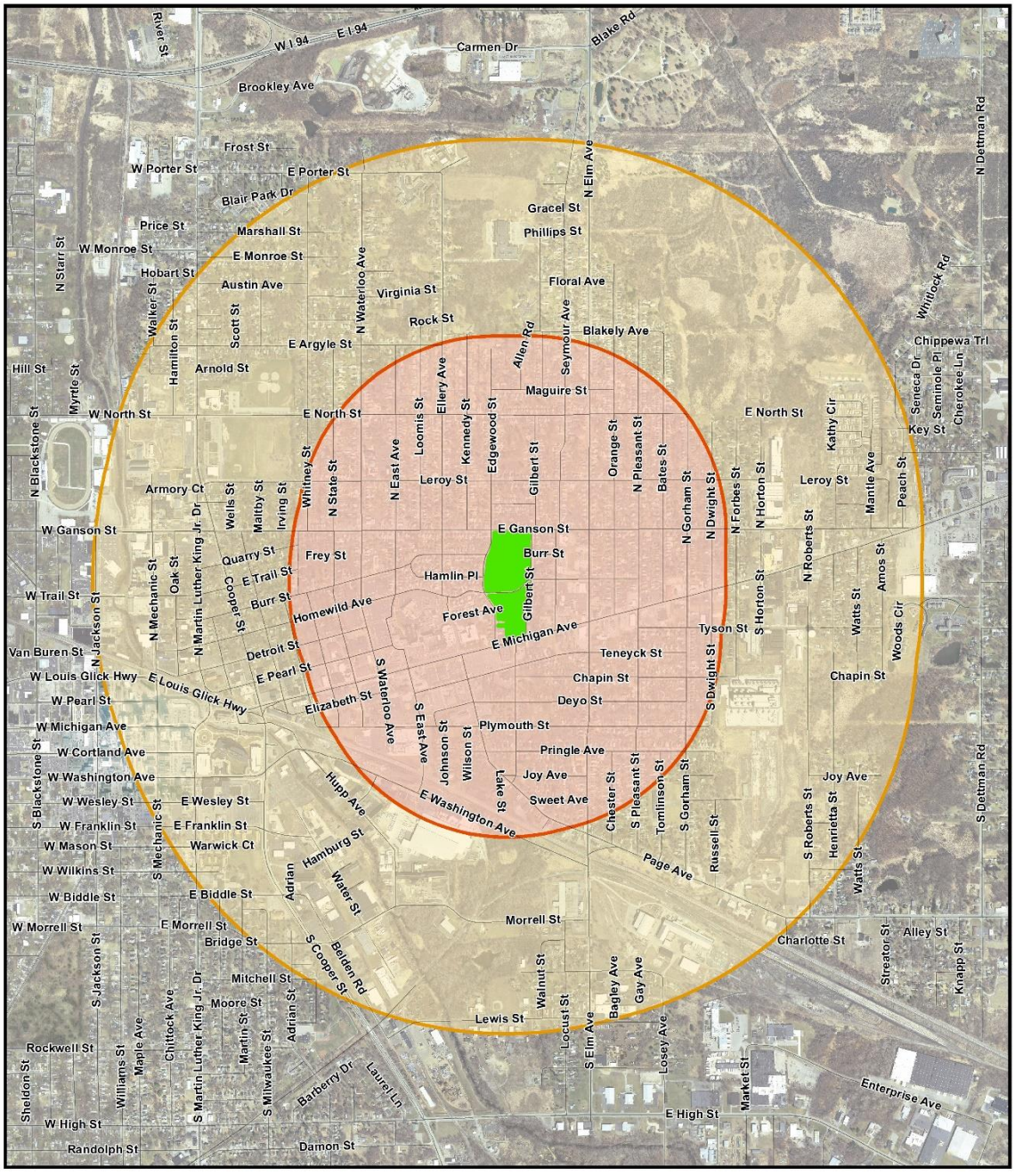


2022 Playground Plans

A new pavilion will be relocated in the park after the old pavilion is demolished. Future plans will add an extension of the trail on the east side of the playground which will also include fitness pods as funds become available.

Service Area

Loomis Park is located in the middle of Census Tract 4, Block Group 5. According to the 2019 Low/Mod Income Summary Data (LMISD), the percentage of low- to moderate-income residents in this area is 50%. The park's service area is not limited to Census Tract 4, Block Group 5; in fact, it is a very popular recreation destination for residents in the surrounding area. The picture below provides both a one-half and one mile radius from the park; the Parks Director determined most people who use the park live within one-half mile. One block to the east of the park is the John George Home whose elderly, indigent residents take great delight in using the park as well as the many families in this densely populated area.


W I-94
E I-94
Carmen Dr
Blake Rd
Brookley Ave
Frost St
W Porter St
E Porter St
Blair Park Dr
Price St
Marshall St
W Monroe St
E Monroe St
Hobart St
Austin Ave
Virginia St
Rock St
E Argyle St
Arnold St
Hill St
W North St
E North St
Armory Ct
W Ganson St
E Ganson St
Burr St
Frey St
Quarry St
E Trail St
Hamlin Pl
W Trail St
Homewild Ave
Forest Ave
E Michigan Ave
Van Buren St
Detroit St
E Pearl St
W Louis Glick Hwy
E Louis Glick Hwy
Elizabeth St
W Pearl St
W Michigan Ave
W Cortland Ave
W Washington Ave
E Washington Ave
W Wesley St
E Wesley St
W Franklin St
E Franklin St
W Mason St
Warwick Ct
W Wilkins St
W Biddle St
E Biddle St
W Morrell St
E Morrell St
Bridge St
Mitchell St
Moore St
Rockwell St
Lewis St
Morrell St
Pringle Ave
Joy Ave
Sweet Ave
Plymouth St
Deyo St
Chapin St
Teneyck St
Tyson St
Leroy St
Maguire St
Gracel St
Phillips St
Floral Ave
Blakely Ave
Page Ave
Charlotte St
Alley St
Enterprise Ave
E High St
W High St
Randolph St
Damon St
Hupp Ave
Hamburg St
Water St
Belden Rd
Barberry Dr
Laurel Ln
Chippewa Trl
Key St
Peach St
Mantle Ave
Kathy Cir
Whitlock Rd
N Dettman Rd
S Dettman Rd
Woods Cir
Amos St
Watts St
Henrietta St
Streator St
Knapp St
Russell St
Joy Ave
Chapin St
Yellow River
N Blackstone St
S Blackstone St
N Jackson St
S Jackson St
N Mechanic St
S Mechanic St
Oak St
N Martin Luther King Jr Dr
S Martin Luther King Jr Dr
Cooper St
S Cooper St
Wells St
Maltby St
Irving St
Whitney St
N State St
N East Ave
S East Ave
Loomis St
Ellery Ave
Kennedy St
Edgewood St
Allen Rd
Seymour Ave
Gilbert St
Orange St
N Pleasant St
S Pleasant St
Bates St
N Gorham St
S Gorham St
N Dwight St
S Dwight St
N Forbes St
N Horton St
S Horton St
N Roberts St
S Roberts St
Johnson St
Wilson St
Lake St
Chester St
Tomlinson St
Adrian St
Waterloo Ave
S Waterloo Ave
N Elm Ave
S Elm Ave
Walnut St
Locust St
Bagley Ave
Gay Ave
Losey Ave
Market St
Seneca Dr
Seminole Pl
Cherokee Ln
Scott St
Hamilton St
Walker St
Myrtle St
N Starr St
Milwaukee St
Maple Ave
Chittock Ave
Williams St
Sheldon St
Mechanic St
Jackson St
Blackstone St
Dettman Rd
Waterloo Ave
Elm Ave
Dwight St
Gorham St
Pleasant St
Roberts St
Horton St
Forbes St
Elizabeth St
Plymouth St
Pringle Ave
Joy Ave
Sweet Ave
Chapin St
Deyo

1/2 Mile Radius

CT	BG	Population	LMI Pop	% LMI
4	1	620	205	33.06%
4	2	1450	920	63.45%
4	3	735	435	59.18%
4	4	495	335	67.68%
4	5	910	455	50.00%
12	2	770	625	81.17%
12	3	1040	670	64.42%
69	1	885	390	44.07%
69	3	1195	915	76.57%
	Total:	**8100**	**4950**	**61.11%**

Source: 2021 Low-Mod Income Summary Data

The City's Parks & Recreation Department offers a variety of classes and activities for all age groups, from tumbling classes for 2 and 3 year olds to "Active Aging" programs geared for seniors. Ward and neighborhood group meetings occur on a monthly basis, as well as the "Rose City Harmonica Club" practice sessions. Other activities include an indoor soccer camp, birthday parties or baby showers on Saturdays, a City of Jackson voting site, and adult drop-in basketball on Fridays. The Boos Community Center also serves as a warming center during winter months and a cooling center during summer months. Work will create a more suitable living environment by improving the availability and accessibility to the playground, trails, and community center.

IDIS Matrix Code:	03E – Neighborhood Facilities
Description:	Modernization of the Loomis Park Playground and trails to make ADA-compliant.
National Objective:	Low/Mod Area (LMA) 24 CFR 570.208(a)(1) Activities providing benefits that are available to all the residents of a particular area, at least 51% of whom are low/mod income. The service area encompasses a one-half mile radius of Loomis Park, with a low/mod percentage equating to 61.11%
Budget:	**$1,005,980**

Citizen Participation

Notice of the Substantial Amendment and June 14, 2022 public hearing was published in the *Jackson Citizen Patriot* and the *Jackson Blazer*. Hard copies of the Substantial Amendment were distributed to the following locations for review:

City of Jackson
Neighborhood & Economic Operations
161 W Michigan Ave, 3rd Floor
Jackson, MI 49201

City of Jackson
City Clerk's Office
161 W Michigan Ave, 1st Floor
Jackson, MI 49201

Shahan-Blackstone North Apartments
109 Shahan Dr
Jackson, MI 49202

Reed Manor
301 Steward Ave
Jackson, MI 49201

Jackson District Library
Carnegie Branch
224 W Michigan Ave
Jackson, MI 49201

Chalet Terrace
316 Barberry Dr
Jackson, MI 49203

Community Action Agency
1214 Greenwood Ave
Jackson, MI 49203

An electronic copy of this Substantial Amendment was also available on the City's website at http://www.cityofjackson.org/332/Grant-Reports. The public comment period began on May 14, 2022 and ended June 14, 2022. The public was afforded an opportunity to provide comments directly to the Grant Coordinator and/or through the public hearing before the Jackson City Council at its regular meeting on June 14, 2022.

Public comment to be determined.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: **Public Hearing and Resolution for the adoption of 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 14th, 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, and principal forgiveness. This Project Plan focuses on replacing lead service lines and 4 " water mains throughout the City of Jackson's water distribution 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.

Also included in this project will be the installation of mixers at the east and west elevated storage tanks, and the replacement of well pump motor starters with soft starters at all 16 source water wells. Additional capital improvements at the Water Treatment Plant include replacement of the lime and soda ash fill lines including installation of safety railings, replacement of old cast iron floor drains, and separation of sewer lines from the floor drains, installation of a flow meter on the existing return flow stream, conversion of part of Lagoon 5 for new backwash equalization storage and construction of an adjacent return flow pump station, and demolition of the existing backwash equalization tank and return flow pump station.

Beginning May 12, 2022, 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 completed a presentation of the project plan on June 14th during the City Council Meeting.

A. **Approval of the Resolution to adopt the City of Jackson Drinking Water State Revolving Fund final Project Plan.**

Your consideration and concurrence is appreciated.

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

Memo

TO: Jackson City Council

FROM: Fishbeck

DATE: May 25, 2022 **PROJECT NO.:** 220403

RE: Jackson DWSRF Project Plan – City Council Agenda Packet Cover for June 14, 2022

Background

On behalf of the City of Jackson (City), Fishbeck has prepared a Project Plan to apply for Fiscal Year 2023 Drinking Water State Revolving Fund (DWSRF) funding from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Summary of Proposed Improvements

- Replacement of lead service lines to comply with the Safe Drinking Water Act.
- Replacement of approximately 14,000 lineal feet of old, 4-inch cast iron water mains, including associated lead service lines.
- Installation of mixers at the east and west elevated storage tanks.
- Replacement of well pump motor starters with soft starters at all 16 source water wells.
- Improvements at the Water Treatment Plant (WTP):
    - Replacement of the lime and soda ash fill lines including installation of safety railings.
    - Replacement of old cast iron floor drains, associated piping, and separation of sewer lines from the floor drains.
    - Installation of a flow meter on the existing return flow stream.
    - Conversion of part of Lagoon 5 for new backwash equalization storage and construction of an adjacent return flow pump station.
    - Demolition of the existing backwash equalization tank and return flow pump station.

Project Costs

The estimated projected cost for construction of the proposed improvements is provided within the Table 1 below:

Table 1 – Summary of Projects and Total Estimated Costs

Item	Year 1	Year 2	Year 4
EGLE Fiscal Year and Quarter	2023, 2nd quarter	2024, 4th quarter	2026, 2nd quarter
Projects Included	Lead service line replacement	Water main (and associated lead service line) replacement	Lead service line replacement
	Water main (and associated lead service line) replacement	WTP: Conversion of a portion of Lagoon 5 for backwash equalization storage, return flow pump station	

Table 1 – Summary of Projects and Total Estimated Costs

		construction, demolition of existing backwash equalization tank	
	Elevated storage tank improvements		
	Well pump improvements		
	WTP: Lime and soda ash system, basement floor drains and piping, and return flow metering		
Total Estimated Project Costs	$16,550,000	$10,380,000	$9,000,000

The City has the ability to implement the selected alternatives. The City owns and operates the water supply, treatment, and distribution system. The proposed projects will occur within the City. No amendments to any water service agreements will be necessary. All financial and loan-related work will be handled by the City's Financial Department. The City's plan is to increase water rates to raise the revenue necessary to pay for any debt. EGLE has determined the City is eligible for the Disadvantaged Community Program. In the past years, EGLE has offered principal loan forgiveness to disadvantaged communities to lower the cost burden on system users.

The fiscal year 2023 (2nd quarter) projects include lead service line replacement, water main replacement, elevated storage tank improvements, well pump improvements, and WTP improvements (lime and soda ash system, basement floor drains and piping, and return flow metering), and have an estimated cost of $16,550,000 with an estimated annual debt payment of $996,160. This increase is an estimated $11.73/per quarter on the average residential bill using an estimated 1,800 cubic feet/quarter.

The fiscal year 2024 (4th quarter) projects include water main replacement and WTP improvements (conversion of a portion of Lagoon 5 for backwash equalization storage, return flow pump station construction, demolition of existing backwash equalization tank), and have an estimated project cost of $10,380,000 with an estimated annual debt payment of $624,781. This increase is an estimated $4.37/per quarter on the average residential bill using an estimated 1,800 cubic feet/quarter.

The only fiscal year 2026 (2nd quarter) project is lead service line replacement, which has an estimated project cost of $9,000,000 with an estimated annual debt payment of $541,718. This increase is an estimated $4.74/per quarter on the average residential bill using an estimated 1,800 cubic feet/quarter.

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WATER SYSTEM IMPROVEMENT PROJECTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS, the City of Jackson recognizes the need for Water System Improvement Projects (Selected Alternatives); and

WHEREAS, the City of Jackson authorized Fishbeck to prepare a Project Plan, which recommends the above Water System Improvement Projects (Selected Alternatives); and

WHEREAS, said Project Plan was presented at a Public Hearing was held on June 14, 2022, 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 Water System Improvement Projects (Selected Alternatives) consisting of the lead service line replacements, water main replacements, elevated storage tank mixer installation, well pump motor soft starter installation and the water treatment plant improvements;

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 projects 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 Water System Improvement Projects (Selected Alternatives).

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, Jackson County and State of Michigan, certify that the above Resolution was adopted by the Jackson City Council at a regular meeting held on June 14, 2022. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

_____

Andrea Muray, City Clerk

CITY OF JACKSON MICHIGAN

Racial Equity Commission

161 W. Michigan Ave. • Jackson, MI 49201
517-788-4167 • www.cityofjackson.org

MEMO TO: The Honorable Mayor and City Councilmembers

FROM: Kesha Hamilton, Racial Equity Commission Chairperson

DATE: Monday, May 16, 2022

SUBJECT: Submission of Racial Equity Commission Minutes and 2021 Annual Report

The Racial Equity Commission voted and approved the submission of its 2022 meeting minutes and the 2021 Annual Report.

The commission also moved to have the minutes of each month forwarded to the Council and the City Manager to keep you informed on the work and strategy of the Racial Equity Commission. The minutes are also posted on the City Website for public review and transparency.

KH/jlw

Attachments (9)

cc: REC Members
John Willis, Chief Equity Officer

CITY OF JACKSON HUMAN RELATIONS COMMISSION

JACKSON
Founded 1829

RACIAL EQUITY COMMISSION

"Racially Revolutionizing Jackson"

Annual Report
April 2021 – December 2021

Prepared by Chair, Kesha Hamilton

Table of Contents

Letter from Chair, Kesha Hamilton

Vision, Mission, and Motto

2021 Racial Equity Commissioners

Racial Equity Commission Subcommittees Purpose

2021 Racial Equity Commission Activities & 2022 Goals

2022 Budget Narrative

2022 Budget Request

Exhibit A – Facing Race Request

Letter from Chair, Kesha Hamilton

Racial Equity Commission
Jackson, MI

RE: 2021 Annual Report

Greetings Mayor Mahoney & Distinguished City Councilpersons,

What an amazing first year the Racial Equity Commission has had. Commissioners received notice of their appointment to the Racial Equity Commission during the first quarter of 2021. On April 6, 2021, we held our first meeting.

Our first elected officers were Chair Kesha Hamilton, Vice-Chair Donita Bentley, and Secretary Daveda Quinn. Of note, Kesha and Donita were involved at the ground level in reviewing this ordinance, making changes, and suggesting edits before the ordinance was unanimously approved by the August 2020 sitting City Council members.

We hit the ground running, scheduling our strategic planning meeting, creating goals for the year, and creating our vision, mission and motto; "Racially Revolutionizing Jackson". We created sub-committees from issues we identified during our strategic planning meetings.

We quickly identified the large education gap around racial equity that exists that our work would be tedious, and require much research, historical knowledge, and partnership with the community. While working toward our first year's specific goals, we also set out on an information-sharing campaign.

We made appearances at all 4 of the Southside Summer Fests, and we partnered with each of the City Council members to hold listening and information-sharing sessions in their Wards. We also participated in the Quest Southeast Jackson Lions Club Celebration of Life event.

Our chair, Kesha Hamilton, also joined the DEI Chief John Willis in Grand Rapids as a speaker during their Michigan Municipal League conference. As the first in the state Racial Equity Commission, we lead the way and set an example that we hope other communities will follow.

We're also intentional about having representation from all groups impacted by racial inequity. One example of this has been the establishment of reading of the Land Acknowledgment at our meetings. We are also actively seeking ways to ensure that all minority groups negatively impacted by racial inequities are represented at this table. We have interviewed over 25 individuals in our search for those who would best help drive the mission, vision, and purpose of the Racial Equity Commission, and we intend to include many of them on our subcommittees.

We have focused on Year 2; we will begin vetting RFQ proposals for the Racial Equity Action plan soon. We are looking to develop our board and take some education and exploratory trips to other communities where their Racial Equity-like commissions are doing well. We look forward to joining forces with the many groups, DEI officers, businesses, and organizations around Jackson working towards racial equity.

We have much to do, and we are thankful for the full support of the City Council as we work toward a 'racially revolutionized Jackson'!

Sincerely,
Kesha Hamilton
Chair

Racial Equity Commission Mission, Vision, and Motto

Mission

To transform city policies, practices, and processes to awaken, educate, train, and activate ALL to invest in interrupting and reversing racism, the impacts of racism and racial prejudice wherever encountered.

Vision

A vibrant city free of structural racism, actively engaged in eliminating racial prejudice and repairing the harm caused by racial inequities to achieve equity for Jackson's historically marginalized, disenfranchised and oppressed citizens of color in personal, social, educational, economic, systemic and structural arenas.

Motto

To Racially Revolutionize Jackson

Commissioners

Kesha Hamilton, Chair
Donita Bentley, Vice Chair*
Daniel Mahoney, Commissioner*
Lee Hampton, Commissioner*
Jackie Barber, Commissioner**
Jacob Inosencio, Vice Chair**
Michael Johnson, Commissioner**

Ex-Officio - Appointed

Daveda Quinn, Secretary, NAACP Delegate
Freddie Dancy, City Councilmember
John Willis, Chief Equity Officer

Ex-Officio - Statutory

*Resigned
**Newer Members

2021 REC Sub-Committees & Purpose

Contract/Purchasing/Vendors

Policy/Procedure/Internal Review

Board development

Board Development purpose - to identify areas in need of development for commissioners to ensure that we are best equipped to fulfill our roles. This commission will also be responsible for finding and recommending resources and or organizations that are best equipped to fulfill any identified needs.

Housing/Mobility

The **Housing** committees' purpose is to ensure that we have fair, equitable, and available housing that lines up with city ordinance policies or is created to line up with fair, equitable, and accessible practices.

This commission will also accept and work with any appropriate city employees to review housing complaints – with the intention to possibly mediate resolutions so renters can stay in the rental unit. This subcommittee also hopes to form a relationship with landlords to ensure that their concerns are heard and met while also ensuring that landlord applications and practices are in line with city ordinances.

The **Mobility** committees' purpose is to ensure that we have fair, equitable, and accessible mobility that lines up with city policies or is created to line up with fair and equitable practices. This includes but is not limited to working with the city to extend bus times and bus routes into the county at outside city-limit businesses where city residents work.

Public Communications

Grants Committee

Nominations

Nominations purpose - to review and recommend willing and qualified applicants for a seat on the commission. This commission will review applications, craft appropriate questions, recommend applicants to the entire commission, interview applicants and submit desired applicants to Mayor for approval and appointment.

2021 Racial Equity Commission Activities & 2022 Goals

The Racial Equity Commission and its commissioners was as impacted by COVID restrictions as most other organizations and individuals. In addition to it being our first year, initial zoom meetings only, changing priorities of initial commissioners based on varying life circumstances which lead to us losing 3 commissioners and the need to replace them, we also had varying interpretations of the ordinance to translate as we fully understood the specifics of our responsibility and role.

City Council graciously gave us additional time, based on the aforementioned, to meet our 180-day foundational ordinance goal. We have accomplished that goal with the release of our RFQ and are on track to see the second phase of that work begin.

Below is a loose timeline of tangible accomplishments but keep in mind that this commission was created to 'foster equity, inclusion and racial reconciliation… responsible for reviewing city policies, practices, budget and other matters that it determines to be appropriately related to addressing racism and racial inequities to make recommendations to the city manager and city council on ways to promote racial justice and racial equity in the city.'

We realized quickly the need to educate the community on who we are, why we're here, what we're here to do and how the community can support us. We began a listening session campaign based on the suggestion of our Chair and recognized how important this initial step was and how it will be a necessary practice as we continue along. We also created, with the help of our DEI Chief Officer, a 1-page infographic that has been instrumental during our listening session circuit.

A few other projects we worked on were offering edits to the Citizens Police Oversight Commission, the city Vendor policies, and also weighed in heavily on the Aggressive Solicitation Ordinance.

We've turned our attention to 2022 and realize that our board needs development in order to fulfill our roles. We're looking to get each of us training in racial equity awareness so that we're all working from factual and historical knowledge. We hope to visit neighboring communities that have been active for longer than ourselves.

Addressing racial inequities, while it is a 400+ year old battle, the tools required to address it in each given era are ever-evolving, the strategies for each community while varied are also similar, the mistakes are common and the wins can be significant – but without having those conversations with others who have been in this longer than us – we do ourselves a disservice.

With that in mind in 2022, in addition to delivering our Racial Equity Action Plan to City Council, we expect this year to be a year of board development, continuing to

educate the community and a high focus on collaboration with our community leaders locally, statewide and in neighboring states.

We're committed to positioning the Racial Equity Commission of the City of Jackson as a beacon that other communities can model themselves after. We're committed to only reinventing the wheel when absolutely necessary and we're committed to results.

We appreciate the support of City Council, are hopeful that we've expressed our vision for 2022, and request your continued support as we improve racial equity within our community.

Condensed List of 2021 Activities

April 2021

First meeting by the initial REC commissioners.

May/June/July/August 2021

Input and edit on the Citizens Police Oversight Commission
Reviewed Action Plans from neighboring states in preparation for creating our own.
Created Sub-Committees
Created 1-page info graph
Decided on Listening Session Campaign
- 3 Weekend Summerfest Participation events – part of our Listening session campaign
- Visited 5 of 6 wards throughout the rest of the year
- Appearance on JTV with Chair and Commissioner Barber

September – December 2021

Continued Listening Session Campaign throughout the fall
Completed RFQ Review
Offered Edits to the City Vendor Policies
Established partnership with city for social media sharing
Interviewed over 20 people to add to the vacant seats
Added 2 new members to the commission

2022 Budget Narrative

The below budget is submitted on behalf of the Racial Equity Commission. Of note, in 1978 the HRC – Human Relations Commission of the city of Jackson's budget was $38,000. While the focus of our groups are similar, past and present conditions support that extraordinary difficulty in advancing racial equity.

This note in the budget amount in 1978 highlight is not to draw a comparison between the vital work that both the HRC and Racial Equity Commission engage in, but rather highlights that in 1978 the city of Jackson gave $38,000 to a commission for it to accomplish the great work it engages in.

We're in the year 2022 with a decidedly same strength or worse racial divide than in 1978. The amount listed in this budget is the bare minimum, yet would go a long way toward ensuring that this commission is able to accomplish the tasks of helping the city of Jackson to become Racially Equitable.

We are looking to provide board development and training to our board members, we realize that much confusion is present not only in our understanding of racial equity but also in addressing that at the city level. We hope to take this commission on a couple of day trips or possibly an overnight trip to other commissions/groups who are doing the work we're involved in. While we are the first Racial Equity Commission in the state we are not the first to be doing this work in Michigan or the surrounding states.

We're also looking to bring all individuals who are working in the city of Jackson on Racial Equity and DEI together with city leadership, education leaders, criminal justice leaders (prosecutor's office, court officer, etc.), business owners, etc. to 'meet and greet'. We're developing our program around this based on our budget but we recognize the power of the collective response, the power of shared ideas, resources, and the power of information.

We're planning to create an Equity Seal for businesses to display – aside from the design of the seal and the criteria that we're developing - we plan to use this event to also unveil the findings from our forthcoming racial equity audit. The data within it will support the criteria of the Equity Seal allowing us some tangibles that can be delivered and accomplished as we commit to becoming a racially equitable city.

And lastly, any one of us who was fortunate to attend Facing Race: Race Forward in November of 2018 can attest to the powerful and life-c experience it provided. I directly

credit it with giving me the idea of how we might address racial equity in the city of Jackson – which eventually resulted in establishing the Racial Equity Commission. Our request is that the city sent 3 Racial Equity Commissioners to Facing Race this year – a letter is attached as Exhibit A for more info on it.

We greatly appreciate the support unanimous and intentional support of our Mayor, City Manager, and City Council as we work together to *Racially Revolutionize Jackson*.

Kesha Hamilton
Chair, Racial Equity Commission

2022 Racial Equity Commission Budget Request

Project Planned	Proposed Amount	Current	Total
Board Development & Training	$5000	0	$5000
Meet and Greet City leaders etc.	$5000	0	$5000
Equity Seal Project Unveiling	$5000	0	$5000
3 Seats Sponsored of the REC for Race Forward: Facing Race *Estimate* **Facing Race Breakdown attached**			$4773.42*
Total			**$19773.42***

Exhibit A

Facing Race Request

Dear Mayor, City Manager and Jackson City Councilpersons,

We would like to attend Facing Race, the largest multiracial, intergenerational conference for racial justice advocates. Facing Race is presented by Race Forward, an organization with nearly 40 years of advancing racial justice through research, media, and practice.

Facing Race will be held November 17-19, 2022 at the Phoenix Convention Center in Phoenix, Arizona and virtually via the CVENT platform. This conference only takes place once every two years, so this is the time for our organization to take part in helping our country face race!

Who attends Facing Race?

The people who attend Facing Race have one thing in common: they are committed to racial equity and racial justice. The individuals who attend this conference do their work in
a variety of ways; some are organizers, academics, students, artists, and they work in for-profit and non-profit sectors, representing organizations of all sizes.

What happens at Facing Race?

For three days, I will have access to a transformative experience. There are four different workshop tracks: Organizing and Advocacy, Inclusive Democracy, Arts, Media & Culture, and Racial Identities and Innovation. The workshops will include topics on:

- Housing
- Healthcare
- Immigration
- Education
- Mass Incarceration
- Tribal Sovereignty
- LBGTQ (Art, youth, community organizing)
- Labor / Minimum wage

- Multi-Faith Movements
- Media (Implicit Bias, Media, Framing, Internet)
- Arts (Art as activism)

In addition to the valuable learning that will help our work continue in the right direction,
there will be opportunities to connect with others who can strengthen and support our work.

How much does it cost to attend Facing Race, and what does that include?

Not only is attending Facing Race right for our organization, it is cost-effective and a value. There are several attendance levels. However, the Sustainer level is designed for individuals where their organization is contributing to their cost of attendance.

Sustainer Full conference access	$550
Sustainer - ONLINE ONLY Online content conference access	$200

This registration includes full access to conference materials, and breakfast and lunch on Friday & Saturday, November 18th & 19th. Early bird rates are available through March 15th, 2022.
Discounted room rates will be available.

Sheraton Downtown Phoenix For standard single and double rooms.	$189.00 + 12.57 tax
Renaissance Phoenix Downtown Hotel For standard single and double rooms	199.00 +12.57% tax

Because registration within an organization can be transferred, there is no risk that our organization will not be able to take advantage of this opportunity. But we should register today!

Here is an estimate of the costs associated with attending Facing Race:

Airfare: Starting at 415

roundtrip x3 = 1245

Transportation: 1 rental

car - $489

Hotel: 403.14x3 = 1209.42

Meals: Per diem dinner rate $30 x 3 for 2 nights $180

Conference Ticket: $550 x3 = 1650

Total expense request: $4773.42

The cost above reflects 3 Racial Equity Commissioners being able to attend the Facing Race Conference. It does not include the dinner per diem rate, and that rate would need to be added to the above cost – remembering we are requesting this for 3 commissioners.

Testimonials

You can find comments from those who attended past Facing Race conferences and read what they had to say about their experience by visiting https://facingrace.raceforward.org/.

Thank you for your consideration.

Kesha Hamilton, Chair
Racial Equity Commission

RACIAL EQUITY COMMISSION MEETING MINUTES

April 5, 2022 LOCATION: City Hall, City Council Chambers

CALL TO ORDER:

The Racial Equity Commission met in person at City Hall, in accordance with State and Federal guidelines. The meeting was called to order at 4:02 p.m. by Chair Kesha Hamilton.

ROLL CALL:

Present: DEI Officer John Willis, Chair Kesha Hamilton, Secretary Daveda Quinn, Vice Chair Jacob Inosencio, Commissioners Jacqueline Barber, Freddie Dancy, and Leticia Albarran. Absent: Commissioner Michael Johnson.

LAND ACKNOWLEDGEMENT:

Read by Chair Hamilton.

ADOPTION OF THE AGENDA:

Chair Hamilton asked for a motion to accept the agenda, Motion made by Commissioner Barber and seconded by Commissioner Dancy. Vote – Yeas: Commissioners Willis, Quinn, Inosencio. Hamilton, Barber, Dancy and Albarran. Nay: None, Motion carried. No discussion.

CITIZEN COMMENTS:

Kesha read the rules (standards of conduct) 3 minutes for comments.

Several guest today. David left his contact information for his new Credit Repair business.

APPROVAL OF THE PREVIOUS MEETING MINUTES:

A motion was made to approve the March meeting minutes with corrections by Commissioner Willis and seconded by Commissioner Inosencio. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

COMMUNITY LIAISON POLICE OFFICER REPORT:

Officer Holly Rose spoke with us today The Cadet program need new people and the application are opened to May 6th. Cadet graduation is May 6, 2022. A application was left with us.

COMMITTEE REPORTS:

Nominating Committee met this month.

A motion was made to appoint appointees to subcommittees by Commissioner Inosencio and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

A separate motion was made to appoint appointees to each of the 8 Committees. (See motions items 3, 4, 5,8,9). Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

Below are the members of each committee as voted on today.

a. Board Development Committee – (have not met)

Kesha Hamilton, Freddie Dancy, Jacqueline Barber, Thomas Burke, Jerry Ross,

b. Policy and Procedure Committee – (have not met)

Freddie Dancy, John Willis, Daren McClelland Jr., and Darren Hammontree

c. Contract and Purchasing Committee – (have not met)

Daveda Quinn, Jacob Inosencio, Kelly Osbourne, and Jacqueline Barber

d. Nominating Committee – Chair Commissioner Quinn (we discussed some potential committee members and the need to set a date to review them).

Daveda Quinn, Kesha Hamilton, Freddie Dancy

e. Public Communications Committee – (have not met)

Kesha Hamilton, John Willis, Michael Johnson, and Leticia Albarran

f. Housing and Mobility Committee – (have not met)

Daveda Quinn, Jacob Inosencio, and Mark Kelly

g. Grants Committee – New

John Willis, Jacqueline Barber, Jacob Inosencio, Kathleen Conley, and Patricia Freundl

h. Education Committee-New

Leticia Albarran, Kesha Hamilton, John Willis, and Jacob Inosencio

A motion was made to add new member Katima Dickerenson to the REC, her appointment must be made the City Council. Commissioner Inosencio and seconded by Commissioner Albarran. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

A motion was made to appoint Heather Truman as an Ex-Officio to the REC by Commissioner Dancy and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

A motion was made to accept all the Board Committees by Commissioner Willis and seconded by Commissioner Inosencio. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

OLD BUSINESS:

a. Commissioner Willis said that Shelly Allard is putting together several businesses to look at the Neighborhood Development and Impact Project. Two weeks from today (4/19/2022) it will be present at the City Council Meeting. We can give support if we like to.

b. RFQ update: The RFQ changes were made, and it is posted on the City of Jackson's website and has over 120 hits.

c. The Commissioners are ready for the recording of Racism Commercial. Several dates in May were given (2,9,16,23,30) at 3:30pm to do the video. We looked over the script and its good with revisions.

d. Chair Hamilton wrote up a great letter for the ARPA Funds for RE-Investment of Ward 1 and we will use it.

A motion was made to accept the letter with any revisions from Kesha to present to the City Council for the April 19th meeting by Commissioner Inosencio and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

e. Strategic Plan- The plan is available and hopefully everyone had a chance to review it. We have several things to do. F/criteria- establish the criteria, find a artist and choose a reveal date. (Need an equity seal). Have a DE&I meet and greet in mid -August (establish a list of people and businesses for the event). May 14th we will have a strategic planning lunch at Lean Rocket 9-1pm. Jacob will follow up with the library. John will follow up with the City Manager regarding workers getting trained and DE&I for new hires.

f. 2021-2022 Annual report is completed and looks good. Thanks Chair Hamilton

A motion was made to accept Chair Hamilton's Annual Report for 2021 by Commissioner Barber and seconded by Commissioner Dancy. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

NEW BUSINESS:

a. Shirts Sizes selected and Swag requests made.

COMMISSIONER COMMENTS:

Commissioner Inosencio would like to have a Latino celebration in September of this year. He and Commissioner Albarran will work on it.

ADJOURNMENT: Motion to adjourn, at 6:00pm. Motion made by Commissioner Inosencio and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Inosencio, Hamilton, Dancy, Albarran, and Barber. Nay: None, Motion carried. No discussion.

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RACIAL EQUITY COMMISSION MEETING MINUTES

March 1, 2022

CALL TO ORDER:

The Racial Equity Commission met in person at City Hall, in accordance with State and Federal guidelines. The meeting was called to order by Chair Kesha Hamilton.

ROLL CALL:

Present: Michael Johnson, John Willis, Kesha Hamilton, Jacob Inosencio, Freddie Dancy, and Jackie Barber.

Absent: Daveda Quinn

LAND ACKNOWLEDGEMENT:

Read by Chair Hamilton and will be read at every meeting.

ADOPTION OF THE AGENDA:

A motion to adopt the agenda was made by Commissioner Willis and seconded by Commissioner Johnson. Vote – Yeas: Commissioners Hamilton, Willis, Inosencio, Johnson, Barber, and Dancy. Nay: None, Motion carried.

CITIZEN COMMENTS:

No Citizen Comment

APPROVAL OF THE PREVIOUS MEETING MINUTES:

A motion was made to approve the previous meeting minutes by Commissioner Inosencio and seconded by Commissioner Willis. Vote – Yeas: Commissioners Hamilton, Willis, Inosencio, Johnson, Barber, and Dancy. Nay: None, Motion carried.

COMMUNITY LIAISON POLICE OFFICER REPORT:

Police Report given by Office Jason Y.
Three academy recruits were discussed as was the structure of academy training. Two officers in week long mental health crisis de-escalation training. Commissioner Hamilton asked about Department wide DEI Training. Commissioner Johnson asked about the reported on 1 to 2 hour department wide annual average of mental health training.

PRESENTATION:

Commissioner John Willis gave a report on Urban Renewal, the divestment from the south side due to red lining, and racist land acquisitions by the government. Loss of homeownership and lack of access to capital for home maintenance driving the lack of access to generational wealth was discussed. The resiliency of the community and the people being red-lined was noted and celebrated. The importance of reinvestment, including but not limited to the use of ARPA funds, and the importance that would have for driving racial Equity progress in the City of Jackson was discussed.

COMMITTEE REPORTS:

Board Development Committee — Current: Freddie and Kesha, add John and Jackie
Policy and Procedure — Current: Freddie and Kesha
Contract and Purchasing — Current: Daveda, add Jackie
Nominating Committee — Current: Freddie, Kesha, and Daveda
Housing and Mobility — Current: Kesha and Daveda, add John and Jacob
Public Commission — Current: Kesha, add John, Jacob, and Michael
Grants — Jackie, add John and Jacob

Commission Hamilton asked for a motion to nominate Leticia Albarran to be recommended by the Mayor to the REC. Commission Inosencio moved, Commission Willis supported. Vote – Yeas: Commissioners Hamilton, Willis, Inosencio, Johnson, Barber, and Dancy. Nay: None, Motion carried.

Commission Willis moved to establish an education committee, Commission Barber seconded. Vote – Yeas: Commissioners Hamilton, Willis, Inosencio, Johnson, Barber, and Dancy. Nay: None, Motion carried. Kesha, Jacob, and John were added.

Discussion about the Jackson High Valedictorian guidelines and the historical and current racism embedded in standardized test scores.

Commission Willis moved to send a letter to the Jackson High Board of Education (amended) to inquire about the process of dropping down to one valedictorian. Commission Johnson seconded. Vote – Yeas: Commissioners Hamilton, Willis, Inosencio, Johnson, Barber, and Dancy. Nay: None, Motion carried.

OLD BUSINESS:

Racism commercial is waiting for all commissioners to be able to establish a date and include new members.

City ARPA funds use was discussed.

The 2022 Strategic plan/timeline for completion was discussed.

Commission Willis moved to adopt the strategic plan with amendments, Commission Barber seconded. Vote – Yeas: Commissioners Hamilton, Willis, Inosencio, Johnson, Barber, and Dancy. Nay: None, Motion carried.

NEW BUSINESS:
Annual report will be reviewed at the next meeting.

COMMISSIONER COMMENTS:
Commissioner Comments reflected collegiate alliances.

ADJOURNMENT:
Commissioner Inosencio moved to adjourn at 6:20pm Commissioner Barber seconded. Vote – Yeas: Commissioners Hamilton, Willis, Inosencio, Johnson, Barber, and Dancy. Nay: None, Motion carried.

RACIAL EQUITY COMMISSION MEETING MINUTES

February 1, 2022

CALL TO ORDER:

The Racial Equity Commission met in person at City Hall, in accordance with State and Federal guidelines. The meeting was called to order at 4:02 p.m. by Vice Chair Jacob Inosencio.

ROLL CALL:

Present: DEI Officer John Willis, Secretary Daveda Quinn, Vice Chair Jacob Inosencio and Jacqueline Barber. Absent: Chair Hamilton on a excused vacation, Commissioners Dancy and Johnson.

LAND ACKNOWLEDGEMENT:

Read by Vice Chair Inosencio.

ADOPTION OF THE AGENDA:

Vice Chair Inosencio asked for a motion to accept the agenda, Motion made by Commissioner Barber and seconded by Commissioner Quinn. Vote – Yeas: Commissioners Willis, Quinn, Inosencio. Nay: None, Motion carried. No discussion.

CITIZEN COMMENTS: Kesha read the rules (standards of conduct) 3 minutes for comments.

One citizen today. No comments.

APPROVAL OF THE PREVIOUS MEETING MINUTES:

A motion was made to approve the January meeting minutes by Commissioner Baber and seconded by Commissioner Quinn. Vote – Yeas: Commissioners Willis, Quinn, Barber, and Inosencio. Nay: None, Motion carried. No discussion.

COMMUNITY LIAISON POLICE OFFICER REPORT:

Deputy Chief Garcia gave a report this month. Police department promoted two new Detectives, trained officers on de-escalation methods, the Cadet program need new people to apply, they have started a new pilot program at Parkside Middle School for

a 6-graders that is due to start in March 2022. The new position is still available for the Community Liaison person for the police department.

COMMITTEE REPORTS: Nominating Committee met this month.

a. Board Development Committee – Chair Commissioner Dancy (have not met)
b. Policy and Procedure Committee – No Chair (have not met)
c. Contract and Purchasing Committee – No Chair (have not met)
d. Nominating Committee – Chair Commissioner Quinn (we discussed some potential committee members and the need to set a date to review them).
e. Public Communications Committee – Chair Commissioner Hamilton (have not met)
f. Housing and Mobility Committee – Chair Commissioner Quinn (have not met)

OLD BUSINESS:

a. Summary report of the listening sessions are almost completed, Ms. Gunn is the only Council person whose Ward has not had a meeting yet.
b. RFQ update: The RFQ changes were made, and it's posted on the City of Jackson's website and has over 120 hits.
c. The Commissioners are not ready for the recording of Racism Commercial. Motion was made to table the scheduling of the recording by Commissioner Barber and seconded by Commissioner Willis. Vote – Yeas: Commissioners Willis, Baber, Quinn, Inosencio. Nay: None, Motion carried. No discussion.

NEW BUSINESS:

a. We are planning the 2022 Committee's. Add the new Commissioners (Barber and Inosencio.) Jacob wants to be added to the Contract/Purchases/Vendors and Board Development Committees. (Put the chairs of these committees in the notes so we can choose what committees we chair. The roles of the committees are in last year's notes.
b. ARPA funds are available from the City and the REC is interested in getting some of those funds. We need to decide which od the five areas we would like the funds from. We would like 10% of the budget. The timeline for the funds to be spent is December 31, 2026. Motion was made by Commissioner Willis to approve funds in advance and talk with the City Manager to hold funds for us and it was seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Barber, Inosencio and Dancy. Nay: None, Motion carried. No discussion.

COMMISSIONER COMMENTS:

Commissioner's Daveda asked about business cards and shirts, and they are almost ready. Mr. Willis will talk to the sheriff's office about the recent shootings. Jacob asked about Black History Programs in the City. Commissioner Willis said the city will do something.

ADJOURNMENT:

Motion to adjourn, at 4:49pm. Motion made by Commissioner Willis and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Inosencio and Barber. Nay: None, Motion carried. No discussion.

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RACIAL EQUITY COMMISSION MEETING MINUTES

January 11, 2022

CALL TO ORDER:

The Racial Equity Commission met in person at City Hall, in accordance with State and Federal guidelines. The meeting was called to order at 4:02 p.m. by Chair Kesha Hamilton.

ROLL CALL:

Present: DEI Officer John Willis, Chair Kesha Hamilton, Secretary Daveda Quinn, Freddie Dancy, Michael Johnson, Jacob Inosencio and Jacqueline Barber.

Chair Hamilton asked to move the Election of officers from new business to here and Commissioner Baber made the motion and seconded by Commissioner Dancy. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Inosencio, Johnson and Dancy. Nay: None, Motion carried. No discussion.

Nominations for Chair, Vice Chair and Secretary are open.

Commissioner Willis by zoom made the Nomination for the 2022 Chair to be Kesha Hamilton, no other nominations and voting was closed. Commissioner Hamilton was asked if she would accept, and she said yes. Commissioner Dancy made the motion to accept Commissioner Hamilton as the Chair for 2022-2033 and Commissioner Baber seconded it. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Inosencio, Johnson and Dancy. Nay: None, Motion carried. No discussion. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Inosencio, Johnson and Dancy. Nay: None, Motion carried. No discussion.

Chair Hamilton opened the floor for nominations for Vice Chair and Commissioner Inosencio was asked if he would take the position and he accepted. Commissioner Dancy made the motion to accept Commissioner Inosencio as Vice Chair for 2022-2023 and Commissioner Baber seconded it. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Inosencio, Johnson, and Dancy. Nay: None, Motion carried. No discussion.

Chair Hamilton opened the floor up for nominations for Secretary and Chair Baber nominated Commissioner Quinn and Commissioner Quinn nominated Commissioner Baber. Commissioner Baber declined and Commissioner Quinn accepted the nomination. Commissioner Baber made the motion to accept Commissioner Quinn as Secretary for 2022-2023 and Commissioner Dancy seconded it. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Inosencio, Johnson, and Dancy. Nay: None, Motion carried. No discussion.

LAND ACKNOWLEDGEMENT:

Read by Chair Hamilton and will be read at every meeting.

ADOPTION OF THE AGENDA:

Chair Hamilton asked for a motion to accept the agenda, Motion made by Commissioner Dancy and seconded by Commissioner Baber. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Inosencio, Johnson and Dancy. Nay: None, Motion carried. No discussion.

CITIZEN COMMENTS: Kesha read the rules (standards of conduct) 3 minutes for comments.

Two citizens today. No comments.

APPROVAL OF THE PREVIOUS MEETING MINUTES:

A motion was made to approve the December meeting minutes by Commissioner Baber and seconded by Commissioner Dancy. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Barber, Inosencio and Dancy. Nay: None, Motion carried. No discussion.

COMMUNITY LIAISON POLICE OFFICER REPORT:

No report

COMMITTEE REPORTS: Nominating Committee met this month.

a. Board Development Committee – Chair Commissioner Dancy (have not met)
b. Policy and Procedure Committee – Chair Commissioner Bentley (have not met)
c. Contract and Purchasing Committee – Chair Commissioner Mahoney (have not met)
d. Nominating Committee – Chair Commissioner Quinn (didn't meet because of the holiday)
e. Public Communications Committee – Chair Commissioner Hamilton (have not met)

f. Housing and Mobility Committee – Chair Commissioner Quinn (have not met)

OLD BUSINESS:

a. RFQ update: We looked through the RFQ, Commissioners Willis and Hamilton will work on new language. We made changes to the following pages 7, 11, 14, 15, and 19. Commissioner Dancy made a motion to accept the changes to the RFQ and Commissioner Baber seconded it. Vote – Yeas: Commissioners Hamilton, Willis, Baber, Quinn, Inosencio, Johnson and Dancy. Nay: None, Motion carried. No discussion.
b. We will set up the meeting date and time for the Strategic Planning meeting.
c. Racism Commercial was drafted and we want to work on it all together.

NEW BUSINESS:

a. City ARPA Funding- We would like to have some of that funding
b. Strategic planning potential date is set for February 10, 2022. Motion was made by Commissioner Inosencio to accept the date for the Strategic planning meeting/dinner and it was seconded by Commissioner Baber. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Baber, Johnson, Inosencio and Dancy. Nay: None, Motion carried. No discussion.

COMMISSIONER COMMENTS:

We are awaiting business cards and shirts

ADJOURNMENT:

Motion to adjourn, Motion made by Commissioner Barber and seconded by Commissioner Dancy. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Johnson, Barber, Mahoney, and Dancy. Nay: None, Motion carried. No discussion.

CITY OF JACKSON MICHIGAN

Racial Equity Commission

161 W. Michigan Ave. • Jackson, MI 49201
517-788-4167 • www.cityofjackson.org

MEMO TO: The Honorable Mayor and City Councilmembers

FROM: Kesha Hamilton, Racial Equity Commission Chairperson

DATE: Monday, May 16, 2022

SUBJECT: Notice of Sub-Committee and Committee Appointments for the Racial Equity Commission

In accordance with City Code of Ordinances; Chapter 15, Section 83 : (e)The racial equity commission may establish committees, as appropriate, to assist it relative to its powers and duties under the provisions of this article, provided that all recommendations to city council shall be made by the commission and not by a committee of the commission, and (f)The commission may, by majority vote of the members, appoint persons who are not members of the racial equity commission to be members of such committees; the Racial Equity Commission by Majority Vote has approved the committee members on the attached page as described.

(See Attached Sheets)

These committee and sub-committee members were approved at the Racial Equity Commission meeting on April 5, 2022. The minutes of that meeting are included in the minutes submitted by the Racial Equity Commission to the City Council. The applications for each appointee are included with the attachments.

KH/jlw

Attachments (9)

cc: REC Members
John Willis, Chief Equity Officer

CITY OF JACKSON HUMAN RELATIONS COMMISSION

CITY OF JACKSON MICHIGAN

Racial Equity Commission

161 W. Michigan Ave. • Jackson, MI 49201
517-788-4167 • www.cityofjackson.org

The following people have been appointed to the Racial Equity Committee or Sub-Committee as shown:

Legend: **COMMITTEE IN BOLD UNDERLINE**
The appointee in plain text

Board Development
Thomas Burke
Jerry Ross

Education
David Hammontree
Michael Johnson

Grants
Kathleen Conley
Patricia Freundl

Housing/Mobility
Mark Trine Kelly

Policy/Procedure/Internal Review
David Hammontree
Daren McClelland

From: noreply@civicplus.com
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Monday, January 18, 2021 11:41:32 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Thomas
Last Name	Burke
Address	110 Lincoln Ct.
City	Jackson
State	Michigan
Zip	49203
Phone Number	517-240-6134
Email	stoney616@htomail.com
Last four digits of Social Security Number	
Occupation	Correction Officer - retired
Describe your community involvement.	1- Save Our Youth Nonprofit Mentoring Organization: Founder / Executive Director 2- Henry Ford Allegiance Health: Board Quality member 3- Ella Sharpe Museum: Board Member 4-Center For family Health: Ambassador 5- Fiduciary: Partial 2 Girls and Free Tutoring and GED Services 6- Campaign Manager: Attorney George Lyons 7- Jackson Toastmaster Club 3917 Trailblazers: Sergeant at Arms 8- Mason: Lodge 17 9- Volunteer mediator for the Southeastern Dispute Resolution Services; certified in 5 areas including being a licensed Restorative Justice Trainer, received mandated training through SCAO (Supreme Court Administrative Offices).
Are you a City of Jackson resident? Being a non-resident does not prevent	No

you from serving on a board or commission. However, some boards and commissions have residency requirements.	
If you answered "No" where do you reside?	Summit Township
If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Human Relations Commission , MLK Corridor Improvement Authority, Parks and Recreation Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	Racial equality has been a passion of mine going back to when I was in high school. I have been a victim of racism in my community, on the job and even more recently as a member of community services in the Jackson community. I not only lived through racial inequality, I think I have some unique life experiences that can help the community understand how to deal with racism, inequality and understand poverty which these issues leads to an array of other social illnesses i.e. drug addiction, alcoholism, crime, homelessness, incarceration and other issues that plague our communities.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process
Following the submission of your completed application, it will be reviewed by the

City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

(Section Break)

City Charter Section 2.15. - Person in Default to the City.
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(Section Break)

Final Submission
Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Thomas Burke
Date of Submission	01-18-2021

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Click here to report this email as spam.

From: noreply@civicplus.com
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Monday, December 13, 2021 11:28:33 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Jerry
Last Name	Ross
Address	2406 Twilight Street
City	Jackson
State	MI
Zip	49203
Phone Number	5173920758
Email	bptstprchr@sbcglobal.net
Last four digits of Social Security Number	
Occupation	Product Designer Tenneco Automotive
Describe your community involvement.	Associate Minister, United Peoples Community Church
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No

If you answered "No" where do you reside?	Summit Township
If you answered "Yes" how long have you been a City resident?	Jackson
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, MLK Corridor Improvement Authority, Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I was born and raised in Jackson, but only recently thought to get involved helping to improve my city and community.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

Final Submission

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Digital Signature	JERRY ROSS
Date of Submission	Dec.13, 2021

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From: noreply@civicplus.com
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Wednesday, January 19, 2022 12:51:49 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	David
Last Name	Hammontree
Address	812 S. Durand St.
City	Jackson
State	MI
Zip	49203
Phone Number	219-246-7582
Email	drhammont@gmail.com
Last four digits of Social Security Number	
Occupation	Associate Professor, Associate Program Director - Oakland University https://www.linkedin.com/in/drhammontree/
Describe your community involvement.	Most of my involvement has been with my professional field on steering committees and board of professional organizations. 2009-14 - Michigan Council of Teachers of English (serving as President in 2013) 2008- Present : Steering Committee Member for the Liberal Arts Network for Development
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some	Yes

boards and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	11 years
Which board or commission are you interested in? You may choose more than one.	Board of Review , Building Code Board of Examiners and Appeals, Environmental Commission , Human Relations Commission , Income Tax Board of Review , Planning Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	Curiosity brings me to the work. I keep to myself but I also have a strong background in problem solving and analysis. At home, working during Covid, has highlighted my administrative skills and I think that I might have a lot to contribute to the City. Happy to learn more about any openings that need to be filled. https://www.linkedin.com/in/drhammontree/
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

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(Section Break)

Final Submission
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Digital Signature	DR Hammontree
Date of Submission	01/19/2022

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From: noreply@civicplus.com
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Thursday, January 20, 2022 3:27:47 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Michael
Last Name	Johnson Jr
Address	915 Orchard Place
City	Jackson
State	MI
Zip	49203
Phone Number	5177452753
Email	mbj809@culver.edu
Last four digits of Social Security Number	
Occupation	Entrepreneur
Describe your community involvement.	Born and raised in Jackson Mi. Graduated from Jackson High School. I have a huge family presence with deep roots in the community and also many friends that live in Jackson MI. I am vested in the community of Jackson MI. I moved back to Jackson MI after graduating in Missouri at Culver Stockton College. I volunteer my time and prior to covid I was very active in the community volunteering for multiple groups and served as a motivational speaker for many diverse groups. With the onset of covid, I have also participated with various initiatives launched by residents in action, partial to girls, Jackson citizens advisory council etc.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some	Yes

boards and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	No
Why do you want to serve on your selected board or commission?	As a young Black Male I have lived experience with racial discrimination, prejudice, biased (Inherent and Direct), indifference, in multiple sectors in the Jackson community, I have established and trusted relationships and connections within the community, especially the youth. Over the years the people have viewed me as a role model so I have the ability to solicit feedback and many diverse perspectives, I also have a bachelor's degree in criminal justice so I have thoroughly studied the subject of diversity, equity, and inclusion. As a result of my combined academic background and personal/professional portfolio, and experience I would be a perfect candidate to review issues and make recommendations for systems change, to address and dismantle systemic racism.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process
Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that

clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

(Section Break)

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(Section Break)

Final Submission
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Digital Signature	Michael Johnson Jr
Date of Submission	1/20/2022

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From: noreply@civicplus.com
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Friday, December 10, 2021 8:44:03 AM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Kathleen
Last Name	Conley
Address	714 Elmwood Ave
City	Jackson
State	Mi
Zip	49203
Phone Number	517-745-0045
Email	kathleen_m_conley@yahoo.com
Last four digits of Social Security Number	
Occupation	National Account Manager
Describe your community involvement.	From 2001-2015 I served as a Human Relations Commissioner for the City of Jackson serving as a regular member as well as several years in the role of Chair, Vice Chair, Secretary. I have been employed by the Jackson County Fair Housing Center as an investigator of housing discrimination, a mentor to teen mothers and a Board Member at the former Florence Crittenton Services. I am a current Board Member and serve as Secretary for Save Our Youth. I have been involved in various community projects for the last 20 years and would welcome the opportunity to take part in the Racial Equality Commission. Resume and references available on request.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission.	Yes

However, some boards and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	20+ years
Which board or commission are you interested in? You may choose more than one.	Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I have a commitment to service in my community and a passion for working on racial injustice and equity issues. I want to ensure that my community is providing the best to all it's citizens and a place my family is proud to be from.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

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(Section Break)

Final Submission
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Digital Signature	Kathleen Coey
Date of Submission	12/10/2031

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From: noreply@civicplus.com
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Wednesday, January 26, 2022 12:43:27 AM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Patricia
Last Name	Freundl
Address	310 Sycamore Street
City	Jackson
State	Michigan
Zip	49202
Phone Number	231-631-4583
Email	patriciafreundl@yahoo.com
Last four digits of Social Security Number	
Occupation	Retired Social Worker
Describe your community involvement.	Currently involved in community events via Michigan Center Eagles club. History of other diverse community involvement in Ypsilanti and Traverse City (incl. human rights, homelessness, AIDS, LGBTQ, education platforms regarding issues for the elderly, fundraising, grant writing training, mental health and substance abuse).
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No

If you answered "No" where do you reside?	Leoni Township
If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Environmental Commission , Human Relations Commission , Parks and Recreation Commission , Public Arts Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I very much believe in citizen involvement and have noticed the exciting improvements in Jackson. As a retired MSW (Social Worker), I believe I can personally bring a broad range of perspective to any of these chosen commissions. In addition to growing up here, I have also lived in other cities and may have some fresh ideas to offer!
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process
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(Section Break)

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(Section Break)

Final Submission

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Digital Signature	Patricia Freundl
Date of Submission	01/26/22

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From: Bethsemane K. Williams on behalf of John Willis
To: Bethsemane K. Williams
Subject: FW: Online Form Submittal: City of Jackson Board/Commission Application
Date: Thursday, January 20, 2022 10:58:31 AM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, January 18, 2022 6:20 PM
To: Daniel Mahoney <dmahoney@cityofjackson.org>; John Willis <jwillis@cityofjackson.org>; Aaron Dimick <adimick@cityofjackson.org>; Lisa Moutinho <lmoutinho@cityofjackson.org>
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Mark
Last Name	Trine-Kelley
Address	247 Douglas St
City	Jackson
State	MI
Zip	49203-4125
Phone Number	5176306250
Email	marktrine100871@gmail.com
Last four digits of Social Security Number	
Occupation	self employed
Describe your community involvement.	I owned a business in Jackson for 6 years (closed in Oct 2019) with my husband. My husband and I own 5 rental properties in Jackson (6 in other cities in Michigan) and am familiar with Jackson's requirements for non owner occupied homes. In the past I served on the Downtown Development Authority in Albion.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a	Yes

board or commission. However, some boards and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	3 years
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Board of Review , Building Code Board of Examiners and Appeals, Civil Service Board, Environmental Commission , Human Relations Commission , Jackson Housing Commission, Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I feel with my education, experience and business that I would be suited for any of the boards I showed interest in. I am open minded, fair and grew up in a diverse community. Also, being a resident of the city there is a sense of civic duty, as all of these commissions could directly or indirectly affect me and my family. I am open to any of the commissions.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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Final Submission

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Digital Signature	Mark Trine-Kelley
Date of Submission	01/18/2022

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From: noreply@civicplus.com
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Saturday, January 9, 2021 12:12:59 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Daren
Last Name	McClelland sr.
Address	238 E Prospect st.
City	Jackson
State	Mi
Zip	49203
Phone Number	7342621567
Email	Darenmcclelland@icloud.com
Last four digits of Social Security Number	
Occupation	Retired
Describe your community involvement.	I'm a 50 year resident who has raised two children in this community where I was involved in everything from little league baseball to coaching football at Parkside while transporting and tutoring inter city youth .I've been a Landlord and am currently a home owner and member of Lily Missionary Baptist Church . I Love Jackson the all American city that has been good to me and my family,
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency	Yes

requirements.

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	50 years
Which board or commission are you interested in? You may choose more than one.	Parks and Recreation Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I think I would add a fresh approach to improving the equity in our community with an old school flavor that has a contemporary feel ,I think I can help us meet the people where they are.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process
Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

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City Charter Section 2.15. - Person in Default to the City.
The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an

elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Daren Mcclelland
Date of Submission	010921

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CITY OF JACKSON
Founded 1829

Human Relations Commission

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4167 • Facsimile: (517) 768-5820

Wednesday, May 18, 2022

MEMO TO: The Honorable Mayor and City Councilmembers

FROM: Cheryl Ragland, Human Relations Commission Chairperson

DATE: Wednesday, May 18, 2022

SUBJECT: Submission of 2022 Human Relation Commission Minutes

The Human Relations Commission voted to approve the submission of its 2022 meeting minutes and the continued submission of each month's minutes to the City Council.

The Human Relations Commission will continue to work with the City Manager and the Chief Equity Officer to keep you all aware of our work and the continued board development endeavors planned for the commission.

CR/jlw

Attachments (4)

cc: HRC Members
John Willis, Chief Equity Officer

HUMAN RELATIONS COMMISSION MEETING MINUTES

Date: Wednesday, January 19, 2022
Time: 6:00 p.m.
Place: **City Hall**
2nd Floor, City Council Chambers
161 W. Michigan Ave, Jackson, MI 49201

I. Call to Order

Called to Order at 6:02pm.

II. Roll Call

Present: Maurice Imhoff, Shalanda Hunt, Miriam Brown Dorsey, John Willis, James Johnson, Cheryl Ragland.

III. Adoption of the Agenda

Motion to Approve Amended Agenda. Motion M. Imhoff, Second, M. Brown Dorsey. Unanimously approved.

IV. Citizen Comments (3-Minute Limit).

No citizen comments.

V. Approval of the Previous Meeting Minutes

No December Minutes.

VI. Community Liaison Police Officer Report.

Lt. Rose reports. Staffing update. Two Lt. promotions. Two new recruits. Sent two officers to de-escalation training. In process of hiring

program director for violence intervention program. Will post for new cadets. Citizens Police Program is scheduled for fall, if possible.

VI(a). Announcement.

Karyl Baker submits letter of resignation. R. VanSumeren motions to accept resignation. Second by S. Hunt. Unanimously approved.

VII. Committee Reports

a. Nominating Committee
One applicant may be pending.

b. Project Development Committee
No update.

c. Policy and Complaint Committee
No update.

d. Events and Public Relations Committee
No update.

VIII. New Business

a. Election of New Officer Positions
Nominate Chair. M. Brown Dorsey, motion to nominate Cheryl Ragland. Second J. Johnson. Unanimously approved.

Nominate Vice-Chair. S. Hunt, motion to nominate J. Johnson. R. VanSumeren, second. Unanimous vote to pass.

Nominate Secretary. M. Brown Dorsey, motion to nominate R. VavSumeren. S. Hunt, second. Unanimous vote to pass.

b. Select Committee Assignments

Nominating Committee:
Project Development Committee:
Policy and Complaint Committee:
Public Relations/Communications Committee:
HRC Public Events Committee:

Motion to postpone board assignments until vacant committee seat is filled. M. Imhoff, motion. M. Brown Dorsey, second. Unanimously passed.

c. Discuss 2022 Goals and Objectives

Discussion of Blackstone Apartment housing project, and the multi-unit on Lansing Avenue. HRC will investigate and propose involvement with Chalet Terrace and Reed Manor projects (proposed).

Discussion on moving an HRC meeting, quarterly, in the community, throughout the different wards.

Second Goal, First Objective, Collaborate with the City of Jackson Housing Commission: Wait until we hear back from J. Willis and Legal.

Motion to accept 2022 Goals and Objectives. Motion by J. Johnson, second by M. Imhoff. Unanimously approved.

Goal 1, Point 4: Review of City Boards/Commissions for diversity.

Board of Review: M. Brown Dorsey
Brownfield Redevelopment: M. Imhoff
Building Code Board Examin. Appeals: M. Imhoff
Ella Sharpe Park Bd: M. Imhoff
Environmental Commission: S. Hunt
Historic Dist. Commission: M. Imhoff
Human Relations Commission: J. Willis
MLK Corridor Improvement Authority: J. WIllis
Parks and Rec: J. Willis
Planning Commission: J. Johnson
Public Arts Commission: S. Hunt
Racial Equity Commission: J. WIllis
Administrative Hearing Bureau: C. Ragland
Youth Counsel: J. WIllis
Zoning Board of Appeals: R. VanSumeren

Assignment for Commissioners: Request list of active members, with dates of terms, racial demographics, gender. Will receive input from J. Willis about how best to ascertain demographic information.

d. Clarify and Discuss Strategies for Obtaining Ex-Officio Members

HRC has three open Ex-Officio Positions. Categories are Social Services, Education, Business. J. Johnson proposes that representatives from Consumers Energy and Henry Ford Allegiance be recruited.

IX. City Councilmember Liaison Comments

Councilmember A. Robinson clarifies that county residents may sit on the Affordable Housing Development Board.

X. Commissioner's Comments

S. Hunt: Glad to be a part of the team. Looking forward to filling vacancies. M. Brown Dorsey: Glad for team focus. M. Imhoff: Youth Council, Q: Should there be a standing agenda item, updating HRC on Youth Council? Chair answers that HRC would like a monthly update. Citizens Comments Ordinance follow-up? Chair favors a wait-and-see approach before drafting an ordinance. Chair indicates that the Mayor can enforce the rules for civility at any time. M. Imhoff indicates that he favors revisiting the ordinance to enforce civility in the chamber. J. Willis favors writing the ordinance, keeping on ice, for when inevitably needed. M. Imhoff indicates he'll be leaving HRC soon, to go to college. Congrats to J. Johnson's candidacy. S. Hunt speaks of collaboration with JPS, and the High School. Chair C. Ragland: Recognizes Mr. Dancy for attending. Mr. Dancy indicates there is community interest in the boards. All others, no comment.

XI. Adjournment

Motion to Adjourn. Motion by M. Imhoff. Second, M. Brown Dorsey. Unanimously passed.

HUMAN RELATIONS COMMISSION MEETING MINUTES

Date: Wednesday, February 16, 2022
Time: 6:00 p.m.
Place: **City Hall**
2nd Floor, City Council Chambers
161 W. Michigan Ave, Jackson, MI 49201

I. Call to Order: 6:00 pm.

II. Roll Call. Chairperson called roll at 6:00.

Commissioners Present: Miriam Brown Dorsey, Cheryl Ragland, Shalanda Hunt, James Johnson, Jr., Robert VanSumeren, , Maurice Imhoff.

III. Adoption of the Agenda. Hunt motion, Miriam Brown Dorsey support. Unanimous adoption, as modified.

IV. Citizen Comments (3-Minute Limit). No citizen comments.

V. Approval of the Previous Meeting Minutes. Miriam Brown Dorsey offered several corrections. Motion to adopt as amended, Johnson. Second, Miriam Brown Dorsey. Unanimous adoption.

VI. Community Liaison Police Officer Report.

Lt. Holly Rose. Presents information on a Zoom Conference, "Race-Based Hate and Bias: What It Looks Like And How To Prevent It." Interviewing a new officer. Will be looking to hire a few cadets soon, posting July 1. Three recruits still in academy, all are doing well, looking to graduate in May. Three Detectives will be attending a Crisis-Intervention Training in Utah. Currently, no police/fire employees positive for COVID-19. Lt. Rose gave a recent tour for Commissioner Imhoff and two members of the Youth Council. Law enforcement program at the career center will be sending interns to the Police Department.

Commissioner Johnson asks if Department is closer to selecting the Youth Violence Coordinator. Department is still reviewing applicants. List corrections for last minutes. After all people are named, use abbreviation,

VII. Old Business.

a. Youth Council Status Update. Chief Equity Officer Willis updates that recruitment efforts continue. A suggestion is made to hold Youth Council meetings at Jackson High.

VIII. New Business.

a. Introduction of New Councilmember – Ms. Gunn. Ms. Gunn, speaks. New Council member for Ward 3. She is the executive director for AWARE. Has a background in domestic violence advocacy, and anti-violence. She is a graduate of Jackson High, and MSU. Is committed to the community; has lived in her house for ten years.
b. Change to BMove March HRC meeting. The State of the City is on the same date of our next HRC meeting, March 16, 2022. Motion to move meeting to March 23, Johnson. Second, VanSumeren. Unanimously adopted. Resolved: Next HRC meeting at King Center, March 23, 2022. We'll need to see if the Kind Center is available.

c. Form Committee Assignments and Elect Chair
    1. DEI Sub-Committee. Three tasks: 1. Draft DEI statement. 2. Hire DEI consultants. (ERACE, GARE, Jackson Nonprofit Support Center) 3. Have the assessment performed/completed.
    2. Affordable Housing Equality. Goal: to collaborate with the City of Jackson Affordable Housing Commission. TBD
    3. Community Educational Outreach and Strategic Partnerships. The commission has decided that this goal/topic will fall within the purview of the Public Relations/Communications Committee.
    4. Public Events. No update.
    5. Standing Committees. No update.

    Nominating Committee. Miriam Brown Dorsey, Hunt, Johnson (Chair).

    Project Development Committee. Ragland (Chair), Johnson, Imhoff.

    Policy and Complaint Committee. VanSumeren (Chair), Dorsey, Imhoff. Hunt.

    Public Relations/Communications Committee. Imhoff, Ragland (Chair). Miriam Brown Dorsey.

Public Event Chairs:
Juneteenth: Miriam Brown Dorsey.
Harold White: TBD.

d. Review HRC Budget Request. Proposal: Request $10,000.00 from City Council. Motion to request $10k, Johnson. Second, VanSumeren. Unanimous passage.

e. Review New Member Application. New member application, Thomas Crowe-Gary. Johnson moves to forward application to Nominating Committee. Second, Hunt. Unanimously approved.

f. Review 2022 HRC Strategic Plan. CEO Willis indicates we need to add KPIs. Chair Ragland will schedule a meeting and convene the committee. Motion to meet on March 12, 2022, 9:00am, Lean Rocket, Hunt. Second, Johnson. Unanimous passage.

g. Review Jackson Police Department Complaint. Discussion. CEO Willis indicates he believes the Police Department is currently investigating. Chair Ragland opines that this complaint is against the Police Department, and should go before the Citizens Police Oversight Committee. Councilperson Dancy indicates the COPC is not yet fully staffed. Imhoff indicates that the complaint should be taken seriously. Action step: Wait for CEO Willis update next meeting.

h. Non-Discrimination Ordinance, Section 15-52. Discussion on change to NDO. Motion to amend agenda to include VIII(g), Miriam Brown Dorsey. Second, Hunt. Unanimously approved. Discussion: City Council wants to amend the reporting requirement from 30 days to 90 days. Johnson, motions to amend pronoun to he/she/they, and to amend 30 to 90 days for reporting requirement. VanSumeren, support. Unanimously passed.

IX. City Councilmember Liaison Comments. None from Councilmember Robinson. Councilman Dancy has no comment except that he appreciates our work.

X. Commissioner's Comments.

XI. Adjournment. Miriam Brown Dorsey motion to adjourn. Ragland, second. Unanimously approved.

Respectfully submitted from my notes,

Robert W. VanSumeren
HRC Commissioner

JACKSON
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HUMAN RELATIONS COMMISSION MEETING MINUTES

Date: Wednesday, March 23, 2022
Place: **King Center**
1107 Adrian Street, Jackson, MI 49203

I. Call to Order. 6:00, by Cheryl Ragland, Chair.

II. Roll Call by Ragland.

Commissioners present: Cheryl Ragland, Miriam Brown Dorsey, James Johnson, Jr., Robert W. VanSumeren.

Commissioners not present: Maurice Imhoff and Shalanda Hunt.

Also present: Chief Equity Officer John Willis. Councilmember Arlene Robinson.

III. Adoption of the Agenda. Motion, Ragland; Second, Johnson, Jr. Unanimously passed as amended.

IV. Citizen Comments (3-Minute Limit).

Peter Bormuth. Offers comment about Police Oversight Commission (POC). Recommends a residency requirement for POC.

Renee Brown. Recommends that Tamar Cain be added to a mural project for Bright Walls or for some other recognition.

Martasia Walker. Speaks on behalf of recognition for Tamar Cain, her grandmother. John Willis indicates the mayor at the time did issue a proclaimation.

Dena Morgan. Has submitted an application to sit on Affordable Housing Committee.

Rosemarie White. Been calling DPW, needs a tree cut down, or trimmed on property. John Willis indicates he'll follow up with Ms. White.

Anonymous Citizen. City removed tree, 145 E. Robinson. Left stump.

Anonymous Citizen. Problems with trees on street, Cypress St.

Anonymous Citizen. Thankful for having the Fire Department back on Milwaukee Street.

V. Approval of the Previous Meeting Minutes.

December 2021 Minutes. Motion to approve, Dorsey; second, James, Jr. Motion carried.

February 2022 Minutes. Motion to approve, as amended, Dorsey; second, James, Jr. Motion carried.

Amendments to February 2022 minutes shall include the following changes: remove italics; clarify all abbreviations; correct James, to James, Jr.; clarify outline structure, simplify language, remove redundancy in "New Business;' include meeting location; include name of minutes recorder.

VI. Community Liaison Police Officer Report. Sgt. Garcia reports City of Jackson Police Department conducting in-person training as part of twice yearly training program. De-escalation training was completed. Conducting interviews for new position. Preparing for police cadet position, a program whereby the City Police send a candidate for training at Jackson College and then guarantee employment. Planning to move two officers into the Jackson Public Schools. Recently ran Gun Violence Intervention program at Parkside.

VII. Committee Reports.

- Nominating Committee. One candidate coming through.
- Project Development Committee. Nothing to report.
- Policy and Complaint Committee. One report that may be coming through the channels. VanSumeren provided update on DEI Statement Drafting Subcommittee; the sub-committee will provide draft at next meeting.
- Public Relations/Communications Committee. Nothing to report.
- Public Events. Nothing to report.

VIII. Old Business

a. Update on New Commissioner Applications. Willis indicates that several applications are working their way through the preliminary approval process.

IX. New Business

a. Review City of Jackson Boards & Commissions' Assignments.

Ragland updates audience about the work HRC has done, surveying the boards. Ragland reviews list, and updates on which boards have been surveyed.

X. City Councilmember Liaison Comments. Councilperson Robinson, thanks to all for coming to the meeting. Explains that she is liaison to the Human Relations Commission and that Willis is the assigned Staff. Encourages input from community members.

XI. Commissioner's Comments. Following the comments the meeting adjourned at 6:51p.

Respectfully submitted from my notes,

Robert W. VanSumeren
HRC Commissioner

JACKSON
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RACIAL EQUITY COMMISSION MEETING MINUTES

April 5, 2022 LOCATION: City Hall, City Council Chambers

CALL TO ORDER:

The Racial Equity Commission met in person at City Hall, in accordance with State and Federal guidelines. The meeting was called to order at 4:02 p.m. by Chair Kesha Hamilton.

ROLL CALL:

Present: DEI Officer John Willis, Chair Kesha Hamilton, Secretary Daveda Quinn, Vice Chair Jacob Inosencio, Commissioners Jacqueline Barber, Freddie Dancy, and Leticia Albarran. Absent: Commissioner Michael Johnson.

LAND ACKNOWLEDGEMENT:

Read by Chair Hamilton.

ADOPTION OF THE AGENDA:

Chair Hamilton asked for a motion to accept the agenda, Motion made by Commissioner Barber and seconded by Commissioner Dancy. Vote – Yeas: Commissioners Willis, Quinn, Inosencio. Hamilton, Barber, Dancy and Albarran. Nay: None, Motion carried. No discussion.

CITIZEN COMMENTS:

Kesha read the rules (standards of conduct) 3 minutes for comments.

Several guest today. David left his contact information for his new Credit Repair business.

APPROVAL OF THE PREVIOUS MEETING MINUTES:

A motion was made to approve the March meeting minutes with corrections by Commissioner Willis and seconded by Commissioner Inosencio. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

COMMUNITY LIAISON POLICE OFFICER REPORT:

Officer Holly Rose spoke with us today The Cadet program need new people and the application are opened to May 6th. Cadet graduation is May 6, 2022. A application was left with us.

COMMITTEE REPORTS:

Nominating Committee met this month.

A motion was made to appoint appointees to subcommittees by Commissioner Inosencio and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

A separate motion was made to appoint appointees to each of the 8 Committees. (See motions items 3, 4, 5,8,9). Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

Below are the members of each committee as voted on today.

a. Board Development Committee – (have not met)

Kesha Hamilton, Freddie Dancy, Jacqueline Barber, Thomas Burke, Jerry Ross,

b. Policy and Procedure Committee – (have not met)

Freddie Dancy, John Willis, Daren McClelland Jr., and Darren Hammontree

c. Contract and Purchasing Committee – (have not met)

Daveda Quinn, Jacob Inosencio, Kelly Osbourne, and Jacqueline Barber

d. Nominating Committee – Chair Commissioner Quinn (we discussed some potential committee members and the need to set a date to review them).

Daveda Quinn, Kesha Hamilton, Freddie Dancy

e. Public Communications Committee – (have not met)

Kesha Hamilton, John Willis, Michael Johnson, and Leticia Albarran

f. Housing and Mobility Committee – (have not met)

Daveda Quinn, Jacob Inosencio, and Mark Kelly

g. Grants Committee – New

John Willis, Jacqueline Barber, Jacob Inosencio, Kathleen Conley, and Patricia Freundl

h. Education Committee-New

Leticia Albarran, Kesha Hamilton, John Willis, and Jacob Inosencio

A motion was made to add new member Katima Dickerenson to the REC, her appointment must be made the City Council. Commissioner Inosencio and seconded by Commissioner Albarran. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

A motion was made to appoint Heather Truman as an Ex-Officio to the REC by Commissioner Dancy and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

A motion was made to accept all the Board Committees by Commissioner Willis and seconded by Commissioner Inosencio. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

OLD BUSINESS:

a. Commissioner Willis said that Shelly Allard is putting together several businesses to look at the Neighborhood Development and Impact Project. Two weeks from today (4/19/2022) it will be present at the City Council Meeting. We can give support if we like to.

b. RFQ update: The RFQ changes were made, and it is posted on the City of Jackson's website and has over 120 hits.

c. The Commissioners are ready for the recording of Racism Commercial. Several dates in May were given (2,9,16,23,30) at 3:30pm to do the video. We looked over the script and its good with revisions.

d. Chair Hamilton wrote up a great letter for the ARPA Funds for RE-Investment of Ward 1 and we will use it.

A motion was made to accept the letter with any revisions from Kesha to present to the City Council for the April 19th meeting by Commissioner Inosencio and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

e. Strategic Plan- The plan is available and hopefully everyone had a chance to review it. We have several things to do. F/criteria- establish the criteria, find a artist and choose a reveal date. (Need an equity seal). Have a DE&I meet and greet in mid -August (establish a list of people and businesses for the event). May 14th we will have a strategic planning lunch at Lean Rocket 9-1pm. Jacob will follow up with the library. John will follow up with the City Manager regarding workers getting trained and DE&I for new hires.

f. 2021-2022 Annual report is completed and looks good. Thanks Chair Hamilton

A motion was made to accept Chair Hamilton's Annual Report for 2021 by Commissioner Barber and seconded by Commissioner Dancy. Vote – Yeas: Commissioners Willis, Quinn, Barber, Hamilton, Dancy, Albarran and Inosencio. Nay: None, Motion carried. No discussion.

NEW BUSINESS:

a. Shirts Sizes selected and Swag requests made.

COMMISSIONER COMMENTS:

Commissioner Inosencio would like to have a Latino celebration in September of this year. He and Commissioner Albarran will work on it.

ADJOURNMENT: Motion to adjourn, at 6:00pm. Motion made by Commissioner Inosencio and seconded by Commissioner Barber. Vote – Yeas: Commissioners Willis, Quinn, Inosencio, Hamilton, Dancy, Albarran, and Barber. Nay: None, Motion carried. No discussion.

CITY COUNCIL MEETING MINUTES

May 24, 2022

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:30 p.m. by Mayor Daniel Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Fourth Ward Councilmember Laura Dwyer Schlecte

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, Fifth Ward Councilmember Karen Bunnell, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, City Engineer Jon Dowling, Chief Equity Office John Willis, Director of Finance Phil Hones, Assistant Director of Finance Heather Ehnis, Director of Community Development Shane LaPorte, Director of Parks and Recreation Kelli Hoover, Director of Police and Fire Services Elmer Hitt, and Downtown Development Director Cory Mays.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. City of Jackson Financial Statements as of and for the 10 Months Ended April 30, 2022

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to accept and place on file the City of Jackson Financial Statements as of and for the 10 months ended April 30, 2022. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2022

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2022. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of May 10, 2022
Approve the minutes of the regular City Council Meeting of May 10, 2022.

B. Engineer's Report for Street Reconstruction with Water Main and Sanitary Sewer Replacement, Oakridge Drive – Glen Drive to Grovedale Avenue *Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Oakridge Drive from Glen Drive to Grovedale Avenue and establish June 14, 2022 at the City Council meeting as the time and place to hold a public hearing.*

C. Special Event Application for Paws in the Park
Approve a request from the Cascades Humane Society to host the Paws in the Park on June 3-4, 2022 in Horace Blackman Park, Hayes Court, and the True Community Credit Union City Square.

D. Special Event Application for the Palmer/Mello Wedding
Approve a request from Megan Mello & Shawn Palmer to host their wedding on June 4, 2022 in downtown Jackson.

E. Special Event Application for the Jackson County Rose Parade
Approve a request from the Jackson County Rose Festival to host the Jackson County Rose Parade on June 5, 2022 in Horace Blackman Park and on the streets of downtown Jackson.

F. Special Event Application for the Everyheart Night of Worship
Approve a request from the Everyheart Movement to hose the Everyheart Night of Worship on June 10, 2022 in Horace Blackman Park and the True Community Credit Union City Square.

G. Special Event Application for the Prison City Breakout
Approve a request from Matthew Ancile to host the Prison City Breakout on June 11, 2022 at Nixon Skate Park.

H. Special Event Application for the Pride Picnic
Approve a request from the Jackson Pride Center to host the Pride Picnic on June 12, 2022 in Horace Blackman Park.

I. Special Event Application for the Jackson Pride Festival
Approve a request from the Jackson Pride Center to host the Pride Festival on August 20, 2022 in Horace Blackman Park, True Community Credit Union Square, and the streets of downtown Jackson.

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

OTHER BUSINESS:

A. Second Reading/Final Adoption of Ordinance No. 2022-04
Recommendation: *Approve the second reading/final adoption of an ordinance amending various Chapters of the Jackson Code of Ordinances in order to rename the City's Department of Neighborhood and Economic Operations to the "Community Development Department" **and** to correct a transcription error in Section 14-42(5).*

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to approve the second reading/final adoption of an ordinance amending various Chapters of the Jackson Code of Ordinances in order to rename the City's Department of Economic Operations to the Community Development Department and to correct a transcription error in Section 14-42(5). Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Personnel Policy Amendments
Recommendation: *Approve the amendments to the City of Jackson Personnel Policy for employees.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to postpone the Personnel Policy Amendments to the June 14, 2022 Council Meeting and instruct the City Manager to include a redline version with the agenda packet. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

A. Adoption of International Property Maintenance Code (IPMC)
Recommendation: *Approve first reading of an ordinance amending Chapter 14 of the City of Jackson Code of Ordinances, by adopting the International Property Maintenance Code (IPMC) and further making appropriate amendments, deletions and additions thereto.*

Motion was made by Councilmember Dancy to approve the first reading of an ordinance amending Chapter 14 of the City of Jackson Code of Ordinances by adopting the International Property Maintenance Code (IPMC) and further making appropriate amendments, deletions, and additions thereto.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to postpone the item until the June 14, 2022 Council Meeting and instruct the City Manager to include the red line version of the Chapter in the agenda packet. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. 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 2022-2023
Recommendation: *Approve a resolution from the Downtown Development Authority authorizing the levy of a millage in the amount of 1.9996 mills on parcels in the DDA District for fiscal year 2022-2023.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve a resolution from the Downtown Development Authority authorizing the levy of a millage in the amount of 1.9996 mills on parcels in the DDA District for fiscal year 2022-2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Changes to the Standard Lighting Contract for streetlights with Consumers Energy for the addition of one new streetlight
Recommendation: *Approve the Resolution for Changes to the Standard Lighting Contract for one streetlight with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Robinson to approve the resolution for changes to the Standard Lighting Contract for one streetlight with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

D. Changes to the Standard Lighting Contract for streetlights with Consumers Energy for one removal, one replacement and five installations of new streetlights

Recommendation: *Approve the Resolution for Changes to the Standard Lighting Contract for streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Bunnell, seconded by Vice Mayor Robinson to approve the resolution for changes to the Standard Lighting Contract for streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. Proposed Annual Budget Resolution for Fiscal Year 2022-2023

Recommendation: *Adoption of Annual Budget Resolution for Fiscal Year 2022-2023*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to adopt the Annual Budget Resolution for Fiscal Year 2022-2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

F. Receive Draft Substantial Amendment 2 to the 2021-2022 Annual Action Plan and Establish a Public Hearing on June 14, 2022

Recommendation: *Receive the draft Substantial Amendment 2 to the 2021-2022 Annual Action Plan and establish a Public Hearing on June 14, 2022.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to receive the draft Substantial Amendment 2 to the 2021-2022 Annual Action Plan and establish a public hearing on June 14, 2022. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

G. Adoption of Resolution of Intent to Amend the MLK Corridor Improvement Authority Boundaries and Establishing a Public Hearing

Recommendation: *Adopt a Resolution of Intent to Modify the existing boundaries of the MLK Corridor Improvement Authority and setting a public hearing date for the July 12, 2022 City Council meeting.*

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave to adopt the Resolution of Intent to Modify the existing boundaries of the MLK Corridor Improvement Authority and set a public hearing date for the July 12, 2022 City Council meeting. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

H. Resolution to Place Delinquent Invoices on 2022 Summer Tax Bills
Recommendation: *Approve a resolution to place delinquent invoices on 2022 summer tax bills.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Dancy to approve a resolution to place delinquent invoices on 2022 summer tax bills. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

I. Approval of a PILOT ordinance and associated development agreement for The Greenwood Limited Dividend Housing Association LLC
Recommendation: *Approve adoption of an ordinance granting a "PILOT" payment in lieu of taxes exemption to The Greenwood Limited Dividend Housing Association LLC, and associated development agreement. Authorize the City Manager and City Attorney to make minor adjustment to the Development Agreement.*

Motion was made by Vice Mayor Robinson, seconded by Councilmember Forgrave to approve an ordinance granting a PILOT (payment in lieu of taxes exemption) to the Greenwood Limited Dividend Housing Association, LLC, the associated development agreement, and authorize the City Manager and City Attorney to make minor adjustments to the Development Agreement. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

J. Confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2022 – 2023 and Final Funding Allocations for those Projects
Recommendation: *Confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2022-2023 and final funding allocations for those projects.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to confirm the Community Development Block Grant (CDBG) and HOME Investment Partnership Projects for Fiscal Year 2022-2023 and final funding allocations for those projects. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

K. Approve Submission of the 2022-2023 Annual Action Plan, Adopt a Resolution of Certifications, and Authorize the Mayor to Sign Required Documents for Submission to HUD

Recommendation: *Approve submission of the 2022-2023 Annual Action Plan, adopt a Resolution of Certifications, and authorize the Mayor to sign required documents for submission to HUD.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the submission of the 2022-2023 Annual Action Plan, adopt a Resolution of Certifications, and authorize the Mayor to sign the required documents for submission to HUD. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, and Forgrave all offered comments. Councilmembers Dancy and Bunnell declined to offer comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Schlecte, seconded by Councilmember Gunn. Mayor Mahoney adjourned the meeting at 7:13 p.m.

JACKSON
Founded 1829

BUDGET WORKSHOP MINUTES
May 19, 2022

CALL TO ORDER:

The Jackson City Council met to conduct a budget workshop in Council Chambers and was called to order at 6:02 p.m. by Mayor Daniel Mahoney.

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, and Sixth Ward Councilmember Will Forgrave.

Absent: Fifth Ward Councilmember Karen Bunnell.

Also present: City Manager Jonathan Greene, City Clerk Andrea Muray, City Assessor Jason Yoakam, City Treasurer Martin Griffin, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, Director of Police and Fire Service Elmer Hitt, Deputy Director of Fire Services Dave Wooden, Director of Finance Phil Hones, Assistant Finance Director Heather Ehnis, Director of Public Works Mike Osborn, Director of Neighborhood and Economic Operations Shane LaPorte, and City Engineer Jon Dowling.

ADOPTION OF THE AGENDA:

Motion was made by Councilmember Gunn, seconded by Vice Mayor Robinson to adopt the agenda. Vote was done by voice with all in favor.

CITIZEN COMMENTS: none.

FISCAL YEAR 2022-2023 BUDGET WORKSHOP:

City Manager Jonathan Greene provided an overview of the format of the workshop. A motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to take a recess to view the new Fire Department's new truck. Vote was done by voice with all in favor.

**The workshop recessed from 6:03 p.m. until 6:19 p.m.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to return from the recess. Vote was done by voice with all in favor.

Council spoke with department heads regarding the proposed budget.

ADJOURNMENT:

The workshop concluded at 8:51 p.m. upon completion of the last members of Council completing their discussions with the various department heads.

CITY OF JACKSON
Founded 1829

Office of the Mayor

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: Council Meeting – June 14, 2022

SUBJECT: Appointment of Frederick Bishop to the Administrative Hearings Bureau

RECOMMENDATION: **APPROVE the Mayor's recommendation to appoint Frederick Bishop as an Administrative Hearing Officer for the City of Jackson's Administrative Hearings Bureau.**

In accordance with Chapter 2.5 of the City of Jackson Code of Ordinances, hearing officers for the City's Administrative Hearings Bureau are appointed by the Mayor with the consent of City Council. A hearing officer must be an attorney admitted to the practice of law in the State of Michigan for at least five (5) years. The hearing officers serve a term of two (2) years and are removable only upon just cause.

Frederick Bishop served as a Magistrate for the 12th District Court in Jackson from 2006 to 2022 and, therefore, is qualified to adjudicate cases that come before the Administrative Hearings Bureau. Accordingly, I wish to appoint him as a hearing officer for the City of Jackson's Administrative Hearings Bureau for a two-year term. Mr. Bishop's first date as a hearing officer will be July 13, 2022.

CITY OF JACKSON
Founded 1829

Office of the Mayor

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

CITY OF JACKSON BOARD/COMMISSION APPLICATION

NAME: Frederick C. Bishop LAST FOUR DIGITS SSN#

ADDRESS: 11201 Singer Rd, Brooklyn ZIP: 49230

HOME PHONE: 517-598-8693 OTHER PHONE: 517-740-1733

E-MAIL ADDRESS: fairwayfred@gmail.com

OCCUPATION: Attorney

COMMUNITY INVOLVEMENT

Are you registered voter? _____ Ward? _____ City Resident Since? n/a

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

1. Administrative Hearings Off.
3. _____

List additional information you feel may be pertinent to Board or Commission?

Feel free to attach any information. (Resume, press clippings)
APPLICATION WILL BE ON FILE FOR ONE YEAR.
Please return completed form to Amber Clark by emailing aclark@cityofjackson.org
or submit to the drop box on the front of Jackson City Hall.

Signature of Applicant

5-26-22
Date

Section 2.15. - Person in Default to the City. The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive positi unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: Special Event Application for the YPOP Explorers' Art in the Garden

---

Recommendation:

Approve a request from the YPop Explorers to host their Art in the Garden event on June 25 on the streets of Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the YPop Explorers' Art in the Garden event.

I recommend approval of the special event application for the YPop Explorers' Art in the Garden event. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: June 14, 2022

RECOMMENDATION: Approve a request from the YPOP Explorers to host their Art in the Garden event on June 25 on the streets of Jackson.

SUMMARY: Art & essay contest with vendors

DEPARTMENTAL APPROVAL SUMMARY

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
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		$400.00
		TOTAL	***$400.00***

CONDITIONS & CONSIDERATIONS

City stage on wheels

INSURANCE STATUS

Approved, pending receipt of proper insurance documentation

ATTACHMENTS: Special Event Application: YPOP Explorers' Art in the Garden

JACKSON
Founded 1829

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

- ☐ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: YPOP Explorers		
Address: 1106 Chittock Ave		Phone: ( )
Tax ID#:	Website:	
Contact Name: Diane Washington	Phone: 517-474-0724	Email: dwashlady1@yahoo.com
Contact Name:	Phone:	Email:
Contact Name During Event: SAME		Phone: ( )

Event Information

Event Name: Art in the Garden

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
6/25/2022	8:00 AM	11:00 AM	5:00 PM	5:00 PM

Has this event occurred before? ☑Yes, (if yes, how many previous years? 4 ☐No

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

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☐Other: Art in the Garden

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

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location: YPOP Gardens

☐ Streets: 1107 Maple Ave

☐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.

Art & Essay Contest

Vendors

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

Street Name: Maple Ave Cross Streets Rockwell & High St

Closure Start Date: 6/25/22 Time: 10:00AM Closure End Date: 6/25/22 Time: 6:00pm

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

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

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

☑ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: 10-15

☐ **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 *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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

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

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

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

Special Event Application

Certification & Signature

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

Signature: Diane Washington

Date: 5/23/2022

Office Use ONLY

Application Received:

Date: 5/24/22

Time: 3:30pm

By:

Application Fee Received: $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, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: Special Event Application for the Ganson Street Baptist Church Kids Club

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Recommendation:

Approve a request from the Ganson Street Baptist Church to host their Kids Club June 27-30 on an empty lot in the City of Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Ganson Street Baptist Church Kids Club.

I recommend approval of the special event application for the Ganson Street Baptist Church Kids Club. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: June 14, 2022

RECOMMENDATION: Approve a request from the Ganson Street Baptist Church to host their Kids Club June 27-30 on an empty lot in the City of Jackson.

SUMMARY: Games, skits, story-time, snacks, and prizes for children ages Kindergarten – 6th grade

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DEPARTMENTAL APPROVAL SUMMARY

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
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
		TOTAL	***$0.00***

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney's office

ATTACHMENTS: Special Event Application: Ganson Street Baptist Church Kids Club

JACKSON
Founded 1829

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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☑ $50 Application Fee
- ☑ $25 Late/Rush Fee
- ☑ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Ganson Street Baptist Church		
Address: 637W Ganson street Jackson 49203		Phone: (517) 782-8574
Tax ID#:	Website:	
Contact Name: Rev Chad Tyson	Phone: (517) 817- 8582	Email: chad@gansonstreet.org
Contact Name:	Phone:	Email:
Contact Name During Event:		Phone: ( )

Event Information

Event Name:

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
June 27- 30	9:30 am	10 am	11:30	12 pm

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

Do you expect this event to occur again next year? _____What is the expected attendance for this event? 15-20

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☑Other: Kids Club

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

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☑Other Location: The north west lot of McBride and Third st.

☐ 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.

This event is a Kids Club event for preschool age to 6th grade. There will be games, skits and story time, as well as prizes and snacks.

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:_____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

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

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

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

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

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

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

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

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• 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.*

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

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

Special Event Application

Certification & Signature

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

Signature: _____

Date: 5/24/22

Office Use ONLY

Application Received:
Date: 5/24/22
Time: 3pm
By:
Application Fee Received: $75 ✓

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, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

FARM BUREAU INSURANCE

CERTIFICATE OF INSURANCE

Scan Code CERT

☐ FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN
■ FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN
Lansing, Michigan 48909

☐ **AMENDED**

Name and Address of Certificate Holder:

Jackson and Downtown Development Authority
161 W Michigan Ave
Jackson, MI 49201

Named Insured and Address:

Ganson Street Baptist Church
Russ Colburn
637 W. Ganson St.,
Jackson, MI 49201

Issue Date: **05/20/2022**

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at the Certificate Holder's last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Business Auto Liability • Specifically Described Autos (Symbol 7) ☐ *Hired Auto (Symbol 8)* ☐ *Non-Owned Auto (Symbol 9)*	**BAP 0610129**	Eff. **07/01/2021** Exp. **07/01/2022**	Combined Single Limit Each Accident $ **1,000,000**
Worker's Disability Compensation	**WCC 0444191**	Eff. **07/01/2021** Exp. **07/01/2022**	Coverage A - Statutory Coverage B - Bodily Injury by Accident $ **500,000** Each Accident (Employer's Liab.) Bodily Injury by Disease $ **500,000** Each Employee Bodily Injury by Disease $ **1,000,000** Policy Limit
Comprehensive General Liability or Commercial Package ■ *Including* ☐ *Excluding Products-Completed Operations* ■ *Personal Injury and Advertising Injury Liability Coverage is included* ☐ *Hired Auto* ☐ *Non-Owned Auto* ☐ *CERTIFICATE HOLDER is an Additional Insured* ☐ *Excluding:*	**S 0444190**	Eff. **07/01/2021** Exp. **07/01/2022**	Each Occurrence $ **1,000,000** Products Aggregate $ **2,000,000** General Aggregate $ **2,000,000** Medical Payments Limit $ **10,000** **Fire Legal Liability Coverage: $100,000 Each Fire** **Professional Liability: $1,000,000 Each Claim / $2,000,000 Aggregate**
Owners and Contractors Protective Liability		Eff. Exp.	Each Occurrence $ General Aggregate $
Products - Completed Operations Liability		Eff. Exp.	Each Occurrence $ Products Aggregate $
Umbrella Liability	**CU-11295943**	Eff. **07/01/2021** Exp. **07/01/2022**	Limit $ **1,000,000**
Farmowners Liability Including Products Business Pursuits ☐ Excluded ☐ Included		Eff. Exp.	Limit $ Type: Describe:
Other		Eff. Exp.	

X JOEL KANNISON
Authorized Signature

5240
Agent Number

(517) 782-0485
Agent Phone Number

18 (07-14)

PROVIDE - CERTIFICATE HOLDER AND NAMED INSURED A COPY

JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14th , 2022

SUBJECT: Adoption of International Property Maintenance Code (IMPC)

Recommendation: *Approve first reading of an ordinance amending Chapter 14 of the City of Jackson Code of Ordinances, by adopting the International Property Maintenance Code (IPMC) and further making appropriate amendments, deletions and additions thereto.*

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Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Community Development Director

DATE: **June 14th 2022**

RECOMMENDATION: Approve first reading of an ordinance amending Chapter 14 of the City of Jackson Code of Ordinances, by adopting the International Property Maintenance Code (IPMC) and further making appropriate amendments, deletions and additions thereto

SUMMARY

The International Property Maintenance Code (IPMC) establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. This code is intended to establish provisions that adequately protect public health, safety and welfare. To read the Code go to https://codes.iccsafe.org/content/IPMC2021P1

BUDGETARY CONSIDERATIONS

Code Officer Training Cost for ICC Certification.

$1,688 per person x 5 Code Officers = $8,440

Computer code conversion 10 personnel hours= 552.50 (Allocated Rate)

Total $8,992.50

HISTORY, BACKGROUND and DISCUSSION

Dating back to at least 1977 the City of Jackson has had provisions to set a minimum housing. Public health safety and welfare has been the focus since the beginning. More specifically the main focus of the code is to establish a minimum standard for exterior property areas, exterior structures, interior structures, basic facilities, light and ventilation, occupancy requirements and safety hazards. For the past 45 year the City of Jackson has wrote/produced and established its own Housing Inspection code which was based upon the Michigan Residential Code. There is a desire to adopt a model code known as the International Property Maintenance Code IPMC which was created by the International Code Council (ICC).

The following will illustrate the mission and importance the ICC:

"The International Code Council is the largest independent organization engaged in creating model building codes in the United States, with over 100 years of experience in the building safety industry. The comprehensive suite of advanced model building codes published by the International Code Council - the International Codes (I-Codes) – are the most widely used and adopted codes around the world.

"The International Code Council is unique among its counterparts in other countries. In the U.S. system, the responsibility for adoption, implementation and enforcement of building codes lies with the states and local jurisdictions. However, there is no central government authority in the U.S. with responsibility for a national building code; rather, building codes are developed through a public-private partnership led by the International Code Council.

The International Code Council was formed in 1994 by three regional code development organizations in the U.S. – the Building Officials and Code Administrators International, Inc. (BOCA), the International Conference of Building Officials (ICBO), and the Southern Building Code Congress International, Inc. (SBCCI) – at the request of the design and construction industry to develop a single set of comprehensive national model codes. The first I-Code was published by the consolidated group in 1995, and in 2003 the three legacy organizations dissolved their independent operations and merged into one single, incorporated entity, the International Code Council.

The I-Codes are updated and published every three years through a robust, open, consensus process that involves all stakeholders and interested parties. This process of regular updates ensures that the I-Codes reflect the most recent developments in building science and technology, consider the use of new construction materials and techniques, **and incorporate lessons learned from building failures and disasters impacting the built environment around the world."**

The majority communities in Michigan that have a proactive housing inspection program or property maintenance program have adopted the IPMC in part or whole depending on the community. The IPMC is written in a way that allows for amendments so that the specifics needs of a community may be met. Because the IPMC is a minimum standard code, a community may elect to adopt more stringent codes to supplement the IPMC.

The current Chapter 14 does not have an agency that provides a certification for the enforcement of the code. Training usually encompasses the following; trade experience, MCOLES, involvement with professional code officer organizations and online training such as Licensed Builder Training which most of the inspectors have participated.

The ICC offers training that would allow the Code Officers to become certified in the IPMC. Currently the State of Michigan does not require or offer a certification for Housing Code Inspectors.

POSITIONS

The Chief Building Official and Director of Neighborhood and Economic Operations strongly encourage fully support the adoption of the International Property Maintenance Code.

Attachments: Department Memo, Chapter 14-IPMC revisions clean copy, Chapter 14- IPMC revisions redline copy
Go to the attached link to view the 2021 IPMC as published by ICC; https://codes.iccsafe.org/content/IPMC2021P1

ORDINANCE NO. 2022-_____

An Ordinance amending Chapter 14 of the City of Jackson Code of Ordinances to replace the Michigan Residential Code with the International Property Maintenance Code.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance amending Chapter 14 of the City of Jackson Code of Ordinances to replace the Michigan Residential Code with the International Property Maintenance Code, and delete unnecessary sections, for the public health, safety and welfare of the citizens of the City of Jackson.

Section 2. That Chapter 14 of the City of Jackson Code of Ordinances be amended as follows:

ARTICLE I. - NON-OWNER OCCUPIED RESIDENTIAL PROPERTY REGISTRY

Sec. 14-1. Title.

This article shall be known as the "Non-owner Occupied Residential Property Registry."

Sec. 14-2. Findings and purpose.

The city council finds that there are non-owner occupied residential dwellings or units in the city that have become unsafe, unsanitary and unsecure due to deterioration. The city council finds that it is in the best interests of the health, safety and welfare of the city and its residents to require that all non-owner occupied residential dwellings or units be registered and inspected to ensure safe, secure and sanitary living conditions for those residing in non-owner occupied residential dwellings or units. The city council also finds that by requiring property registration of all non-owner occupied residential dwellings or units in the city, the continuing maintenance of safe and quality non-owner occupied residential dwellings and units will be maintained and property values will be enhanced. The city council also finds that requiring designation of a responsible local agent will ensure timely notice under the law to the property owner and assist code enforcement inspectors in their duties to inspect non-owner occupied dwellings or units

Sec. 14-3. Definitions.

Unless the context indicates otherwise, the following words used in this article shall have these meanings:

A domestic partnership means an interpersonal, romantic relationship between two (2) individuals who live together and share a common domestic life but are not married to each other or to anyone else.

Domicile means the place at which a person resides a majority of the time and that is regarded as the person's true, fixed, principal, primary and permanent home.

Non-owner occupied residential dwelling or *unit* means any residential dwelling or unit constructed, intended, or currently used as habitable space in which the owner of the dwelling or unit does not reside, or where individuals

other than or in addition to the owner reside, whether pursuant to an oral or written lease or for other valuable consideration including, but not limited to, cash, barter of goods and services, and imputed rent. This does not include relatives that reside with the owner in the same unit. This term also does not refer to an individual residing in a dwelling or unit who is in a domestic partnership with the owner. This term does not apply to any residential dwelling or unit which is the primary domicile of the owner and is temporarily unoccupied for a period of not more than one hundred sixty (160) days. Examples of a non-owner occupied residential dwelling or unit include, but are not limited to, the following:

(1) A traditional lease with a written lease contract;
(2) A lease or rental arrangement with no written contract.
(3) A unit in which a non-owner is allowed to reside in exchange for providing services to the owner, whether the owner resides in the unit or resides elsewhere.
(4) A unit in which a relative is permitted to reside, where the owner of the unit resides elsewhere.
(5) A unit in which the owner resides and in which a non-owner is permitted to also reside in exchange for any form of valuable consideration. This does not include couples who reside together in a domestic partnership.
(6) A unit in which a non-owner is allowed to reside, unless otherwise exempted in this Article, even if no consideration is paid but the occupancy could be considered imputed rent by the Internal Revenue Service.

Owner means any person who, alone or with any other persons, shall

(1) Have a freehold or lesser estate in, or a land contract vendee's interest in, any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or
(2) Have charge, care or control of any premises, dwelling or dwelling unit, as owner or as personal representative. "Personal representative" means that term as defined in section 1106 of the Estates and Protected Individuals Code, 1998 PA 386, MCL 700.1106. A personal representative also may include a special fiduciary appointed to take possession of and administer the property of a decedent's estate. 2016 PA 59, MCL 700.1002.

Reside means to be physically present in a residential dwelling or unit and regard that dwelling or unit as one's home, to which one intends to return and remain permanently or continuously. For purposes of this article, a person may only reside in one dwelling or unit at a time.

Responsible local agent means a representative of a person corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

(1) Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, 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 non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of this Code.

Sec. 14-4. Property registration required.

(1) No person shall rent, lease, offer for rent or lease, or allow another person to occupy any non-owner occupied residential dwelling or unit without a property registration issued by the city.

(2) Upon the adoption of this chapter, any owner of a non-owner occupied residential dwelling or unit must register the non-owner occupied residential dwelling or unit within one hundred twenty (120) days of the effective date of this chapter. Upon expiration of the initial one hundred twenty-day period, an owner of a non-owner occupied residential dwelling or unit must register the non-owner occupied residential dwelling or unit within forty-five (45) days of the non-owner occupied residential dwelling or unit becoming non-owner occupied.

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 parent, child, or sibling 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. 14-6. Application and fees.

An owner of a non-owner occupied residential dwelling or unit shall apply for a property registration on forms provided by the department of neighborhood and economic operations. The owner must pay the required application fees and all outstanding inspection fees and applicable late charges. No application for property registration is valid unless filled out accurately and completely, signed by the owner and the responsible local agent, if applicable, and the proper fees have been paid. It is a violation of this article for an owner to provide inaccurate information on an application for a property registration. A property registration fee once tendered may not be refunded or transferred.

Sec. 14-7. Issuance of property registration.

A property registration shall be issued if the applicant meets all of the following requirements:

(1) An application form is properly submitted;

(2) An acknowledgment of local responsible agent form is submitted and signed by the local responsible agent, if required;

(3) All application fees are paid;

(4) All outstanding inspection fees and late fees are paid;

(5) Payment in full of all of the following fines, fees and debts relating to the property being registered owed to the city that are currently due or past due, including but not limited to:

   a. Outstanding water or sewer bills;

   b. All charges for mowing, cleanup, weed or debris removal; and

   c. Any fees, penalties, or debts of any sort arising from provisions of the housing code, including any blight violations.

Sec. 14-8. Amendment of property registration information.

If any information submitted upon the application for issuance of a property registration changes, the owner must notify the department of neighborhood and economic operations within ten (10) days and submit an amended application. Failure to update information within ten (10) days is a violation of this article and subject to late fees.

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. 14-9.1. Reserved.

Sec. 14-10. Responsible local agent.

For a non-owner occupied residential dwelling or unit owned by a person or entity that resides more than seventy-five (75) miles outside of Jackson 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 for-profit or non-profit entity, the address of the registered office or headquarters of the entity must be within seventy-five (75) miles of the county.

Sec. 14-11. Notice to owner or responsible local agent.

All notices required by chapters 2.5, 4, 5, 12, 13, 14, 17, 26 or 28 [of this Code] concerning a non-owner occupied residential dwelling may be served by either first class mail, certified mail or personal service upon the owner or upon the responsible local agent, if one has been designated. Electronic mail may also be used to ensure expediency.

Sec. 14-12. Transfer of ownership.

If the ownership of a non-owner occupied residential dwelling or unit is transferred, any property registration under this article shall become void. An application for registration must be made at the time of closing by the purchaser, transferee, or grantee, and the seller of the non-owner occupied residential dwelling or unit must notify the city within forty-five (45) days of the sale or transfer and provide the name and address of the purchaser or transferee. A purchaser or transferee who intends to live in a single-family dwelling that was a non-owner occupied single-family dwelling prior to the sale or transfer, but will be an owner-occupied single-family dwelling after the sale or transfer, need not comply with registering the property once a transfer affidavit and proof that a one hundred (100) percent principal residence exemption (PRE) has been filed with the city assessor. No refunds or credits of fees will be given when there is a transfer of ownership.

Sec. 14-12.1. Transfer of ownership to in-place tenant.

If the ownership of a non-owner occupied residential dwelling or unit is transferred from a non-occupant owner of the property to an occupant of the property, whether by traditional sale or by land contract, any inspections under the

non-owner occupied residential property registry scheduled prior to the transfer of ownership shall continue to be conducted. Both the previous owner and the new owner shall be notified of any such inspection. However, the transfer of properties between immediate family members (father, mother, brother, sister, son, daughter) shall be exempt from the registration and inspection requirements of this chapter.

Sec. 14-13. Presumption of non-owner occupied residential dwelling or unit.

Whenever a residential dwelling or unit used for or intended for residential purposes is vacant or occupied by anyone other than the owner of record as shown in the records of the city assessor, there shall exist a presumption that the dwelling or a portion of the dwelling is a non-owner occupied residential dwelling or unit regardless of whether monetary compensation is exchanged between the owner and the person(s) occupying the residential dwelling or unit. In addition, there shall be a presumption that the dwelling is non-owner occupied if the property or unit was rented, leased, let, or registered under this article within the last six (6) months, and the owner has not properly applied for a change of use.

Sec. 14-14. Fees and charges.

Application fees, inspection fees, applicable late fees as well as any other charges in connection with property registration shall be established by resolution of the city council.

Sec. 14-15. Revenues.

All revenues raised shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred to the general operating fund for any purpose.

Sec. 14-16. Disclaimer of liability.

The city shall not be liable to any person or entity by reason of the inspections required by this article or the issuance of a property registration. A property registration is not a warranty or guarantee that there are no defects in the non-owner occupied residential dwelling or unit. The inspection of the land use, exterior and interior of the dwelling or unit is limited to visual inspection only. The city does not guarantee or approve, and shall not be held responsible for, defects not noted in any inspection report or for any latent, structural or mechanical defects thereto.

Sec. 14-17. Penalties.

A violation of any provision of this article is a blight violation subject to the penalties provided in chapter 2.5 of this Code. Each day that a provision of this article continues to exist is a separate offense. In the case of a multi-unit non-owner occupied residential dwelling, each unit that is in violation of any provision of this article constitutes a separate offense.

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. 14-19. 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.

ARTICLE II. – MINIMUM HOUSING STANDARDS

DIVISION 1. – GENERALLY

Sec. 14-25. Interpretation of definitions.

All words and terms used in this article shall be given their common and normal meaning unless defined hereinafter. The words and terms defined hereinafter shall be given the meaning indicated in the interpretation and enforcement of this article. All other words and provisions of this article shall be interpreted so as to eliminate or prevent the conditions set out in findings and determinations of necessity.

Unless the context clearly indicates otherwise, when words are used in this article, the following rules of construction shall apply:

(1) The singular includes and shall apply to the plural, and the plural applies to and includes the singular.
(2) The masculine gender shall include the feminine and neuter, and feminine and neuter shall include the masculine.
(3) Where the text uses the negative of a defined word, the negative of the definition shall be applied.
(4) The definition of a verb or a noun shall be used in an appropriate fashion where the adverbial or adjectival form of the word is used.

Sec. 14-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned dwelling means a dwelling which is unoccupied in any manner for a period of more than six (6) months. A dwelling 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.

Accessory structure means a detached structure customarily incidental to the principal structure and located on the same lot with such principal structure including, but not limited to, detached garages, carports, sheds, fences, playhouses, and swimming pools. Accessory structure does not include tents, fabric covered assemblies, and shelters or storage containers.

Approved, as applied to a material, device or method of construction, means approved by the chief building official under the provisions of this article, or approved by other authority designated by law to give approval in the matter in question.

Basement means that portion of a building partly underground, but having less than half its clear height below the average grade of the adjoining ground (See Cellar).

Building code board of examiners and appeals means the board appointed by the mayor and city council to provide for reasonable interpretations of the provisions of the building code and the housing code.

Building code means the building codes officially adopted by the city council; or such other codes as may be officially adopted by the city council for the purpose of regulating the administration, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures. Building codes officially adopted by the city council include, but are not limited to:

(1) Michigan Building Code as set forth in MCL 125.1501, et seq., R408.30401, as amended.
(2) Michigan Electrical Code as set forth in MCL 125.1501, et seq., R408.30801, as amended.
(3) Michigan Mechanical Code as set forth in MCL 125.1501, et seq., R408.30901, as amended.
(4) Michigan Plumbing Code as set forth in MCL 125.1501, et seq., R408.30701, as amended.
(5) Michigan Rehabilitation Code for Existing Buildings, as set forth in MCL 125.1501, et seq., R408.30551, as amended.
(6) Michigan Residential Code as set forth in MCL 125.1501, et seq., R408.30501, as amended.

Cellar means that portion of a building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

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.

Dwelling means any building which is wholly or partly used, designed, or constructed for the purpose of, or intended to be used for human habitation.

(1) *One-family dwelling* means a building containing one (1) dwelling unit.
(2) *Two-family dwelling* means a building containing two (2) dwelling units.
(3) *Multiple-family dwelling* means a building containing more than two (2) dwelling units.
(4) *Boardinghouse, lodging house, or tourist house* means a building arranged or used for lodging with or without meals, for compensation.
(5) *Dormitory* means a building arranged or used for lodging six (6) but not more than twenty (20) individuals and having common toilet and bathroom facilities.
(6) *Hotel* means a building arranged or used for sheltering, sleeping or feeding, for compensation and open for permanent or transient guests.

Dwelling unit means one (1) or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities.

Egress means a place or means of going out.

Enforcement officer means the official designated herein or otherwise charged with the responsibilities of administering this article, or his or her authorized representatives.

Exit door means that portion of a means of egress between the termination of the means of egress at the exterior of the dwelling or dwelling unit and the outside of the dwelling or dwelling unit.

Exterior property area means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

Extermination means the control and elimination of insects, rodents, vermin or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison, spraying, fumigating, trapping or by any other approved pest elimination methods.

Fire official means the chief of the fire department or his or her duly authorized representatives.

Floor area means the area of the floor contained within the partitions or walls enclosing any room over which floor the ceiling height is not less than the minimum height required by this article and excluding the floor area of any closets.

Flush water closet means a toilet bowl flushed with water under pressure or under static head with a water-sealed trap above the floor level.

Garbage means spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid

decomposition, including trash to which such material has adhered. This definition is not meant to preclude the composting of yard waste in an appropriate container as approved by the chief building official.

Gross floor area means the total floor area in a building or structure.

Habitable room means a room or enclosed floor space arranged for living, sleeping, eating or cooking purposes (not including bathrooms, water closet compartments, laundry rooms, pantries, foyers, hallways, storage rooms and other accessory floor spaces).

Hazard means that condition which presents a danger to the health and safety of persons and surrounding property.

Heated water means water heated to a temperature of not less than one hundred twenty (120) degrees Fahrenheit at the outlet.

Hotel (See Dwelling).

Human habitation means the use of any room, rooming unit, dwelling unit, building or premises for the purpose of living, sleeping, cooking or eating purposes by one (1) or more persons.

Infestation means the presence of insects, rodents, vermin or other pests.

Integral means incorporated in the design of the structure and performing a specific function or serving a specific purpose.

Kitchen means a room or portion of a room containing a minimum of seventy (70) square feet of floor area used for the preparation or consumption of food, and containing the facilities and equipped as provided in this article.

Kitchenette means a room or a portion of a room containing less than seventy (70) square feet of floor area used for the preparation of food, and containing the facilities and equipped as provided in this article.

Motel means the same as a hotel.

Multiple-family dwelling (See Dwelling).

Occupant means any person, over one (1) year of age (including owner or operator) living and sleeping in a dwelling or dwelling unit or having actual possession of such dwelling or dwelling unit.

Openable area means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator means any person who has charge, care, control or management of a building or part thereof in which dwelling units are let.

Owner means any person who, alone or with any other persons, shall:

(1) Have a freehold or lesser estate in, or a land contract vendee's interest in, any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or

(2) Have charge, care or control of any premises, dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner.

Person means an individual, firm, corporation, association or partnership.

Plumbing means, but is not limited to, water heating facilities, water pipes, garbage disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents or other similarly supplied fixtures, together with all connections to potable water, sanitary sewer or vent lines.

Premises means a lot, plot or parcel of land including the buildings or structures thereon.

Public hall means a hall, corridor or passageway not within the exclusive control of one (1) occupant.

Refuse means, but is not limited to, garbage, rubbish, trash, debris, and junk; household appliances or furniture intended for interior use; inoperable, disassembled, or broken toys; mechanical or electrical devices or any kind; ferrous and non-ferrous metals; industrial sludge; solid commercial or industrial waste; or animal waste, but does not include human body waste, liquid, or other waste regulated by statute.

Responsible local agent means a representative of a person, corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

(1) Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, 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 non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of this Code.

Residence building means a building in which sleeping accommodations, with or without cooking facilities as a unit, are provided, except when classified as an institution under the building code.

Rooming house means any dwelling or that part of any dwelling containing one (1) or more rooming units.

Rooming units means any room or group of rooms forming a single habitable unit used or intended to be used for living or sleeping but not for cooking purposes.

Rubbish means combustible and noncombustible waste materials, except garbage; and the term shall include, but is not limited to, the residue from the burning of wood, coal, coke and other combustible materials; paper; rags; cartons; boxes; wood; excelsior; rubber; leather; tree branches; yard trimmings; tin cans; metals; mineral matter; glass, crockery; dust and other similar material.

Single-family, owner-occupied dwelling means any dwelling occupied by a single family of which one (1) or more members of the family are owners of the freehold of the premises or a lesser estate, or a land contract vendee's interest therein other than a tenancy for a period of time or at will.

Storage area means a room or space in an unoccupied basement, cellar, attic, garage, or any accessory structure designated for the holding or keeping of materials which are intended for future use and drawn upon when needed.

Supplied means installed, furnished or provided by the owner or his or her authorized representative.

Temporary structure means, but is not limited to, tents, fabric covered assemblies and shelters, or storage containers that are not fastened to a permanent foundation.

Unfit for human habitation means that dwelling or dwelling unit which is a hazard to the health and welfare of the occupants because it lacks maintenance or is in disrepair, lacks essential services (gas, water, electric and sewer), is unsanitary, or insect-, vermin-, or rodent-infested.

Ventilation means the process of supplying and removing air by natural or mechanical means to or from any space.

(1) *Natural.* Ventilation by opening to outer air through windows, skylights, doors, louvers, or stacks without wind-driven devices.

(2) *Mechanical.* Ventilation by power-driven devices.

Window means and includes a window, skylight, glazed door, glass block panel, or other light-transmitting medium.

Workmanlike means executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing as close to identical material as possible, and finished to a completed state. Alternative methods and materials must be approved by the chief building official or his or her designee.

Workshop area means a room or space in an unoccupied basement, cellar, or garage utilized for repairing articles.

Sec. 14-27. Maintenance of facilities.

All dwellings shall be maintained and repaired in a workmanlike manner. All required and integral equipment in every dwelling shall be installed in accordance with the Michigan Building Code or International Property Maintenance Code, and maintained in accordance with the provisions of the housing code so as to properly and safely perform intended functions.

Sec. 14-28. Purpose.

The purpose of this article is to protect the public health, safety and welfare of occupants in buildings used or intended to be used for human habitation as hereafter provided by:

(1) Establishing minimum standards for exterior property areas, exterior structure, interior structure, basic facilities, light and ventilation, occupancy requirements, and fire safety. These standards are designed to be reasonably high but at the same time practical and attainable.
(2) Fixing the responsibilities of owners, operators, occupants, and responsible local agents of dwellings and dwelling units.
(3) Providing for administration, enforcement and penalties.

Sec. 14-29. Applicability.

The provisions of this article shall apply to all existing structures used, designed and constructed for the purpose of or intended to be used for human habitation. The minimum standards required under this Code are designed to prevent fire hazards, structural deterioration, inadequate light, air and heat, and unsanitary and overcrowded conditions which constitute a menace to the safety, health and welfare of the occupants.

Sec. 14-30. Nonpayment of administrative hearings bureau fines and costs.

An individual, partnership, corporation, association, governmental entity, or any other legal entity shall not be eligible to apply for building permits, certificates of use and occupancy, or specific variances to substantive requirements of the Code of Ordinances if the person or the owner of the affected or proposed building or structure is delinquent in paying civil fines, costs, or justice system assessments imposed [by] the City of Jackson's Administrative Hearings Bureau.

Pursuant to Michigan law, this subsection shall not apply to an applicant if the applicant became the owner of the property by foreclosure or by taking a deed in lieu of foreclosure and is one of the following: a government sponsored enterprise, financial institution, or mortgage servicer as defined by MCL 125.1509(c)(2)(a), (b), and (c).

This subsection shall not apply to an application for a building permit if the work authorized under the building permit will correct, in whole or in part, the blight violation that was the subject of the delinquent payment.

Secs. 14-31—14-40. Reserved.

DIVISION 2. ENFORCEMENT

Sec. 14-41. Enforcement agency.

The provisions of this article shall be enforced by the chief building official, fire official, and the chief of police or their designated representatives.

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 subsection 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.

Sec. 14-42.2. Reasons for revocation or denial of certificate of compliance.

A certificate of compliance may be denied or revoked by the chief building official for any of the following reasons:

(1) Whenever the city finds that the owner of any non-owner occupied residential dwelling or unit has failed to comply with a notice of violation issued pursuant to chapter 14 of this Code;

(2) If an owner or responsible local agent has refused or failed to allow an inspection of the non-owner occupied residential dwelling or unit by a code enforcement official;

(3) An act, omission or condition exists at a non-owner occupied residential dwelling or unit that is unauthorized or beyond the scope of the property registration granted;
(4) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is prohibited by the provisions of this article or any other city ordinance, regulation or provision, or by any state or federal law;
(5) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is contrary to the public health, safety, and welfare of the citizens of Jackson; or
(6) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is a nuisance as identified in chapter 17 of this Code.
(7) However, the owner may enter into a development agreement with the city to address the outstanding violations within an agreed upon timeframe and ramifications for non-compliance.

Sec. 14-43. Inspection fees.

(1) The owner of a dwelling unit shall be charged by the chief building official for inspections conducted pursuant to this article in accordance with the resolutions adopted by the city council. The owner or occupant of property whose dwelling is inspected pursuant to a housing rehabilitation program or other housing assistance program of the city shall not be charged for such inspection.
(2) Reserved.
(3) If the owner fails to pay an invoice for inspection fees directed to him or her under subsection [1] of this section within thirty (30) days, the city may cause the costs reflected in said invoice to be assessed against the premises as a special assessment, pursuant to serial section 273 of the City Charter, and may institute an action against the owner for the collection of said costs in any court of competent jurisdiction. However, the city's attempt to collect such costs by any process shall not invalidate or waive the lien upon the premises.
(4) All revenues raised shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred to the general operating fund for any purpose.

Sec. 14-44. Violations observed.

When violations of this article are observed, the chief building official or his or her authorized representative shall file a written report of such violations with the department of neighborhood and economic operations.

Sec. 14-45. Notices and orders.

Notice of violations of this article and orders for the correction of such violations shall be given to the owner or his or her agent within fourteen (14) working days from the date of inspection. Notice shall:

(1) Be in writing.
(2) Identify the property involved, the day of the inspection and the name of the inspector.
(3) Cite the conditions that constitute violations of this article.
(4) State the time allotted for correction of the violations. Emergency hazards shall be corrected immediately. For purposes of this section, the time allotted for correction of nonemergency violations shall be no less than thirty (30) and no more than ninety (90) calendar days.
(5) Inform the owner of his or her right to appeal to the building code board of examiners and appeals.

Sec. 14-45.1. Transfer of ownership.

It shall be unlawful for the owner of any dwelling or dwelling unit who has received a notice of violation and order for correction, or upon whom a notice of violation and order for correction has been served, pursuant to section 14-45 of this article, to sell, transfer, or otherwise dispose of to another until the provisions of the notice of violation and order for correction have been complied with, or until such owner furnishes the grantee or transferee a true copy of said notice of violation and order for correction issued by the chief building official, and shall furnish to the chief building official a signed and notarized statement from the grantee or transferee acknowledging the receipt of such

notice of violation and order for correction, and fully accepting the responsibility without condition for making the corrections or repairs required by such notice of violation and order for correction.

Sec. 14-46. Notice to vacate.

When the chief building official, chief of police or fire official finds any dwelling unfit for human habitation, he or she shall serve notice to vacate on the owner or his or her responsible local agent as follows:

(1) By personal service on the owner or the responsible local agent; or
(2) By personal service to the owner, the responsible local agent, or to a person of suitable age and discretion at the owner's or responsible local agent's last known address; or
(3) By first class mail addressed to the owner or his or her responsible local agent at his or her last known address; or
(4) By posting the notice for a twenty-four-hour period in placard form in a conspicuous place on the premises to be vacated. No person shall deface or remove such placard from any dwelling except by authority in writing from the chief building official.

Sec. 14-47. Vacating of unfit building.

Any dwelling or dwelling unit which has been declared unfit for human habitation shall be vacated within a reasonable time as required by the chief building official, chief of police or fire official. No person shall occupy such dwelling or dwelling unit until written approval is secured from the chief building official. Any person who willfully refuses to vacate a building ordered vacated under this section, who reoccupies or causes or allows such a building to be reoccupied without satisfying all requirements of a notice or order issued under this section, or who, without permission, removes a notice posted on a building pursuant to this section, shall be guilty of a misdemeanor and punished upon conviction thereof as provided in section 1-18 of this Code. Examples of property conditions that may result in vacating of a building include, but are not limited to:

(1) Lack of essential electric service;
(2) Lack of essential gas service;
(3) Lack of essential water service;
(4) Evidence of a lead hazard as demonstrated by a child with an elevated blood level who resides in or visits the dwelling as reported by the Jackson County Health Department or other health agency;
(5) Evidence of infestation by rodents or bugs;
(6) Evidence of a sewage backup;
(7) Evidence of active methamphetamine components, or other drug related or hazardous materials; and
(8) Evidence of other living conditions which are unsanitary and unfit for human habitation.

Sec. 14-48. Correction of violation.

The time limit set for the correction of a violation may be extended by the chief building official or the building code board of examiners and appeals if the owner can show a good faith effort to comply with the repair order. Time limits may also be extended by the chief building official for repairs which cannot be carried out within the allotted period because of the seasonal nature of the work to be done.

Sec. 14-49. Noncompliance cases.

If the owner or occupant fails to comply with the correction order contained in the notice of violation, the chief building official may bring an action to enforce the provisions of this article.

If the violation constitutes an emergency, or the owner ignores the correction order, the chief building official may cause the necessary repairs to be made or take other corrective action up to and including condemnation and demolition of the structure, and the charges collected as a special assessment against the premises as provided in the Charter of the city.

Sec. 14-50. Penalties.

Unless provided otherwise, a violation of any provision of this article is a blight violation subject to the penalties provided in chapter 2.5 of this Code. Each day of violation of a provision of this article relating to the physical condition of any dwelling shall constitute a separate violation.

Sec. 14-51. Variance.

(a) An owner, or agent thereof, whose structure(s) has been inspected, may apply to the building code board of examiners and appeals for a hearing, no later than ninety (90) days after the notice of violation is issued, for consideration of receiving a specific variance to a requirement of this article that is identified as a violation or correction order in the notice of violation(s). The building code board of examiners and appeals may grant a specific variance to any requirement of this article if the literal application of a requirement would result in practical difficulty for compliance with the particular section(s) at issue. No variance shall be granted if same would result in either the purpose or the intent of the particular section(s) at issue being abrogated. 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 section(s) at issue will be satisfied. In reviewing a request for a variance, the board shall consider the following to determine whether practical difficulty exists:
    (1) Whether there are exceptional or extraordinary conditions applying to the property that do not apply to other similar properties;
    (2) Whether the exceptional or extraordinary conditions resulted from the action of the property owner;
    (3) Whether there exists alternative or equivalent methods or materials that would allow the purpose and intent of the particular section(s) at issue to be satisfied;
    (4) Whether strict compliance with the ordinance [this chapter] requirements would be unreasonably burdensome on the property owner;
    (5) Whether strict compliance with the ordinance [this chapter] requirements would cause a financial hardship for the property owner;
    (6) Whether the granting of a variance would result in a substantial detriment to the property; and
    (7) Whether the variance requested is the minimum variance possible that would still allow the purpose and intent of the particular section(s) at issue to be met.

(b) An owner, or agent thereof, whose building, structure, or dwelling has been determined to be unfit for human habitation by the chief building official and where a notice to vacate has been served under section 14-46, may appeal the determination of the chief building official to the building code board of examiners and appeals for a hearing to determine if the notice to vacate should be upheld or discharged. The building code board of examiners and appeals shall uphold the notice to vacate if it determines that the building, structure, or dwelling is unfit for human habitation or discharge the notice to vacate if it determines that the building, structure, or dwelling is fit for human habitation.

Sec. 14-52. Appeal application fee.

Any person who files an appeal with the building code board of examiners and appeals pursuant to section 14-51 shall be obligated to accompany his or her appeal with an application fee established by city council resolution. The board may waive an application fee if it finds same would cause a financial hardship for the applicant.

Secs. 14-53—14-60. Reserved.

DIVISION 3. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 14-61. – Adoption.

The International Property Maintenance Code, 2021 edition, as published by the International Code Council, be and hereby is adopted as the Property Maintenance Code of the City of Jackson, in the State of Michigan for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes prescribed in section 14-62.

Sec. 14-62. – Amendments, deletions and additions.

The International Property Maintenance Code adopted in section 14-61 is amended and revised, and additional sections are added as herein after set forth.

(1) Section 101.1 is hereby amended to read as follows:
101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Jackson, hereinafter referred to as "this code."

(2) Section 103.1 is deleted in its entirety and the following new Section 103.1 is added as follows:
103.1 General. The provisions of this code shall be enforced by the chief building official, fire official, and the chief of police, or their designated representatives, all of whom may be referred to as *code official*.

(3) Section 107 is hereby amended in part by deleting the text "board of appeals" and replacing it with "Construction Board of Appeals".

(4) Section 109.3 is deleted in its entirety and the following new Section 109.3 is added as follows:
109.3 Prosecution of violation. Sections 14-49 and 14-50 shall govern the prosecution of violations under this code.

(5) Section 111 is deleted in its entirety.

(6) Section 113 is deleted in its entirety.

(7) Section 202 is hereby amended in part as follows:

The definition of "accessory structure" is added as follows:
ACCESSORY STRUCTURE. A detached structure customarily incidental to the principal structure and located on the same lot with such principal structure including, but not limited to, detached garages, carports, sheds, fences, playhouses, and swimming pools. Accessory structure does not include tents, fabric covered assemblies, and shelters or storage containers.

The definition of "condemn" is deleted.

The definition of "cost of such demolition or emergency repairs" is deleted.

The definition of "dwelling unit" is replaced with the following definition:

DWELLING UNIT. One (1) or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities.

The definition of “egress” is added as follows:
EGRESS. A place or means of going out.

The definition of “exit door” is added as follows:
EXIT DOOR. That portion of a means of egress between the termination of the means of egress at the exterior of the dwelling or dwelling unit and the outside of the dwelling or dwelling unit.

The definition of “extermination” is added as follows:
EXTERMINATION. The control and elimination of insects, rodents, vermin or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison, spraying, fumigating, trapping or by any other approved pest elimination methods.

The definition of “hazard” is added as follows:
HAZARD. That condition which presents a danger to the health and safety of persons and sourrounding property.

The definition of “inoperable motor vehicle” is deleted.

The definition of “kitchen” is added as follows:
KITCHEN. A room or portion of a room containing a minimum of seventy (70) square feet of floor area used for the preparation or consumption of food, and containing the facilities and equipped as provided in this article.

The definition of “kitchenette” is added as follows:
KITCHENETTE. A room or a portion of a room containing less than seventy (70) square feet of floor area used for the preparation of food, and containing the facilities and equipped as provided in this article.

The definition of “plumbing” is added as follows:

PLUMBING. Including, but not limited to, water heating facilities, water pipes, garbage disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents or other similarly supplied fixtures, together with all connections to potable water, sanitary sewer or vent lines.

The definition of “public hall” is added as follows:
PUBLIC HALL. A hall, corridor or passageway not within the exclusive control of one (1) occupant.

The definition of “refuse” is added as follows:
REFUSE. Including, but not limited to not limited to, garbage, rubbish, trash, debris, and junk; household appliances or furniture intended for interior use; inoperable, disassembled, or broken toys; mechanical or electrical devices or any kind; ferrous and non-ferrous metals; industrial sludge; solid commercial or industrial waste; or animal waste, but does not include human body waste, liquid, or other waste regulated by statute.

The definition of “single-family, owner-occupied dwelling” is added as follows:
SINGLE-FAMILY, OWNER-OCCUPIED DWELLING. Any dwelling occupied by a single family of which one (1) or more members of the family are owners of the freehold of the premises or a lesser estate, or a land contract vendee's interest therein other than a tenancy for a period of time or at will

The definition of “workmanlike” is replaced with the following definition:
WORKMANLIKE. Executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing as close to identical material as possible, and finished

to a completed state. Alternative methods and materials must be approved by the chief building official or his or her designee.

(8) Section 302.4 is deleted in its entirety.

(9) Section 302.8 is deleted in its entirety.

(10) Section 302.9 is deleted in its entirety.

(11) Section 304.2 is deleted in its entirety and the following new section 304.2 is added as follows:

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods which are in sound condition free from obvious rot, decay, and deterioration, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(12) Section 304.14 is deleted in its entirety and the following new section 304.14 is added as follows:

304.14 Screens. Every uninsulated door opening directly from any dwelling or dwelling unit to the outdoors used for ventilation purposes shall be supplied with a storm-screen unit. Every insulated door shall be provided with a screen only. Every hinged screen or storm-screen door in a dwelling or dwelling unit shall have a self-closing device in good working condition. Every uninsulated window opening directly from any dwelling or dwelling unit to the outdoors that may be used for ventilation purposes shall be supplied with a storm-screen unit. Every insulated window shall be provided with a screen only. Each basement or cellar window, when open for ventilation, shall be screened and every other opening to a basement which might provide an entry for rats or other vermin shall be supplied with a screen or other device as to effectively prevent their entrance.

(13) Section 304.18.1 is deleted in its entirety and the following new section 304.18.1 is added as follows:

304.18.1 Doors. All egress doors shall be readily openable from the side from which egress is to be made without the use of a key or special knowledge or effort.

(14) Section 304.18.2 is deleted in its entirety and the following new section 304.18.2 is added as follows:

304.18.2 Windows. Every window and their frames shall be maintained in good repair, operate as designed and intended, and shall be weatherproof, rodent-proof, and waterproof.

(15) Section 308 is deleted in its entirety.

(16) Section 402.3 is deleted in its entirety and the following new section 402.3 is added as follows:

402.3 Other spaces. Other spaces shall be adequately and reasonably illuminated sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

(17) Section 404.3 is deleted in its entirety and the following new section 404.3 is added as follows:

404.3 Minimum ceiling heights. In all existing habitable spaces, hallways, laundry areas, bathrooms, toilet rooms, and habit able basement areas shall have a clear ceiling height of not less than six (6) feet six (6) inches. Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than four (4) feet on center and projecting not more than six (6) inches below the required ceiling height.

2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study, or recreation purposes, having a ceiling height of not less than six (6) feet six (6) inches with not less than six (6) feet four (4) inches of clear height under beams, girders, ducts, and similar obstructions.

3. Rooms occupied exclusively for sleeping, study, or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least six (6) feet six (6) inches over not less than one-third (⅓) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five (5) feet or more shall be included.

(18) 602.3 is hereby amended in part by deleting the text “during the period from [DATE] to [DATE]”.

(19) 602.4 is hereby amended in part by deleting the text “during the period from [DATE] to [DATE]”.

(20) Section 604.2 is deleted in its entirety and the following new section 604.2 is added as follows:

604.2 Service. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 100 amperes.

(21) Section 605.2 is deleted in its entirety and the following new section 605.2 is added as follows:

Section 605.2 Receptacles.

1. Each habitable room shall be provided with a minimum of two (2) duplex receptacles conveniently located to adequately supply the electrical fixtures and appliances therein.

2. Kitchen countertop receptacles shall be protected by a ground fault circuit interrupter (GFCI).

3. Each bathroom shall be provided with at least one (1) duplex receptacle located within three (3) feet of the sink and shall be protected by a ground fault circuit interrupter.

4. The laundry area shall be provided with at least one (1) ground fault circuit interrupter receptacle located adjacent to the laundry appliance.

5. All outside and basement receptacles shall be protected by a ground fault circuit interrupter.

6. Three-way switching shall be provided for all stairways between habitable floors with six (6) or more risers. Three-way switching is not required if the stairway is continuously illuminated or the lights are automatically controlled.

7. Every room or space including, but not limited to, habitable rooms, hallways, stairways, bathrooms, kitchens, laundry rooms, garages, utility rooms, basements, cellars, crawlspaces, work rooms, or storage rooms shall be provided with a lighting fixture controlled by a switch at the entryway except that:

a. A habitable room may be provided with a switched receptacle or a duplex receptacle located within six (6) feet of the entrance doorway.

b. An attic that is accessible by stairs shall be provided with at least one (1) light outlet switched near the entryway.

c. Each main entrance shall be provided with a suitable lighting fixture outside of the door and a switch convenient to the door. Each enclosed porch shall be provided with a suitable lighting fixture outside the door.

d. If a detached garage is provided with power, it shall be provided with at least one (1) inside lighting fixture, a ground fault circuit interrupter protected outlet, and a switched lighting fixture outside the service door. If the exterior of the service door is adequately illuminated by other lighting, a lighting fixture outside of the service door is not required.

9. The electrical service must have an ampacity of not less than the load served.

10. Existing electrical services that do not comply with subsection (5)i. above shall be upgraded in accordance with the National Electrical Code.

Secs. 14-62—14-120. - Reserved.

ARTICLE III. – HOUSING COMMISSION

Sec. 14-121. Continuation.

The Jackson Housing Commission heretofore created pursuant to Act No. 18 of the Public Acts of Michigan of 1933, (Ex. Sess.), as amended, (MCL 125.651 et seq.), is hereby continued.

Sec. 14-122. Membership.

The members of the housing commission shall be appointed in conformity with a resolution adopted by the city council in accordance with Section 4 of Michigan Public Act 18 of 1933 (Ex. Session) as amended, (MCL 125.654).

Sec. 14-123. Powers and duties.

Except as provided herein, or as otherwise may be established by the city council, the housing commission shall have all the powers and duties vested in housing commissions by Act No. 18 of the Public Acts of Michigan of 1933, as amended, (Extra Session), as amended, (MCL 125.651 et seq.), and any laws which are supplemental thereof.

Sec. 14-124. Employees.

The housing commission shall select and appoint such employees as it shall deem necessary for the proper exercise of its powers, functions and duties.

Sec. 14-125. Compensation.

The city council, upon the recommendation of the mayor, shall establish and approve the compensation of all officers and employees of the Jackson Housing Commission.

Secs. 14-126—14-130. Reserved.

ARTICLE IV. – FAIR HOUSING

Sec. 14-131. Definitions.

(a) The terms used to classify groups protected by the provisions of this article shall have the same meaning as used in Act No. 453 of the Public Acts of Michigan of 1976 (MCL 37.2101 et seq.), as amended (Elliot-Larsen Civil Rights Act).

(b) The term "source of income" means only lawful sources from which income is derived. When used in this article this term shall not be deemed to preclude a good faith business decision by an owner, lessee or sublessee of real property that an individual be denied access to housing due to his inability to meet the financial burdens attendant to the purchase, lease or sublease of such housing accommodation.

(c) The term "respondent" means the person alleged to have violated this article. It shall refer also to the person authorized to answer the complaint if that person is not the alleged violator.

Sec. 14-132. Discrimination in sale, lease or rental prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property, or any agent or representative thereof, to refuse to sell, exchange, rent or lease any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-133. Discrimination in lending prohibited.

It shall be unlawful for any person to discriminate in the lending of money, guaranteeing of loans, accepting of mortgages or otherwise making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-134. Discrimination by real estate broker or employee prohibited.

It shall be unlawful for any real estate broker, or employee of a real estate broker, to refuse to accept offers to purchase, offers to lease or any other proposed agreements with reference to the sale, exchange or lease of real property because of an individual's religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-135. Discrimination in terms and privileges prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property or any other person concerned with a real estate transaction to discriminate against an individual involved in such transaction because of that individual's religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-136. Publication indicating certain preferences prohibited.

It shall be unlawful for any person to publish, circulate, issue, display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement or sign relating to the sale, rental or lease of real property within the city indicating exclusion of or preference for any person or group of persons based upon religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital

status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-137. False or substantially misleading statements prohibited.

It shall be unlawful for any person to knowingly or intentionally present a false or substantially misleading statement to authorities charged with enforcement of this article, or to sign a complaint for violation of this article, knowing that it is based upon false or substantially misleading information.

Sec. 14-138. Exclusions.

This article shall not apply to the:

(1) Rental of a housing accommodation in a building which contains housing accommodations for not more than two (2) families living independently of each other, if the owner or lessor or a member of his family resides in one (1) of the housing accommodations.
(2) Rental of a room in a single-family dwelling by the owner of lessor if he or a member of his family resides therein.
(3) Rental of a housing accommodation for a period of time not to exceed twelve (12) months by the owner or lessor where it was occupied and maintained as his home for at least three (3) months immediately prior to occupancy by the tenant and is temporarily vacated while being maintained as a legal residence.
(4) Restriction by a religious organization or institution of facilities for housing or accommodation, to persons of the denomination involved.
(5) Limitation of occupancy in a federally funded housing project or to the provision of federally funded public accommodations, assistance, or services to persons of low income, over fifty (50) years of age, or who are handicapped.
(6) Limitation by an educational institution of the use of its facilities to those affiliated with such institution.
(7) Practice by the owner of an owner-occupied one- or two-family dwelling, housing accommodations, or public accommodation devoted entirely to the housing and accommodation of individuals of one (1) sex, to restrict occupancy and use of the facility on the basis of an individual's sex.

Sec. 14-139. Rules.

The city attorney is hereby authorized to promulgate any rules and forms deemed necessary to implement the provisions of this article.

Sec. 14-140. Penalties.

Any person violating any of the provisions of this article may, upon conviction thereof, be sentenced to pay a fine of not more than five hundred dollars ($500.00) or be imprisoned for not more than ninety (90) days or both.

Secs. 14-141—14-150. Reserved.

ARTICLE V. – NON-RESIDENTIAL BUILDINGS

DIVISION 1. – IN GENERAL

Sec. 14-151. Findings and determination of necessity.

The city council finds that there are many non-residential buildings in the city which are poorly maintained or neglected by their owners. These buildings adversely affect citizens who own or occupy nearby buildings and

dwellings by lowering property values and rental values. Many of these poorly maintained and neglected buildings have become so dilapidated that occupancy is no longer economically feasible. This increases the incidence of vandalism and fire. The city council finds that the elimination and prevention of these conditions is necessary and is in the best interest of the city and its citizens.

Sec. 14-152. Purpose.

The purpose of this article is to maintain, preserve and improve the stock of non-residential buildings in the city. To accomplish this, this article sets out minimum standards for the exterior maintenance of all non-residential buildings. In carrying out this purpose, it is the intention of the city council to exercise its full powers to protect the public health, safety and welfare, whether the powers so exercised are derived from the Constitution, state law or the city Charter.

Sec. 14-153. Interpretations.

All words and terms used in this article shall be given their common and normal meaning unless defined hereinafter. The words and terms defined hereinafter shall be given the meaning indicated in the interpretation and enforcement of this article. All other words and provisions of this article shall be interpreted so as to eliminate or prevent the conditions set out in findings and determinations of necessity.

Sec. 14-154. General term usage.

Unless the context clearly indicates otherwise, when words are used in this article, the following rules of construction shall apply:

(1) The singular includes and shall apply to the plural, and the plural applies to and includes the singular.
(2) The masculine gender shall include the feminine and neuter, and feminine and neuter shall include the masculine.
(3) Where the text uses the negative of a defined word, the negative of the definition shall be applied.
(4) The definition of a verb or a noun shall be used in an appropriate fashion where the adverbial or adjectival form of the word is used.

Sec. 14-155. Definitions.

The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Basic structural elements means the parts of a building which provide the principal strength, stability, integrity, shape and safety of the building, including, but not limited to plates, studs, joists, rafters, stringers, stairs, sub-flooring, flooring, sheathing, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry and all other essential components.

Building means any structure upon a property, presently or formerly used or intended to be used in whole or in part for the purpose of commerce, trade, manufacture, business, government, worship, education, office, medical, storage or other non-residential purpose.

City means the municipal corporation that is the City of Jackson and includes all authorized agents of the City of Jackson, when acting within the scope of their authority.

Court means a court of competent jurisdiction.

Deteriorate means to decay, decompose or degenerate.

Deterioration or *deteriorated* means the fact or process of decay or degeneration which has progressed to the point where it has resulted in or will soon result in making an object or mechanism unsafe, unsanitary, inoperable, unusable or unsuitable for its intended use, including, but not limited to the advanced stage of rot, rust, mold, vermin ingestion, infestation or destruction.

Emergency means a condition of imminent danger calling for immediate action in order to avoid death, injury or illness to a human or the destruction or severe damaging of real or personal property.

Garbage means any spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition, including trash to which such material has adhered. This definition is not meant to preclude the composting of yard waste in an appropriate container as approved by the chief building official.

Good repair means to be properly installed, stable and maintained sufficiently free of defects or deterioration so as to be functional for its present use and to be safe and sanitary.

Good workmanship means executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing as close to identical material as possible, and finished to a completed state. Alternative methods and materials must be approved by the chief building official or his or her designee.

Non-residential means any structure or portion of a structure occupied or intended to be occupied, in whole or in part, for a use other than a dwelling, home, residing place, living space or sleeping space for one (1) or more human beings, either permanently or transiently.

Owner or *ownership* means any person holding legal or equitable title to a property or to real improvements upon a property, solely, jointly, by the entireties, in common, or as land contract vendee. Owner shall also mean any person who in fact has been empowered to act on behalf of, or as the agent of the owner. Owner shall also mean a person who has or exercises care, custody, dominion or control over any property. Owner shall not include any person who is a tenant.

Person means a human individual, as an association of individuals, a public, private or not-for-profit corporation, a firm or partnership.

Premises means property.

Property means any lot or parcel of land inclusive of any building or improvements located thereon.

Regular mail means that class of mail designed by the U.S. Postal Service as "first class" mail. Regular mail shall also include post cards and postal cards.

Responsible person means an owner or a person or persons designated in this article as being responsible for meeting the standards of this article.

Sanitary means free of grease, excrement, dirt, food residue, garbage, rust or similar matter which can harbor bacteria unsafe to humans or animals, or which produces strong odors or which provides for, or is an available source of food for, animals or insects.

Structure means anything constructed or placed upon a property which is supported by the ground or which is supported by any other structure, except a currently licensed vehicle.

Trash means waste materials and items which are not in good repair or are discarded and which are of little or no value, including, but not limited to plaster, paper, wrappings, plant cuttings, household furnishings, building materials, packing and clothing, appliances, equipment, machinery or parts thereof.

Unsafe means a condition which is reasonably likely to do harm to humans or property if not corrected or stopped.

Vermin means rodents, birds and insects which are destructive of real or personal property or injurious to health.

Sec. 14-156. Applicability.

The provisions of this article shall apply to any person owning, occupying, managing or controlling any non-residential building in the city as identified by this article.

Secs. 14-157—14-200. Reserved.

DIVISION 2. – PROPERTY MAINTENANCE STANDARDS

Sec. 14-201. Property maintenance required.

All buildings, regulated by this article, whether occupied or unoccupied and all property on which the buildings are located shall meet or exceed the standards set forth in the International Property Maintenance Code as referenced in section 14-27, section 14-61, and section 14-62.

Sec. 14-202. Tenant responsibility for maintenance.

A tenant shall be responsible for maintaining the health, sanitation and storage standards of this division on that portion of the premises controlled exclusively by the tenant.

Sec. 14-203. Owner responsibility for maintenance.

The owner of a building shall be responsible for complying with the maintenance standards set forth in this article.

Sec. 14-204. Good workmanship.

Additions, replacements, repairs or changes made to buildings, accessory buildings, appurtenances or facilities regulated by this article shall be made with good workmanship.

Sec. 14-205. Exterior security lighting.

An exterior light fixture in good repair shall be provided adjacent to each entryway and exit located at the side or rear of a building having electrical service. Such light fixture shall illuminate between dusk to dawn daily.

Sec. 14-206. Street address visible.

Street addresses shall be provided for any building regulated by this article so as to identify the building from an adjacent public street or alleyway and in accordance with this Code.

Sec. 14-207. Vacant building identification.

An identification sign in good repair and visible from the street, measuring at least 8.5 inches by 11 inches, shall be affixed to a vacant unoccupied building regulated by this article. Such sign shall provide the name and phone number of the property owner or other responsible person to be contacted regarding maintenance or an emergency.

Secs. 14-208—14-300. – Reserved.

DIVISION 3. – ENFORCEMENT PROCEDURES

Sec. 14-301. Inspections authorized.

The standards of this article shall be applied to all non-residential buildings including, but not limited to, primary structures, accessory structures, yards, unsafe buildings, and buildings with advanced deterioration.

Sec. 14-302. Applicability.

The provisions of this article shall apply to all non-residential buildings and properties located within the city.

Sec. 14-303. Enforcement process.

In enforcement of the standards of this article, the city shall utilize the methods and procedures established in sections 14-41, et seq. of this chapter, and all rules, regulations, policies and procedures adopted pursuant thereto.

Sec. 14-304. Fees.

Inspection fees shall be adopted by resolution of the city council and collected pursuant to section 14-43 of this chapter. All revenues raised shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred to the general operating fund for any purpose.

Sec. 14-305. Inspection entry authorized.

When an emergency is believed to exist within a building or accessory building, the city shall have the right to enter immediately and at any time without a warrant or without requesting permission. Entry must be for the sole purpose of determining that an emergency exists or to abate an emergency condition known to exist.

Sec. 14-306. Change in ownership.
The prohibitions of section 14-45.1 of this Code shall be applicable to owners or responsible persons of properties regulated by this article.

Sec. 14-307. Removal of posted sign or notices.
It shall be a violation of this article to remove, damage, deface, interfere with, move or conceal any notice or sign posted in accordance with the provision of this article without first obtaining written permission of the chief building official.

Sec. 14-308. Penalties.
A violation of any provision of this article is a blight violation subject to the penalties provided in chapter 2.5 of this Code. Each day of violation of a provision of this article relating to the physical condition of any nonresidential building is a separate violation.

Sec. 14-309. Procedure for filing an appeal.
Any person wishing to make an appeal must fill out an appeal form setting forth the order of ruling being appealed. The appellant must file the form with the department of neighborhood and economic operations. The city will send a notice to the appellant regarding the date the appeal will be heard by the building code board of examiners and appeals. Notice of the hearing date will be by regular mail sent to the address stated on the appeal. The standards, procedures and criteria promulgated in section 14-51 of this chapter shall be applicable to appeals heard pursuant to this article.

Sec. 14-310. Appeal fee.
An appeal fee established by city council resolution shall be submitted with any appeal filed pursuant to this article.

Sec. 14-311. Conflict with existing ordinances.
All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec. 14-312. Savings provision.
The invalidity of any section, clause, or provision in this article shall not affect the validity of any other part of this article which may be given effect without reliance upon any such invalid part or parts.

Secs. 14-313—14-399. Reserved.

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.

ARTICLE VII. – RELOCATION ASSISTANCE FOR DISPLACED TENANTS

Sec. 14-500. Title.
This article shall be known as the "Relocation Assistance for Displaced Tenants Ordinance."

Sec. 14-501. Findings and purpose.
The city council finds that tenants who are required to vacate structures rented for residential purposes due to a notice to vacate issued pursuant to chapter 14, article II, division 2, often encounter difficulty in finding suitable or affordable, temporary or replacement housing due to the short notice necessitated by the notice to vacate. Such difficulties create a financial hardship for said tenants and may result in homelessness. The city council also finds that those property owners who do not properly maintain non-owner occupied residential properties and who allow said dwellings to become unsafe or hazardous should bear responsibility for the hardships their actions create for their tenants. Additionally, the city will often spend time and resources assisting tenants displaced by a notice to vacate. These costs and expenses are not reimbursed by the property owner. Therefore, the city council finds and declares it necessary to enact this chapter to protect the public health, safety and welfare and to permit the city to seek reimbursement for the costs and expenses incurred. Nothing herein shall limit or preclude other remedies available to tenants under Michigan law.

Sec. 14-502. Definitions.
Unless the context indicates otherwise, the following words used in this article shall have these meanings:

Landlord means an owner, lessor or sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, or the agent, representative, predecessor or successor of any of the foregoing.

Lease means an agreement, whether oral or written, or implied, between a landlord and a tenant for use or occupancy of a rental unit and for housing services.

Property means all rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

Relocation assistance means a relocation payment and the right of first refusal to reoccupy a residential structure.

Relocation payment means:

(1) The payment of one (1) month's fair market value rent for a unit of comparable size, as established by the most current Federal Department of Housing and Urban Development schedule of fair market rents, or one (1) month of the tenant's actual rent at the time of relocation, or total rent due for one month to the landlord under Section 8 of the Housing Act of 1937, whichever is greater, for a maximum of three (3) months' rent payments, paid in monthly installments as is necessary, or other arrangements of equal benefit which are agreeable to the tenant as evidenced by a written agreement between the tenant and the property owner. Such agreement shall at a minimum contain each of the following components:
   (a) The names of the current occupants of the rental unit being vacated, and an indication of who is considered the head of the household therein;
   (b) The address and the number of the unit from which the tenant is being displaced;
   (c) A statement indicating the amount of relocation payment to which the tenant is entitled, according to the most current Federal Department of Housing and Urban Development schedule of fair market rent for the size of the subject unit;
   (d) A statement that the tenant has waived the right to such relocation payment, and describing what, if any, alternative arrangements of equal benefit the landlord has agreed to provide the tenant, which is acceptable to the tenant in lieu of relocation payment; and
   (e) The address, if known, of the location to which the tenant plans to move.
(2) A relocation payment shall be a separate requirement and obligation in addition to the refund of any security deposit pursuant to Michigan law.
(3) The relocation payment must include the actual costs associated with the tenant's moving expenses, in an amount not to exceed one thousand dollars ($1,000.00).
(4) A relocation payment shall also include an additional amount consisting of any administrative costs incurred by the city including but not limited to, the hourly rate of any city employees that took any action in connection with assisting a tenant under this article, any inspection fees incurred pursuant to section 14-43 for the property plus the costs incurred by the city related to the issuance of the notice to vacate of the rental unit.

Rental unit means any building, structure or part thereof, and land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes together with all housing services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the tenant.

Right of first refusal means the right of a tenant to reoccupy a residential structure on the site formerly occupied by said tenant, once the residential structure is repaired and becomes habitable, or once housing is redeveloped on the site.

Tenant means a tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a lease to the use or occupancy of any rental unit.

Sec. 14-503. Relocation assistance requirements.

(1) *Relocation payment due.* A landlord of a rental unit rented pursuant to a lease shall provide to the tenant a relocation payment as defined in section 14-502 as follows unless one (1) of the exceptions described in section 15-504 applies: within one (1) week of the notice to vacate or prior to the time the tenant vacates the unit, whichever occurs first, for any order requiring a tenant to vacate any rental unit due to unsafe or hazardous living conditions or due to illegal use of the structure as a residence.
(2) *Proof of compliance.* In order to provide proof of compliance by the landlord with the relocation payment requirements of this Code, the landlord shall make the payment to the city, at the department of neighborhood and economic operations; or a copy of the written agreement executed by the landlord and the tenant providing for and describing alternative arrangements shall be provided to the chief building official and the director of the department of neighborhood and economic operations within five (5) days of the date that the unit is vacated by the tenant. The landlord may make the rental payment directly to the owner of the alternative rental unit but must provide proof of such payment to the director of the department of neighborhood and economic operations.
(3) *Action by the city.* The city will make reasonable efforts to locate suitable alternative rental unit of the same or similar type, size, and location as to the vacated rental unit whether or not the landlord has provided the relocation payment, and which is acceptable to the tenant. The alternative rental unit shall be in a condition

acceptable to the chief building official and satisfy the minimum room requirements contained in Section R304 of the Michigan Residential Code. Upon the request of the city, the landlord is required to provide the following information: the address of each rental unit being displaced, the number of bedrooms and bathrooms of each unit, the names of the tenant(s) and the other members occupying the rental unit and the amount of the monthly payments due under the lease and the length of the rental term. The city will locate temporary housing and pay the first five (5) days' worth of rental for a suitable alternative rental unit and such payment shall be reimbursed by the landlord within ten (10) days after issuance of an invoice by the city to the landlord. After the first five (5) days after the vacating of the unit, the landlord shall be responsible for locating a suitable alternative rental unit of the same or similar type, size and location as the vacated unit.

(4) *Right of first refusal.* Any tenant evicted or required to vacate any rental unit pursuant to the provisions of this chapter shall be given the right of first refusal to reoccupy a rental unit on the site once said property becomes habitable, or once housing is redeveloped on the site.
   (a) The landlord shall, at the time the tenant vacates, provide written notice advising the tenant of the right of first refusal. Said notice shall include a current address and telephone number which can be used by the tenant to contact the owner.
   (b) It shall be the tenant's responsibility to provide the landlord with contact information consisting of the tenant's current address and/or telephone number to be used for future notification, and to provide updated contact information to the owner upon change of said information.
   (c) Thereafter, when the rental unit, or a redeveloped structure on the property, becomes habitable, the landlord shall give written notice to the tenant advising said tenant that the structure is ready for occupancy. Said written notice shall be made by certified mail, return receipt requested. Proof of compliance under this subsection must be provided by the landlord to the director of neighborhood and economics operations.
   (d) If the landlord cannot locate a previous tenant after two (2) attempts over a period of two (2) weeks, the landlord shall be deemed to have complied with the right of first refusal provision of this chapter, and the tenant's right of first refusal shall thereafter be forfeited. The landlord must provide notice to the neighborhood and economics operations in the event that it is the landlord's determination that the tenant's right of first refusal has been forfeited.

Sec. 14-504. Exceptions.

(1) Any tenant evicted or required to vacate as a result of unsafe or hazardous living conditions or illegal use, who refused to vacate after the provision of the relocation payment is made, or who the chief building official has determined has caused or substantially contributed to the condition(s) giving rise to the abatement or whose guest or invitee has caused or substantially contributed to the condition(s) giving rise to the abatement, shall not be entitled to receive relocation assistance from the landlord.

(2) Landlords are not required to provide relocation assistance to any tenant evicted or required to vacate a rental unit that becomes unsafe or hazardous as a result of a natural disaster, fire, flood, or civil disturbance.

(3) The chief building official or his or her designee may make a determination as to whether any of the exceptions provided in subsections (1) or (2) are applicable and the director of neighborhood and economic operations may waive the landlord's obligations as to the specific tenant only for good cause shown.

(4) If the landlord has already provided a suitable alternative rental unit of the same or similar type, size, and location as to the vacated rental unit to the tenant, and such replacement unit was accepted by the tenant as evidenced by a written agreement described in this article, and the landlord has agreed to pay the actual costs associated with the tenant's moving expenses, in an amount not to exceed one thousand dollars ($1,000.00), the relocation payment shall no longer be required.

(5) Landlords are not required to provide relocation assistance to any tenant who has been served with an order of eviction requiring the tenant to move from the rental unit.

(6) Landlords are not required to provide relocation assistance to a tenant if the tenant and the landlord have entered into a consent judgment filed with the Court requiring the tenant to move from the rental unit.

Sec. 14-505. No waiver permitted.

No landlord shall attempt to secure from a tenant any waiver of any provision of this article. Any agreement, whether written or oral, whereby any provision of this article is waived, is against public policy and is void. No person shall intentionally secure a waiver of any of the provisions, rights or benefits of this ordinance from a tenant by false pretenses or fraud. A violation of this section shall be punishable against the landlord as a misdemeanor.

Sec. 14-506. Violation and penalty.

Any violation of this article, other than section 14-505, is subject to the remedies and penalties provided in chapter 2.5 of this Code and an administrative civil penalty of up to one thousand dollars ($1,000.00) per day may be assessed for each day during which a landlord fails to provide relocation assistance required by section 14-503 following issuance of a written order or notice of violation by the city, in addition to the hourly rate of any city employees that took any action in connection with the property under this article, plus the city's reasonable attorney's fees and court costs Nothing herein shall limit the right of a tenant to enforce the obligations provided herein by civil action or by any other legal remedy which may be available to said tenant.

Sec. 14-507. 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. 14-508—14-599. Reserved.

ARTICLE VIII. – FAIR CHANCE HOUSING ORDINANCE

Sec. 14-600. Title.

This article shall be known as the "Fair Chance Housing Ordinance."

Sec. 14-601. Purpose.

The purpose of this article is to enhance the health, safety and general welfare of the public by ensuring citizens with arrest and conviction records have a fair opportunity to secure housing by regulating the use of criminal background checks as part of the tenant screening process, thereby facilitating re-integration into society, reducing recidivism and its associated criminal justice and societal costs. Barriers to opportunities for people with arrest or conviction records increase recidivism and jeopardize the safety of the public, disrupt the financial and overall stability of affected families and communities, and impede the city from achieving its maximum potential of economic growth.

This article does not intend, and shall not be construed, to require a housing provider to give preference to anyone or to rent to an unqualified tenant with an arrest or conviction record. Moreover, this article shall not be construed to limit a housing provider's ability to choose the most qualified and appropriate candidate from applicants for housing.

This article does not intend, and shall not be construed, to create or impose a duty or create a private cause of action against the city, its elected officials, appointees, officers, agents, or employees.

Sec. 14-602. Definitions.

The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administering agency means the City of Jackson Human Relations Commission.

Adverse action means to evict an individual, fail or refuse to rent or lease real property to an individual, or fail or refuse to continue to rent or lease real property to an individual, or fail to refuse to add a household member to an existing lease, or to reduce any tenant subsidy. The adverse action must relate to real property located in the City of Jackson.

Applicant means an individual applying to rent or lease eligible housing. It also includes an individual applying to be added to an existing lease for eligible housing.

Arrest means a record from any jurisdiction that does not result in a conviction and includes information indicating that a person has been questioned, apprehended, taken into custody or detained, or held for investigation by law enforcement, police, or prosecutorial agency or charged with, indicted, or tried and acquitted for any felony, misdemeanor, or other criminal offense. Arrest is a term that is separate and distinct from, and that does not include, unresolved arrest.

Background check report means any criminal history report, including but not limited to those produced by the Michigan State Police, the Federal Bureau of Investigation, other law enforcement or police agencies, courts or by any consumer reporting, or tenant screening, agency or business.

Conviction means a record from any jurisdiction that includes information indicating that a person has been convicted of a felony or misdemeanor, provided that the conviction is one for which the person has been placed on probation, fined, imprisoned, or paroled. Those matters identified in section 14-605 about which a housing provider may not inquire and as to which they may not base an adverse action, are not considered convictions for purposes of this article.

Conviction history means information regarding one (1) or more convictions or unresolved arrests, transmitted orally or in writing or by any other means, and obtained from any source, including but not limited to the individual to whom the information pertains or a background check report.

Directly-related conviction means that the conduct for which the person was convicted or that is the subject of an unresolved arrest that has a direct and specific negative bearing on the health, safety, or right to peaceful enjoyment of the premises by persons and includes one (1) or more of the offenses listed in section 14-606.

Eligible housing means any property in the City of Jackson available for rent or lease where a single structure contains more than four (4) units, excluding housing accommodations as enumerated in article IV, section 14-138.

Enforcing agency means the city attorney's office.

Evidence of rehabilitation or *other mitigating factors* means, but shall not be limited to, a person's satisfactory compliance with all terms and conditions of parole or probation (however, inability to pay fines, fees, and restitution due to indigence shall not be considered noncompliance with terms and conditions of parole or probation or both); employer recommendations, especially concerning a person's post-conviction employment; educational attainment or vocational or professional training since the conviction, including training received while incarcerated; completion or active participation in rehabilitative treatment, e.g., alcohol or drug treatment; letters of recommendation from community organizations, counselors or case managers, teachers, community leaders or probation or parole officers who have observed the applicant since his or her conviction(s); and the age of the person at the time of the conviction. Successful completion of parole, probation, mandatory supervision, or post-release community supervision shall create a presumption of rehabilitation. Examples of mitigating factors that are offered voluntarily by the person may include, but are not limited to, explanation of the precedent coercive conditions, intimate physical or emotional abuse, or untreated substance abuse or mental illness that contributed to the conviction.

Housing provider means any entity that owns, master leases, manages or rents eligible housing in the City of Jackson, including any agent making tenancy decisions on behalf of the aforementioned entities.

Inquire means any direct or indirect conduct intended to gather information from or about an applicant, potential applicant or candidate, using any mode of communication, including but not limited to application forms, interviews, and background check reports.

Person means any individual, partnership, firm, company, corporation, association, sole proprietorship, limited liability company, joint venture, estate, trust, or any other legal entity.

Unresolved arrest means an arrest that is undergoing an active pending criminal investigation or trial that has not yet been resolved. An arrest has been resolved if the arrestee was released and no accusatory pleading has been filed charging him or her with an offense, or if the charges have been dismissed or discharged by the prosecuting attorney or the court.

Sec. 14-603. Applicability; eligible housing.

This article shall apply to all housing providers with eligible housing as defined in this article available for rent or lease in the City of Jackson.

Sec. 14-604. Inquiry into conviction history limited to otherwise qualified applicants.

(a) A housing provider shall not inquire about an applicant's conviction history or require applicants to disclose conviction history as part of the tenant screening process until the housing provider has first:
    (1) Determined that the applicant is otherwise qualified to rent the housing unit under the housing provider's criteria other than potential past conviction history or unresolved arrests; and
    (2) Provided to the applicant a conditional lease agreement that commits the unit to the applicant as long as the applicant passes the conviction history review.

(b) A housing provider shall not include questions regarding or require applicants to disclose on any housing application the facts or details of any conviction history or any matter identified in section 14-605 of this article.

(c) It is the responsibility of a housing provider to ensure that its employees and agents comply with this article.

Sec. 14-605. Prohibited bases for adverse action.

A housing provider shall not base an adverse action in whole or in part on the following:

(a) An unresolved arrest or an arrest not leading to a conviction;

(b) Participation in or completion of a diversion or a deferral of judgment program;

(c) A conviction that has been judicially dismissed, expunged, voided, invalidated or otherwise rendered inoperative by a court of law or by executive pardon.

(d) A conviction or any other determination or adjudication in the juvenile justice system, or information regarding a matter considered in or processed through the juvenile justice system;

(e) A misdemeanor conviction that is more than five (5) years old, measured from the date of sentencing; or

(f) Information pertaining to an offense or violation other than a felony or misdemeanor, such as a civil infraction.

Sec. 14-606. Permissible bases for adverse action.

(a) This article does not limit the right of a housing provider to take any of the following actions:
    (1) Conduct conviction history or obtain background check reports on applications where there is a statutory duty to do so; or
    (2) Notify applicants that applicable laws, including those set forth in subsection (b) of this section will disqualify an individual with a particular conviction history from eligibility for tenancy

(b) Regarding applications and their household members, a housing provider may base an adverse action in whole or in part on directly-related convictions that have a direct and specific negative bearing on the safety of persons or real property, given the nature of the housing, and includes one (1) or more of the following:
    (1) Any conviction where state or federal law prohibits the applicant from being eligible for public housing; or
    (2) Any conviction that leads to the applicant becoming a lifetime registered sex offender; or
    (3) Any conviction for violent felonies; or
    (4) Any conviction for crimes against landlords, management agents, or other tenants or real property; or

(5) Any conviction or plea to any crime involving arson; or
(6) Any conviction or plea to any crime involving metal theft, vandalizing, or otherwise damaging real property; or
(7) Any convictions for drug-related felonies within the last five (5) years.

Sec. 14-607. Procedures for use of evidence of rehabilitation or other mitigation factors in housing decisions; requirement for individualized assessment.

(a) Consistent with the procedures in this section and subject to state and federal law, a housing provider shall offer the applicant a reasonable opportunity to present evidence of rehabilitation or other mitigating factors related to convictions within the previous five (5) years.
(b) In reviewing an applicant's criminal history and making a decision related to eligible housing based on such history, a housing provider shall conduct an individualized assessment, considering only:
    a. Convictions that warrant denial based on local, state, or federal law; and
    b. Time that has elapsed since the conviction; and
    c. Whether it is a directly-impacted conviction that has direct and specific negative bearing on the safety of persons or real property; and
    d. Any evidence of inaccuracy or evidence of rehabilitation or other mitigating factors presented by the applicant.
(c) If a housing provider intends to base an adverse action related to eligible housing on an item or items in the applicant's conviction history, prior to taking any adverse action the housing provider shall provide the applicant with a copy of the background check report, and shall notify the applicant of the prospective adverse action and the items forming the basis for the prospective adverse action.
(d) If, within seven (7) calendar days of the date that the notice described in subsection (c) of this section is provided by the housing provider to the applicant, the applicant gives the housing provider notice in writing of evidence of the inaccuracy of the item or items of conviction history or evidence of rehabilitation or other mitigating factors set forth in this section, the housing provider shall delay any adverse action for a reasonable period of not less than five (5) calendar days after receipt of the information. During that time, the housing provider shall reconsider the prospective adverse action in light of the information provided by the applicant or potential applicant.
(e) The housing provider shall promptly notify the applicant of any final adverse action based upon their conviction history or contents of the criminal background check.

Sec. 14-608. Prohibition on communications banning applicants with arrest or conviction records.

It shall be unlawful for any housing provider to engage in any communication, including the production or dissemination of advertisements, related to eligible housing that expresses directly or indirectly, that any person with an arrest or conviction record will not be considered for the rental or lease of real property or may not apply for the rental or lease of real property, except as required by local, state, or federal law. For the purposes of this section, engaging in a communication includes, but is not limited to, making a verbal statement or producing or disseminating any solicitation, advertising or signage.

Sec. 14-609. Notice and posting requirements.

(a) A housing provider shall ensure that all solicitations or advertisements for the rental or lease of eligible housing, or those made on their behalf, are consistent with the provisions of this Article.
(b) The administering agency shall publish and make available to housing providers, in all languages spoken by more than five (5) percent of the city population, a notice suitable for posting that informs applicants for eligible housing of their rights within this Article. This notice shall be updated on or before December 1st of any year in which there is a change in the languages spoken by more than five (5) percent of the city population.
(c) In addition to the requirements for solicitations or advertisements in subsection (a) of this section, housing providers shall post a notice prominently on their website and at any location under their control that is frequently visited by applicants or potential applicants for the rental or lease of eligible housing in the city. This notice

shall also be available to applicants in hard copy and provided with an application. The notice requirements in this section shall contain the following additional information which may be summarized by the housing provider or available from the administering agency pursuant to section 14-615(a)(1):

(1) A description of those matters identified in section 14-605 that may not be considered by the housing provider;
(2) A description of the restrictions and requirements that section 14-605 imposes on housing providers when inquiring about conviction history in connection with an application for the rental or lease of eligible housing in the city;
(3) The circumstances and timeline under which the applicant or potential applicant has a right to provide evidence of rehabilitation and other mitigating factors as provided in section 14-607; and
(4) The telephone number, email address, and mailing address of the administering agency that the applicant or potential applicant may use to make a report if he or she believes that the housing provider has violated this article in their interactions with the applicant or potential applicant.

Sec. 14-610. Housing provider records.

(a) Unless prohibited by federal or state law, a housing provider shall maintain and retain records of tenant application forms, and other pertinent data and records required under this article, for a minimum of one (1) year from the date of application, and shall allow the administering or enforcing agencies access to such records, with appropriate notice and at a mutually agreeable time, to monitor or verify compliance with the requirements of this article.
(b) At no time shall the administering or enforcing agencies require a housing provider to provide any information or documents the disclosure of which would violate local, state, or federal law.
(c) Where a housing provider does not maintain or provide adequate records documenting compliance with this article or does not allow reasonable access to such records, the city manager shall have the authority to provide any nonfinancial city records necessary to fulfill the administering or enforcing agencies responsibilities under this article subject to confidentiality provisions of this article and all applicable laws.

Sec. 14-611. Exercise of rights protected; retaliation prohibited.

(a) It shall be unlawful for a housing provider or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this article.
(b) It shall be unlawful for a housing provider to interrupt, terminate, or fail to refuse or initiate or conduct a transaction involving the rental or lease of eligible housing, including falsely representing that such property is not available for rental or lease, or otherwise take adverse action against a person in retaliation for exercising rights protected under this article. Such rights include but are not limited to:
    (1) The right to file a complaint or inform any person about a housing provider's alleged violation of this article;
    (2) The right to inform the administering agency about a housing provider's alleged violation of this article;
    (3) The right to cooperate with the administering or enforcing agencies or other persons in the investigation or prosecution of any alleged violation of this article; or
    (4) The right to inform any person of his or her rights under this article.
(c) Protections of this section shall apply to any person who mistakenly but in good faith alleges violations of this article.
(d) Taking adverse action against a person within ninety (90) calendar days of the exercise of one (1) or more of the rights described in this section shall create a rebuttable presumption in the administering agency's investigation that such adverse action was taken in retaliation for the exercise of those rights.

Sec. 14-612. Community outreach.

(a) The administering agency, in consultation with the chief equity officer, may establish a community-based outreach program to conduct education and outreach to landlords, applicants and potential applicants for housing regarding rights and procedures under this article. The program may be targeted at individuals or communities where, in the judgment of the administering agency, the need for education and outreach is greatest.

(b) In establishing an outreach program pursuant to subsection (a) of this section, the administering agency may partner with community-based organizations. Nothing in this section shall preclude the administering agency, by contract or grant, and consistent with other provisions of local laws, from engaging the services of such organizations in establishing such community-based outreach programs, participating in such programs, or developing materials for such programs. Nothing in this section shall preclude the administering agency from combining the outreach programs required by subsection (a) of this section with other related community outreach programs.

Sec. 14-613. Confidentiality.

The city shall keep confidential, to the extent permitted by applicable laws, any identifying information or other data pertaining to an applicant's criminal history.

Sec. 14-614. Implementation and enforcement; penalties.

(a) The administering agency shall investigate complaints regarding a housing provider's alleged violation of this article. The administering agency may engage third party assistance to conduct its investigation.
   (1) Where the administering agency determines that a violation has not occurred, the administering agency shall issue a determination that a housing provider is not in violation of this article. This determination shall be provided to the housing provider and the complainant.
   (2) Where the administering agency determines that a violation has occurred, the administering agency shall issue a determination that a housing provider is in violation of this article; provided, however, for a first violation, or for any violation during the first twelve (12) months following the operative date of this article, the administering agency must issue warnings and notices to correct, and offer the housing provider technical assistance on how to comply with the requirements of this article. For a second violation, the administering agency shall refer its determination for each applicant as to whom the violation occurred or is continuing to the enforcing agency for action, to the housing provider and the complainant.
   (3) Where the administering agency determines that a violation has occurred, it shall forward a copy of the determination to the State of Michigan Department of Civil Rights for consideration.

(b) The administering agency, in consultation with the city attorney's office, is authorized to take appropriate steps to assist in the enforcement of this article, including the investigation of any possible violation of this article. The administering or enforcing agencies shall not find a violation based on a housing provider's decision that an applicant's conviction history is directly related unless the housing provider failed to conduct the individualized assessment as required under section 14-607.

(c) If multiple applicants are impacted by the same violation at the same time, e.g., all applicants for a certain housing unit are asked for their conviction history on the initial application, each violation shall be treated as a separate violation.

(d) In accordance with Section 4i(k) of the Michigan Home Rule Cities Act, the penalty upon conviction for violation of this article shall imprisonment for not more than ninety (90) days or a fine of not more than five hundred ($500.00), or both, for each such violation, at the discretion of the court.

(e) An applicant or potential applicant may report to the administering agency any suspected violation of this article within sixty (60) calendar days of the date the suspected violation occurred. The city shall encourage reporting pursuant to this section by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the applicant or potential applicant reporting the violation; provided, however, that with the authorization of such person, the city may disclose his or her name and identifying information as necessary to enforce this article or for other appropriate purposes, which shall include enabling the housing provider to respond to the alleged violation as part of an investigation by the administering agency.

Sec. 14-615. Implementation and enforcement; administrative rules and annual reporting requirements.

(a) Within one hundred twenty (120) calendar days after the effective date of the ordinance that added this article, the administering agency shall promulgate administrative rules necessary to implement the provisions of this article. These rules shall include, at minimum, procedures for the following:
   (1) Preparing standardized language for the notice in section 14-609(c) that housing providers may use to satisfy the requirements of that subsection.

(2) Timeframe and process, including notification, for the following:
   a. To housing providers that a complaint has been filed alleging violation of this article and that an investigation will occur;
   b. Provide the housing provider a right to respond to the allegations in the complaint;
   c. Receipt and consideration by the administering agency of any response and supporting information from a housing provider regarding the alleged violation; and
   d. Dissemination of the administering agency's determination of whether an alleged violation in the complaint was substantiated to the housing provider and complainant. If a violation is substantiated, dissemination to the enforcing agency and State of Michigan Department of Civil Rights.

(b) The administering and enforcing agencies shall prepare and jointly submit an annual report to the mayor and city council that includes, at a minimum, the following information for the preceding year:
   (1) The number and type of complaints it received alleging violations of this article;
   (2) The number and types of violations of this article represented by the number of determinations issued by the administering agency substantiating the alleged violations;
   (3) The number and types of violations of this article represented by the number of determinations issued by the chief equity officer of the administering agency where the allegations of violations of this article were unsubstantiated;
   (4) The number and types of determinations forward to the State of Michigan Department of Civil Rights;
   (5) The number and types of enforcement actions taken by the enforcing agency;
   (6) Data regarding the outcome of enforcement actions in court, itemizing the number of dismissals, convictions or plea arrangements, including the penalties assessed; and
   (7) The costs associated with the implementation and administration of this article.

Sec. 14-616. 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.

Sec. 14-617. Effective date.

This article shall take effect ninety (90) days after final adoption.

Secs. 14-618—14-699. Reserved.

ARTICLE IX. – AFFORDABLE HOUSING DEVELOPMENT BOARD

Sec. 14-700. Purpose and intent.

The requirements of this article are intended:
(1) To promote the health, safety and general welfare of the people of the City of Jackson through the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing;
(2) To stimulate the production and preservation of owner occupied, and non-owner occupied, housing available to low-income individuals or families;
(3) To optimize benefits available to low- and moderate-income residents by incentivizing affordable residential housing projects; and

Sec. 14-701. Definitions.

For purposes of this article, the following words and phrases shall have the meaning respectively ascribed to them by this section:

Affordable means, as generally defined by the U.S. Department of Housing and Urban Development, housing for which the occupants are paying no more than thirty (30) percent of their income for gross housing costs, including utilities.

Area median income means the median family income for the Jackson Metropolitan Statistical Area, as published by the U.S. Bureau of Census and the U.S. Department of Housing and Urban Development.

Board means the Jackson Affordable Housing Development Board.

Developer means the legal or beneficial owner or the representative thereof, of a parcel of land proposed for inclusion in a development, including the holder of an option or contract to purchase who performs the functions necessary to obtain land control and financing to construct or rehabilitate a property and expects to assume the risks and rewards upon completion of the project but does not mean a governmental entity or a commercial lending institution other than a commercial lending institution affiliated with the developer.

Development means the division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any residential buildings, any use or change in use of any buildings or land, any extension of any use of land or any clearing, grading, excavation or other movement of land, for which permission may be required pursuant to chapter 28 of this Code, Zoning.

Fund means the Jackson Affordable Housing Fund established under section 14-704 of this Code.

Sec. 14-702. Board created; purposes.

(a) There is hereby created an affordable housing development board to oversee and administer the city's affordable housing fund, to provide for the preservation and development of affordable housing, and to make recommendations to the city manager and city council on programs, policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson.

(b) Resources of the local government shall be made available to assist the affordable housing development board in executing its duties, powers and responsibilities, and the director of the department of neighborhood and economic operations shall assist the affordable housing development board in executing its obligations to the citizenry, consistent with any annual budgetary appropriations and the fund balance of the affordable housing fund.

(c) It shall be the responsibility of the department of neighborhood and economic operations to provide professional staff assistance to the affordable housing development board in executing its operations. In addition, the city manager may provide additional staff assistance through the various departments of the city to the affordable housing development board, as deemed necessary, in the gathering of information, development of and implementation of policies, programs, and projects which will preserve or develop more affordable housing options in the city.

Sec. 14-703. Composition.

(a) The affordable housing development board shall consist of five (5) members nominated by the mayor and approved by city council, who shall be residents of Jackson County.

(b) Members shall serve for (five) 5-year terms. In making appointments of members of the affordable housing development board, the mayor shall recommend, and city council shall appoint, persons who, insofar as possible, have experience and/or an interest addressing housing affordability, stability, and development needs within the city.

(c) The terms of office of the first affordable housing development board members appointed hereunder shall be fixed by the mayor and city council so that the terms of two (2) members will be for one (1) year, two (2) members will be for three (3) years, and one (1) will be for five (5) years. After the initial Board is formed, all members thereafter will be appointed for (five) 5-year terms.

(d) The affordable housing development board may appoint up to three (3) appointed ex-officio members to the Board for two (2)-year terms, who shall be residents of Jackson County. Not less than one (1) of the appointed ex-officios shall be an individual who has experiential understanding of housing instability. These ex-officio members shall be experienced and/or have interest in addressing housing affordability and development, and can serve as resource persons and/or serve on committees. The affordable housing development board shall also have the following three (3) statutory ex-officio members:
   (i) The city manager, or their designee, shall be an ex-officio member of the board and provide adequate support staffing to the board.
   (ii) The executive director of the Jackson Housing Commission shall be an ex-officio member of the affordable housing development board.
   (iii) One (1) member of the city council shall be an ex-officio member of the affordable housing development board, who shall be appointed to said body in accordance with policies established by the mayor and city council.

(e) The terms of office of the three (3) appointed ex-officio members first appointed hereunder shall be fixed by the mayor and city council so that the terms of one (1) member will be for one (1) year, one (1) members will be for two (2) years, and one (1) will be for three (3) years. After the initial ex-officios are appointed, all ex-officio members thereafter will be appointed for (two) 2-year terms.

(f) The members of the affordable housing development board shall elect by a majority vote of the total members of the affordable housing development board, officers consisting of a chairman, vice-chairman, and secretary.

(g) The affordable housing development board may establish committees, as appropriate, to assist it relative to its powers and duties under the provisions of this article, provided that all recommendations to city council shall be made by the board and not by a committee of the board.

(h) The board may, by majority vote of the members, appoint persons who are not members of the affordable housing development board to be members of such committees.

(i) All members of the affordable housing development board shall serve without compensation.

(j) All ex-officio members have the right to participate in the proceedings of the board, and shall have the right to vote.

Sec. 14-704. Jackson Affordable Housing Fund.

(a) The city shall create a dedicated fund within the department of neighborhood and economic operations' budget deemed the Jackson Affordable Housing Fund reserved for the deposit and expenditure of monies pursuant to this section.

(b) The purpose of the fund is:
   (1) To foster and promote the purpose and intent of this article;
   (2) To prioritize the means by which funding for new residential housing projects addresses housing for those with the greatest economic need, being households earning up to one hundred twenty (120) percent of the area median income for owner occupied units and sixty (60) percent of area median income for non-owner occupied units;
   (3) To increase accessibility to safe, dignified and affordable housing for those facing high housing costs;
   (4) To prioritize permanent housing affordability and sustainability within the city; and
   (5) To prioritize the preservation of existing affordable housing units.

(c) In addition to any other revenue sources, the city's annual budget may contain an appropriation to the fund. It is expected, but not required, that the annual appropriation will be not less than thirty (30) percent of the net receipts of all publicly-owned, residential and commercial property sales during the previous fiscal year.

(d) Unless specifically stated otherwise in the budget closing resolution, funds not expended within such appropriation during a given fiscal year shall remain in such appropriation and carry forward into the subsequent fiscal year to fund future affordable residential housing projects and other eligible activities.

(e) Subject to approval of the city council, the city may also accept and deposit into the fund or subaccounts of the fund donations and grants from private or public sources, subject to conditions of such grant, for use in accordance with the purpose of the fund.

(f) Agreements or contracts for the expenditures from the fund shall be recommended by majority vote of the affordable housing development board, subject to final approval by city council.

(g) The director of the department of neighborhood and economic operations shall promulgate and publish on the city's website any administrative procedures necessary to ensure fund monies are used to support affordable housing meeting the following criteria:
  (1) Funds shall be used to support housing opportunities for Jackson residents with income up to one hundred twenty (120) percent of the area median income for owner occupied units and sixty (60) percent of area median income for non-owner occupied units.
  (2) Not less than seventy (70) percent of fund monies shall be allocated in areas that are located in areas of persistent poverty, as identified by the U.S. Census Bureau.
  (3) Eligible activities include powers and duties expressly given to the Jackson affordable housing development board under section 14-705 of this article.

Sec. 14-705. Powers and duties.

(a) *Budget.* The affordable housing development board is authorized to propose an annual budget, approved by city council, for the Jackson Affordable Housing Fund and to administer those funds in carrying out the powers and duties of this section.

(b) *Study and recommendations.* The affordable housing development board shall make (or seek from other sources) an ongoing study of the status and quality of affordable and accessible housing in the City of Jackson and shall make annual recommendations regarding actions to be taken by the city council to improve the quantity and quality of affordable and accessible housing in the City of Jackson.

(c) *Programs.* The affordable housing development board shall establish and provide funding, as authorized by city council, for a development loan program and a grant program. In addition, the board is authorized to create, sponsor, fund, and promote such other and further programs and services, as authorized by city council, designed to develop and preserve affordable and accessible housing in the City of Jackson, including, but not limited to, education, consulting, and technical support.
  (i) *Loan programs.* The board is authorized to make low interest and no-interest loans to housing developers for the rehabilitation, modification, construction and preservation of affordable and accessible housing in the City of Jackson on projects approved by the department of neighborhood and economic operations, provided that all loans made hereunder shall be subject to final approval by city council and contain land use restriction agreements that the units will be used for affordable and/or accessible housing for their entire useful economic life and all loans for new construction shall incorporate "universal design" standards to promote affordable and accessible housing for the disabled. The loan proceeds shall be disbursed by the affordable housing development board on approved eligible construction costs actually incurred and not for administrative project costs such as developer overhead, development fees or other expenses, unless the developer is a nonprofit corporation.
  (ii) *Grant programs.* The affordable housing development board is authorized to make forgivable loans and grants to housing developers, property owners and tenants to promote the development and preservation of affordable and accessible housing in the City of Jackson, provided that all grants made hereunder shall be subject to final approval by city council and administered in a manner to promote neighborhood stabilization and shall contain, where appropriate, conditions such as reasonable restrictions on and provisions for the oversight of tenants and landlords. Projects eligible for grants include projects including, but not limited to:
    a. Modifications to accommodate people with disabilities;
    b. Lead-based paint abatement;
    c. Emergency home repair assistance;
    d. Temporary emergency services to prevent homelessness (including mortgage assistance, rent assistance, and utility assistance);
    e. Emergency and transitional housing; and
    f. Security deposit, utility deposit, down payment, and closing costs assistance; and
    g. Gap financing and predevelopment costs including but not limited to land acquisition and environmental remediation.

    The grant proceeds shall be disbursed by the affordable housing development board on approved eligible construction costs actually incurred and not for administrative project costs such as development overhead, development fees or other expenses, unless the developer is a nonprofit corporation.

(d) *Support services.* All loans and grants made hereunder may include provisions for support services where appropriate to promote the development and preservation of affordable and accessible housing in the City of Jackson. Further, funds may also be used to support housing navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services for those who suffer from housing insecurity. Finances may also be used to provide services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals.

(e) *Other eligible activities.* Eligible activities include, but are not limited to, enforcement of this article, creation and preservation of affordable housing units, compliance with standards for accessible design and other activities under the Americans with Disabilities Act, 42 USC 1201 et seq., or similar state laws, administration and disbursement of grant funds for home repair, homelessness prevention, neighborhood revitalization, activities that develop and steward affordable housing, and any other activities consistent with this article.

(f) *Application review.* The affordable housing development board shall have the authority and duty to review applications made by agencies, commissions and other departments of the City of Jackson, except said agencies, commissions and other departments of the City of Jackson cannot apply to the board for any such affordable and accessible housing funds except to expand services or projects or provide new services or projects, or by private groups seeking funds in coordination and conjunction with such city agencies, commissions or departments, for federal, state and local funding in connection with projects designed to promote the preservation and development of affordable and accessible housing in the City of Jackson.

(g) *Review standards.* For the purposes of carrying out the provisions of this chapter, the affordable housing development board shall have the authority to establish written standards, rules and regulations for funds from the affordable housing fund and for the benefit of households consistent with section 14-704(g) of this code.

(h) *Funding restrictions and preferences.* In addition to funding provisions of section 14-704(g) the expenditures of the affordable housing fund are subject to the following restrictions:

  (i) *Contracting.* The recipient of any expenditure of funds from the affordable housing fund shall comply with responsible contracting standards set forth in article IX of chapter 5 of this Code.

  (ii) *Health and safety.* The recipient of any expenditure of funds from the affordable housing fund shall comply with all applicable federal, state and local laws relating to health and safety, including, but not limited to, housing codes, occupation safety codes, product codes and standards, and consumer safety.

  (iii) *Anti-discrimination.* The recipient of any expenditure of funds from the affordable housing fund shall comply with all applicable federal, state and local law relating to discrimination on the basis of race, national origin, sex, sexual orientation, gender identity, age or other protected classifications pursuant to article III of chapter 15. The affordable housing development board may give preference to recommending the funding projects that require the use of thirty (30) percent or more participation of minority business enterprises or disadvantaged business enterprises or that promote the employment opportunities of persons with low income or persons with disabilities.

  (iv) *Environmental impact.* The recipient of any expenditure of any funds from the affordable housing fund shall comply with all applicable federal, state and local laws relating to the environment. The affordable housing development board may give preference to recommending the funding projects that exceed existing environmental requirements and standards or that incorporate energy efficient designs and materials.

  (v) *Employment.* The recipient of any expenditure of any funds from the affordable housing fund shall comply with all applicable federal, state and local law relating to employment, including, but not limited to, minimum wage requirements, occupational safety, accident reporting requirements, etc. The affordable housing development board may recommend to give preference to funding projects that create employment opportunities for residents of low income neighborhoods and public housing complexes in the City of Jackson and may give preference to funding projects that pay a living wage of at least thirteen dollars and thirty-two cents ($13.32) per hour plus benefits, indexed to inflation, to all persons employed on said project.

Sec. 14-706. Reporting requirements.

The director of neighborhood and economic operations shall prepare and issue at the conclusion of the city's fiscal year a report setting forth the state of affordable housing in the city, describing the activities and functions of the affordable housing development board, summarizing the developments, programs, and services funded by the affordable housing development board, and setting forth the expenditures made by the affordable housing

development board from the affordable housing fund. The annual report shall also include an assessment evaluating the performance of various departments of the City of Jackson and other public agencies relating to the development and preservation of affordable and accessible housing in the City of Jackson.

Sec. 14-707. Severability.

The terms, conditions, and provisions of this article are hereby declared to be severable, and, should any portion, part or provision of this article 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 article.

Secs. 14-708—-14-750. Reserved.

Section 3. Effective Date.

This Ordinance takes effect in thirty (30) days from date of final adoption.

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ORDINANCE NO. 2022-_____

An Ordinance amending Chapter 14 of the City of Jackson Code of Ordinances to replace the Michigan Residential Code with the International Property Maintenance Code.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance amending Chapter 14 of the City of Jackson Code of Ordinances to replace the Michigan Residential Code with the International Property Maintenance Code, and delete unnecessary sections, for the public health, safety and welfare of the citizens of the City of Jackson.

Section 2. That Chapter 14 of the City of Jackson Code of Ordinances be amended as follows:

ARTICLE I. - NON-OWNER OCCUPIED RESIDENTIAL PROPERTY REGISTRY

Sec. 14-1. Title.

This article shall be known as the "Non-owner Occupied Residential Property Registry."

Sec. 14-2. Findings and purpose.

The city council finds that there are non-owner occupied residential dwellings or units in the city that have become unsafe, unsanitary and unsecure due to deterioration. The city council finds that it is in the best interests of the health, safety and welfare of the city and its residents to require that all non-owner occupied residential dwellings or units be registered and inspected to ensure safe, secure and sanitary living conditions for those residing in non-owner occupied residential dwellings or units. The city council also finds that by requiring property registration of all non-owner occupied residential dwellings or units in the city, the continuing maintenance of safe and quality non-owner occupied residential dwellings and units will be maintained and property values will be enhanced. The city council also finds that requiring designation of a responsible local agent will ensure timely notice under the law to the property owner and assist code enforcement inspectors in their duties to inspect non-owner occupied dwellings or units

Sec. 14-3. Definitions.

Unless the context indicates otherwise, the following words used in this article shall have these meanings:

A domestic partnership means an interpersonal, romantic relationship between two (2) individuals who live together and share a common domestic life but are not married to each other or to anyone else.

Domicile means the place at which a person resides a majority of the time and that is regarded as the person's true, fixed, principal, primary and permanent home.

Non-owner occupied residential dwelling or *unit* means any residential dwelling or unit constructed, intended, or currently used as habitable space in which the owner of the dwelling or unit does not reside, or where individuals

other than or in addition to the owner reside, whether pursuant to an oral or written lease or for other valuable consideration including, but not limited to, cash, barter of goods and services, and imputed rent. This does not include relatives that reside with the owner in the same unit. This term also does not refer to an individual residing in a dwelling or unit who is in a domestic partnership with the owner. This term does not apply to any residential dwelling or unit which is the primary domicile of the owner and is temporarily unoccupied for a period of not more than one hundred sixty (160) days. Examples of a non-owner occupied residential dwelling or unit include, but are not limited to, the following:

(1) A traditional lease with a written lease contract;
(2) A lease or rental arrangement with no written contract.
(3) A unit in which a non-owner is allowed to reside in exchange for providing services to the owner, whether the owner resides in the unit or resides elsewhere.
(4) A unit in which a relative is permitted to reside, where the owner of the unit resides elsewhere.
(5) A unit in which the owner resides and in which a non-owner is permitted to also reside in exchange for any form of valuable consideration. This does not include couples who reside together in a domestic partnership.
(6) A unit in which a non-owner is allowed to reside, unless otherwise exempted in this Article, even if no consideration is paid but the occupancy could be considered imputed rent by the Internal Revenue Service.

Owner means any person who, alone or with any other persons, shall

(1) Have a freehold or lesser estate in, or a land contract vendee's interest in, any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or
(2) Have charge, care or control of any premises, dwelling or dwelling unit, as owner or as personal representative. "Personal representative" means that term as defined in section 1106 of the Estates and Protected Individuals Code, 1998 PA 386, MCL 700.1106. A personal representative also may include a special fiduciary appointed to take possession of and administer the property of a decedent's estate. 2016 PA 59, MCL 700.1002.

Reside means to be physically present in a residential dwelling or unit and regard that dwelling or unit as one's home, to which one intends to return and remain permanently or continuously. For purposes of this article, a person may only reside in one dwelling or unit at a time.

Responsible local agent means a representative of a person corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

(1) Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, 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 non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of this Code.

Sec. 14-4. Property registration required.

(1) No person shall rent, lease, offer for rent or lease, or allow another person to occupy any non-owner occupied residential dwelling or unit without a property registration issued by the city.

(2) Upon the adoption of this chapter, any owner of a non-owner occupied residential dwelling or unit must register the non-owner occupied residential dwelling or unit within one hundred twenty (120) days of the effective date of this chapter. Upon expiration of the initial one hundred twenty-day period, an owner of a non-owner occupied residential dwelling or unit must register the non-owner occupied residential dwelling or unit within forty-five (45) days of the non-owner occupied residential dwelling or unit becoming non-owner occupied.

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 parent, child, or sibling 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. 14-6. Application and fees.

An owner of a non-owner occupied residential dwelling or unit shall apply for a property registration on forms provided by the department of neighborhood and economic operations. The owner must pay the required application fees and all outstanding inspection fees and applicable late charges. No application for property registration is valid unless filled out accurately and completely, signed by the owner and the responsible local agent, if applicable, and the proper fees have been paid. It is a violation of this article for an owner to provide inaccurate information on an application for a property registration. A property registration fee once tendered may not be refunded or transferred.

Sec. 14-7. Issuance of property registration.

A property registration shall be issued if the applicant meets all of the following requirements:

(1) An application form is properly submitted;

(2) An acknowledgment of local responsible agent form is submitted and signed by the local responsible agent, if required;

(3) All application fees are paid;

(4) All outstanding inspection fees and late fees are paid;

(5) Payment in full of all of the following fines, fees and debts relating to the property being registered owed to the city that are currently due or past due, including but not limited to:

a. Outstanding water or sewer bills;

b. All charges for mowing, cleanup, weed or debris removal; and

c. Any fees, penalties, or debts of any sort arising from provisions of the housing code, including any blight violations.

Sec. 14-8. Amendment of property registration information.

If any information submitted upon the application for issuance of a property registration changes, the owner must notify the department of neighborhood and economic operations within ten (10) days and submit an amended application. Failure to update information within ten (10) days is a violation of this article and subject to late fees.

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. 14-9.1. Reserved.

Sec. 14-10. Responsible local agent.

For a non-owner occupied residential dwelling or unit owned by a person or entity that resides more than seventy-five (75) miles outside of Jackson 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 for-profit or non-profit entity, the address of the registered office or headquarters of the entity must be within seventy-five (75) miles of the county.

Sec. 14-11. Notice to owner or responsible local agent.

All notices required by chapters 2.5, 4, 5, 12, 13, 14, 17, 26 or 28 [of this Code] concerning a non-owner occupied residential dwelling may be served by either first class mail, certified mail or personal service upon the owner or upon the responsible local agent, if one has been designated. Electronic mail may also be used to ensure expediency.

Sec. 14-12. Transfer of ownership.

If the ownership of a non-owner occupied residential dwelling or unit is transferred, any property registration under this article shall become void. An application for registration must be made at the time of closing by the purchaser, transferee, or grantee, and the seller of the non-owner occupied residential dwelling or unit must notify the city within forty-five (45) days of the sale or transfer and provide the name and address of the purchaser or transferee. A purchaser or transferee who intends to live in a single-family dwelling that was a non-owner occupied single-family dwelling prior to the sale or transfer, but will be an owner-occupied single-family dwelling after the sale or transfer, need not comply with registering the property once a transfer affidavit and proof that a one hundred (100) percent principal residence exemption (PRE) has been filed with the city assessor. No refunds or credits of fees will be given when there is a transfer of ownership.

Sec. 14-12.1. Transfer of ownership to in-place tenant.

If the ownership of a non-owner occupied residential dwelling or unit is transferred from a non-occupant owner of the property to an occupant of the property, whether by traditional sale or by land contract, any inspections under the

non-owner occupied residential property registry scheduled prior to the transfer of ownership shall continue to be conducted. Both the previous owner and the new owner shall be notified of any such inspection. However, the transfer of properties between immediate family members (father, mother, brother, sister, son, daughter) shall be exempt from the registration and inspection requirements of this chapter.

Sec. 14-13. Presumption of non-owner occupied residential dwelling or unit.

Whenever a residential dwelling or unit used for or intended for residential purposes is vacant or occupied by anyone other than the owner of record as shown in the records of the city assessor, there shall exist a presumption that the dwelling or a portion of the dwelling is a non-owner occupied residential dwelling or unit regardless of whether monetary compensation is exchanged between the owner and the person(s) occupying the residential dwelling or unit. In addition, there shall be a presumption that the dwelling is non-owner occupied if the property or unit was rented, leased, let, or registered under this article within the last six (6) months, and the owner has not properly applied for a change of use.

Sec. 14-14. Fees and charges.

Application fees, inspection fees, applicable late fees as well as any other charges in connection with property registration shall be established by resolution of the city council.

Sec. 14-15. Revenues.

All revenues raised shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred to the general operating fund for any purpose.

Sec. 14-16. Disclaimer of liability.

The city shall not be liable to any person or entity by reason of the inspections required by this article or the issuance of a property registration. A property registration is not a warranty or guarantee that there are no defects in the non-owner occupied residential dwelling or unit. The inspection of the land use, exterior and interior of the dwelling or unit is limited to visual inspection only. The city does not guarantee or approve, and shall not be held responsible for, defects not noted in any inspection report or for any latent, structural or mechanical defects thereto.

Sec. 14-17. Penalties.

A violation of any provision of this article is a blight violation subject to the penalties provided in chapter 2.5 of this Code. Each day that a provision of this article continues to exist is a separate offense. In the case of a multi-unit non-owner occupied residential dwelling, each unit that is in violation of any provision of this article constitutes a separate offense.

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. 14-19. 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.

ARTICLE II. – MINIMUM HOUSING STANDARDS

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DIVISION 1. – GENERALLY

Sec. 14-25. Interpretation of definitions.
All words and terms used in this article shall be given their common and normal meaning unless defined hereinafter. The words and terms defined hereinafter shall be given the meaning indicated in the interpretation and enforcement of this article. All other words and provisions of this article shall be interpreted so as to eliminate or prevent the conditions set out in findings and determinations of necessity.

Unless the context clearly indicates otherwise, when words are used in this article, the following rules of construction shall apply:

(1) The singular includes and shall apply to the plural, and the plural applies to and includes the singular.
(2) The masculine gender shall include the feminine and neuter, and feminine and neuter shall include the masculine.
(3) Where the text uses the negative of a defined word, the negative of the definition shall be applied.
(4) The definition of a verb or a noun shall be used in an appropriate fashion where the adverbial or adjectival form of the word is used.

Sec. 14-26. Definitions.
The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned dwelling means a dwelling which is unoccupied in any manner for a period of more than six (6) months. A dwelling 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.

Accessory structure means a detached structure customarily incidental to the principal structure and located on the same lot with such principal structure including, but not limited to, detached garages, carports, sheds, fences, playhouses, and swimming pools. Accessory structure does not include tents, fabric covered assemblies, and shelters or storage containers.

Approved, as applied to a material, device or method of construction, means approved by the chief building official under the provisions of this article, or approved by other authority designated by law to give approval in the matter in question.

Basement means that portion of a building partly underground, but having less than half its clear height below the average grade of the adjoining ground (See Cellar).

Building code board of examiners and appeals means the board appointed by the mayor and city council to provide for reasonable interpretations of the provisions of the building code and the housing code.

Building code means the building codes officially adopted by the city council; or such other codes as may be officially adopted by the city council for the purpose of regulating the administration, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures. Building codes officially adopted by the city council include, but are not limited to:

(1) Michigan Building Code as set forth in MCL 125.1501, et seq., R408.30401, as amended.
(2) Michigan Electrical Code as set forth in MCL 125.1501, et seq., R408.30801, as amended.
(3) Michigan Mechanical Code as set forth in MCL 125.1501, et seq., R408.30901, as amended.
(4) Michigan Plumbing Code as set forth in MCL 125.1501, et seq., R408.30701, as amended.
(5) Michigan Rehabilitation Code for Existing Buildings, as set forth in MCL 125.1501, et seq., R408.30551, as amended.
(6) Michigan Residential Code as set forth in MCL 125.1501, et seq., R408.30501, as amended.

Cellar means that portion of a building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

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.

Dwelling means any building which is wholly or partly used, designed, or constructed for the purpose of, or intended to be used for human habitation.
(1) *One-family dwelling* means a building containing one (1) dwelling unit.
(2) *Two-family dwelling* means a building containing two (2) dwelling units.
(3) *Multiple-family dwelling* means a building containing more than two (2) dwelling units.
(4) *Boardinghouse, lodging house, or tourist house* means a building arranged or used for lodging with or without meals, for compensation.
(5) *Dormitory* means a building arranged or used for lodging six (6) but not more than twenty (20) individuals and having common toilet and bathroom facilities.
(6) *Hotel* means a building arranged or used for sheltering, sleeping or feeding, for compensation and open for permanent or transient guests.

Dwelling unit means one (1) or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities.

Egress means a place or means of going out.

Enforcement officer means the official designated herein or otherwise charged with the responsibilities of administering this article, or his or her authorized representatives.

Exit door means that portion of a means of egress between the termination of the means of egress at the exterior of the dwelling or dwelling unit and the outside of the dwelling or dwelling unit.

Exterior property area means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

Extermination means the control and elimination of insects, rodents, vermin or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison, spraying, fumigating, trapping or by any other approved pest elimination methods.

Fire official means the chief of the fire department or his or her duly authorized representatives.

Floor area means the area of the floor contained within the partitions or walls enclosing any room over which floor the ceiling height is not less than the minimum height required by this article and excluding the floor area of any closets.

Flush water closet means a toilet bowl flushed with water under pressure or under static head with a water-sealed trap above the floor level.

Garbage means spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid

decomposition, including trash to which such material has adhered. This definition is not meant to preclude the composting of yard waste in an appropriate container as approved by the chief building official.

Gross floor area means the total floor area in a building or structure.

Habitable room means a room or enclosed floor space arranged for living, sleeping, eating or cooking purposes (not including bathrooms, water closet compartments, laundry rooms, pantries, foyers, hallways, storage rooms and other accessory floor spaces).

Hazard means that condition which presents a danger to the health and safety of persons and surrounding property.

Heated water means water heated to a temperature of not less than one hundred twenty (120) degrees Fahrenheit at the outlet.

Hotel (See Dwelling).

Human habitation means the use of any room, rooming unit, dwelling unit, building or premises for the purpose of living, sleeping, cooking or eating purposes by one (1) or more persons.

Infestation means the presence of insects, rodents, vermin or other pests.

Integral means incorporated in the design of the structure and performing a specific function or serving a specific purpose.

Kitchen means a room or portion of a room containing a minimum of seventy (70) square feet of floor area used for the preparation or consumption of food, and containing the facilities and equipped as provided in this article.

Kitchenette means a room or a portion of a room containing less than seventy (70) square feet of floor area used for the preparation of food, and containing the facilities and equipped as provided in this article.

Motel means the same as a hotel.

Multiple-family dwelling (See Dwelling).

Occupant means any person, over one (1) year of age (including owner or operator) living and sleeping in a dwelling or dwelling unit or having actual possession of such dwelling or dwelling unit.

Openable area means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator means any person who has charge, care, control or management of a building or part thereof in which dwelling units are let.

Owner means any person who, alone or with any other persons, shall:

(1) Have a freehold or lesser estate in, or a land contract vendee's interest in, any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or

(2) Have charge, care or control of any premises, dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner.

Person means an individual, firm, corporation, association or partnership.

Plumbing means, but is not limited to, water heating facilities, water pipes, garbage disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents or other similarly supplied fixtures, together with all connections to potable water, sanitary sewer or vent lines.

Premises means a lot, plot or parcel of land including the buildings or structures thereon.

Public hall means a hall, corridor or passageway not within the exclusive control of one (1) occupant.

Refuse means, but is not limited to, garbage, rubbish, trash, debris, and junk; household appliances or furniture intended for interior use; inoperable, disassembled, or broken toys; mechanical or electrical devices or any kind; ferrous and non-ferrous metals; industrial sludge; solid commercial or industrial waste; or animal waste, but does not include human body waste, liquid, or other waste regulated by statute.

Responsible local agent means a representative of a person, corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

(1) Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, 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 non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of this Code.

Residence building means a building in which sleeping accommodations, with or without cooking facilities as a unit, are provided, except when classified as an institution under the building code.

Rooming house means any dwelling or that part of any dwelling containing one (1) or more rooming units.

Rooming units means any room or group of rooms forming a single habitable unit used or intended to be used for living or sleeping but not for cooking purposes.

Rubbish means combustible and noncombustible waste materials, except garbage; and the term shall include, but is not limited to, the residue from the burning of wood, coal, coke and other combustible materials; paper; rags; cartons; boxes; wood; excelsior; rubber; leather; tree branches; yard trimmings; tin cans; metals; mineral matter; glass, crockery; dust and other similar material.

Single-family, owner-occupied dwelling means any dwelling occupied by a single family of which one (1) or more members of the family are owners of the freehold of the premises or a lesser estate, or a land contract vendee's interest therein other than a tenancy for a period of time or at will.

Storage area means a room or space in an unoccupied basement, cellar, attic, garage, or any accessory structure designated for the holding or keeping of materials which are intended for future use and drawn upon when needed.

Supplied means installed, furnished or provided by the owner or his or her authorized representative.

Temporary structure means, but is not limited to, tents, fabric covered assemblies and shelters, or storage containers that are not fastened to a permanent foundation.

Unfit for human habitation means that dwelling or dwelling unit which is a hazard to the health and welfare of the occupants because it lacks maintenance or is in disrepair, lacks essential services (gas, water, electric and sewer), is unsanitary, or insect-, vermin-, or rodent-infested.

Ventilation means the process of supplying and removing air by natural or mechanical means to or from any space.

(1) *Natural*. Ventilation by opening to outer air through windows, skylights, doors, louvers, or stacks without wind-driven devices.

(2) *Mechanical*. Ventilation by power-driven devices.

Window means and includes a window, skylight, glazed door, glass block panel, or other light-transmitting medium.

Workmanlike means executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing as close to identical material as possible, and finished to a completed state. Alternative methods and materials must be approved by the chief building official or his or her designee.

Workshop area means a room or space in an unoccupied basement, cellar, or garage utilized for repairing articles.

Sec. 14-27. Maintenance of facilities.

All dwellings shall be maintained and repaired in a workmanlike manner. All required and integral equipment in every dwelling shall be installed in accordance with the Michigan Building Code or International Property Maintenance Code~~Michigan Residential Code~~, and maintained in accordance with the provisions of the housing code so as to properly and safely perform intended functions.

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Sec. 14-28. Purpose.

The purpose of this article is to protect the public health, safety and welfare of occupants in buildings used or intended to be used for human habitation as hereafter provided by:

(1) Establishing minimum standards for exterior property areas, exterior structure, interior structure, basic facilities, light and ventilation, occupancy requirements, and fire safety. These standards are designed to be reasonably high but at the same time practical and attainable.
(2) Fixing the responsibilities of owners, operators, occupants, and responsible local agents of dwellings and dwelling units.
(3) Providing for administration, enforcement and penalties.

Sec. 14-29. Applicability.

The provisions of this article shall apply to all existing structures used, designed and constructed for the purpose of or intended to be used for human habitation. The minimum standards required under this Code are designed to prevent fire hazards, structural deterioration, inadequate light, air and heat, and unsanitary and overcrowded conditions which constitute a menace to the safety, health and welfare of the occupants.

Sec. 14-30. Nonpayment of administrative hearings bureau fines and costs.

An individual, partnership, corporation, association, governmental entity, or any other legal entity shall not be eligible to apply for building permits, certificates of use and occupancy, or specific variances to substantive requirements of the Code of Ordinances if the person or the owner of the affected or proposed building or structure is delinquent in paying civil fines, costs, or justice system assessments imposed [by] the City of Jackson's Administrative Hearings Bureau.

Pursuant to Michigan law, this subsection shall not apply to an applicant if the applicant became the owner of the property by foreclosure or by taking a deed in lieu of foreclosure and is one of the following: a government sponsored enterprise, financial institution, or mortgage servicer as defined by MCL 125.1509(c)(2)(a), (b), and (c).

This subsection shall not apply to an application for a building permit if the work authorized under the building permit will correct, in whole or in part, the blight violation that was the subject of the delinquent payment.

Secs. 14-31—14-40. Reserved.

DIVISION 2. ENFORCEMENT

Sec. 14-41. Enforcement agency.

The provisions of this article shall be enforced by the chief building official, fire official, and the chief of police or their designated representatives.

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 subsection 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.

Sec. 14-42.2. Reasons for revocation or denial of certificate of compliance.

A certificate of compliance may be denied or revoked by the chief building official for any of the following reasons:

(1) Whenever the city finds that the owner of any non-owner occupied residential dwelling or unit has failed to comply with a notice of violation issued pursuant to chapter 14 of this Code;

(2) If an owner or responsible local agent has refused or failed to allow an inspection of the non-owner occupied residential dwelling or unit by a code enforcement official;

(3) An act, omission or condition exists at a non-owner occupied residential dwelling or unit that is unauthorized or beyond the scope of the property registration granted;
(4) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is prohibited by the provisions of this article or any other city ordinance, regulation or provision, or by any state or federal law;
(5) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is contrary to the public health, safety, and welfare of the citizens of Jackson; or
(6) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is a nuisance as identified in chapter 17 of this Code.
(7) However, the owner may enter into a development agreement with the city to address the outstanding violations within an agreed upon timeframe and ramifications for non-compliance.

Sec. 14-43. Inspection fees.

(1) The owner of a dwelling unit shall be charged by the chief building official for inspections conducted pursuant to this article in accordance with the resolutions adopted by the city council. The owner or occupant of property whose dwelling is inspected pursuant to a housing rehabilitation program or other housing assistance program of the city shall not be charged for such inspection.
(2) Reserved.
(3) If the owner fails to pay an invoice for inspection fees directed to him or her under subsection [1] of this section within thirty (30) days, the city may cause the costs reflected in said invoice to be assessed against the premises as a special assessment, pursuant to serial section 273 of the City Charter, and may institute an action against the owner for the collection of said costs in any court of competent jurisdiction. However, the city's attempt to collect such costs by any process shall not invalidate or waive the lien upon the premises.
(4) All revenues raised shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred to the general operating fund for any purpose.

Sec. 14-44. Violations observed.

When violations of this article are observed, the chief building official or his or her authorized representative shall file a written report of such violations with the department of neighborhood and economic operations.

Sec. 14-45. Notices and orders.

Notice of violations of this article and orders for the correction of such violations shall be given to the owner or his or her agent within fourteen (14) working days from the date of inspection. Notice shall:

(1) Be in writing.
(2) Identify the property involved, the day of the inspection and the name of the inspector.
(3) Cite the conditions that constitute violations of this article.
(4) State the time allotted for correction of the violations. Emergency hazards shall be corrected immediately. For purposes of this section, the time allotted for correction of nonemergency violations shall be no less than thirty (30) and no more than ninety (90) calendar days.
(5) Inform the owner of his or her right to appeal to the building code board of examiners and appeals.

Sec. 14-45.1. Transfer of ownership.

It shall be unlawful for the owner of any dwelling or dwelling unit who has received a notice of violation and order for correction, or upon whom a notice of violation and order for correction has been served, pursuant to section 14-45 of this article, to sell, transfer, or otherwise dispose of to another until the provisions of the notice of violation and order for correction have been complied with, or until such owner furnishes the grantee or transferee a true copy of said notice of violation and order for correction issued by the chief building official, and shall furnish to the chief building official a signed and notarized statement from the grantee or transferee acknowledging the receipt of such

notice of violation and order for correction, and fully accepting the responsibility without condition for making the corrections or repairs required by such notice of violation and order for correction.

Sec. 14-46. Notice to vacate.

When the chief building official, chief of police or fire official finds any dwelling unfit for human habitation, he or she shall serve notice to vacate on the owner or his or her responsible local agent as follows:

(1) By personal service on the owner or the responsible local agent; or
(2) By personal service to the owner, the responsible local agent, or to a person of suitable age and discretion at the owner's or responsible local agent's last known address; or
(3) By first class mail addressed to the owner or his or her responsible local agent at his or her last known address; or
(4) By posting the notice for a twenty-four-hour period in placard form in a conspicuous place on the premises to be vacated. No person shall deface or remove such placard from any dwelling except by authority in writing from the chief building official.

Sec. 14-47. Vacating of unfit building.

Any dwelling or dwelling unit which has been declared unfit for human habitation shall be vacated within a reasonable time as required by the chief building official, chief of police or fire official. No person shall occupy such dwelling or dwelling unit until written approval is secured from the chief building official. Any person who willfully refuses to vacate a building ordered vacated under this section, who reoccupies or causes or allows such a building to be reoccupied without satisfying all requirements of a notice or order issued under this section, or who, without permission, removes a notice posted on a building pursuant to this section, shall be guilty of a misdemeanor and punished upon conviction thereof as provided in section 1-18 of this Code. Examples of property conditions that may result in vacating of a building include, but are not limited to:

(1) Lack of essential electric service;
(2) Lack of essential gas service;
(3) Lack of essential water service;
(4) Evidence of a lead hazard as demonstrated by a child with an elevated blood level who resides in or visits the dwelling as reported by the Jackson County Health Department or other health agency;
(5) Evidence of infestation by rodents or bugs;
(6) Evidence of a sewage backup;
(7) Evidence of active methamphetamine components, or other drug related or hazardous materials; and
(8) Evidence of other living conditions which are unsanitary and unfit for human habitation.

Sec. 14-48. Correction of violation.

The time limit set for the correction of a violation may be extended by the chief building official or the building code board of examiners and appeals if the owner can show a good faith effort to comply with the repair order. Time limits may also be extended by the chief building official for repairs which cannot be carried out within the allotted period because of the seasonal nature of the work to be done.

Sec. 14-49. Noncompliance cases.

If the owner or occupant fails to comply with the correction order contained in the notice of violation, the chief building official may bring an action to enforce the provisions of this article.

If the violation constitutes an emergency, or the owner ignores the correction order, the chief building official may cause the necessary repairs to be made or take other corrective action up to and including condemnation and demolition of the structure, and the charges collected as a special assessment against the premises as provided in the Charter of the city.

Sec. 14-50. Penalties.

Unless provided otherwise, a violation of any provision of this article is a blight violation subject to the penalties provided in chapter 2.5 of this Code. Each day of violation of a provision of this article relating to the physical condition of any dwelling shall constitute a separate violation.

Sec. 14-51. Variance.

(a) An owner, or agent thereof, whose structure(s) has been inspected, may apply to the building code board of examiners and appeals for a hearing, no later than ninety (90) days after the notice of violation is issued, for consideration of receiving a specific variance to a requirement of this article that is identified as a violation or correction order in the notice of violation(s). The building code board of examiners and appeals may grant a specific variance to any requirement of this article if the literal application of a requirement would result in practical difficulty for compliance with the particular section(s) at issue. No variance shall be granted if same would result in either the purpose or the intent of the particular section(s) at issue being abrogated. 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 section(s) at issue will be satisfied. In reviewing a request for a variance, the board shall consider the following to determine whether practical difficulty exists:

(1) Whether there are exceptional or extraordinary conditions applying to the property that do not apply to other similar properties;
(2) Whether the exceptional or extraordinary conditions resulted from the action of the property owner;
(3) Whether there exists alternative or equivalent methods or materials that would allow the purpose and intent of the particular section(s) at issue to be satisfied;
(4) Whether strict compliance with the ordinance [this chapter] requirements would be unreasonably burdensome on the property owner;
(5) Whether strict compliance with the ordinance [this chapter] requirements would cause a financial hardship for the property owner;
(6) Whether the granting of a variance would result in a substantial detriment to the property; and
(7) Whether the variance requested is the minimum variance possible that would still allow the purpose and intent of the particular section(s) at issue to be met.

(b) An owner, or agent thereof, whose building, structure, or dwelling has been determined to be unfit for human habitation by the chief building official and where a notice to vacate has been served under section 14-46, may appeal the determination of the chief building official to the building code board of examiners and appeals for a hearing to determine if the notice to vacate should be upheld or discharged. The building code board of examiners and appeals shall uphold the notice to vacate if it determines that the building, structure, or dwelling is unfit for human habitation or discharge the notice to vacate if it determines that the building, structure, or dwelling is fit for human habitation.

Sec. 14-52. Appeal application fee.

Any person who files an appeal with the building code board of examiners and appeals pursuant to section 14-51 shall be obligated to accompany his or her appeal with an application fee established by city council resolution. The board may waive an application fee if it finds same would cause a financial hardship for the applicant.

Secs. 14-53—14-60. Reserved.

DIVISION 3. ~~FIRE SAFETY~~ INTERNATIONAL PROPERTY MAINTENANCE CODE

~~Sec. 14-61. Fire safety regulations.~~

~~No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:~~

~~(1) *Cooking and heating equipment.* All cooking and heating equipment, components and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions, and kept functioning properly so as to be free from fire, health and accident hazards. All installations and repairs shall be made in accordance with the manufacturer's installation and maintenance instructions or other laws or ordinances of the city. Portable cooking equipment employing flame and portable heating equipment employing flame are prohibited, except that unvented fuel-burning room heaters equipped with oxygen depletion sensors and listed in accordance with ANSI Standard Z21.11.2 shall be permitted in single-family, owner-occupied dwelling units only.~~

~~(2) *Storage of flammable liquids prohibited.*~~

~~a. No dwelling or dwelling unit shall be located within a building containing any establishment handling, dispensing or storing flammable liquids with a flashpoint of one hundred ten (110) degrees Fahrenheit or lower.~~

~~b. No dwelling or dwelling unit shall handle, dispense, or store flammable liquids with a flashpoint of one hundred ten (110) degrees Fahrenheit or lower.~~

~~(3) *Egress.* The owner of every existing dwelling shall be responsible for the safety of all persons in or occupying such premises with respect to the adequacy of means of egress therefrom.~~

~~a. Any existing dwelling not now provided with exitway facilities as herein prescribed for new dwellings and in which the exitways are deemed inadequate for safety by the chief building official or fire official shall be provided with such additional safe means of egress as shall be ordered by the chief building official or fire official.~~

~~b. If new or altered exitway facilities are installed or constructed, they shall comply with all requirements of the Michigan Building Code or Michigan Residential Code.~~

~~c. It shall be unlawful to obstruct or reduce in any manner the clear width of any doorway, hallway, passageway or any other exitway required by this article. All egress doors shall be readily openable from the side from which egress is to be made without the use of a key or special knowledge or effort.~~

~~d. Every sleeping room shall have at least one (1) window or one (1) door opening directly to the outside to serve as an emergency exit if the normal avenues of escape are blocked, which can be opened from the inside without the use of tools and of such size as required by the Michigan Building Code, Michigan Residential Code or Michigan Rehabilitation Code.~~

~~e. Fire escapes shall be permitted only by special order of the chief building official in existing buildings when more adequate exitway facilities cannot be provided. Fire escapes shall be constructed in accordance with Michigan Building Code.~~

~~(4) Reserved.~~

~~(5) *Smoke detectors.* Smoke detectors shall be installed in accordance with the Michigan Building Code or the Michigan Residential Code.~~

~~(6) *Carbon monoxide detectors.* Carbon monoxide detectors shall be installed in accordance with the Michigan Building Code or the Michigan Residential Code.~~

Sec. 14-61. – Adoption.

The International Property Maintenance Code, 2021 edition, as published by the International Code Council, be and hereby is adopted as the Property Maintenance Code of the City of Jackson, in the State of Michigan for the purpose

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of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes prescribed in section 14-62.

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Sec. 14-62. – Amendments, deletions and additions.

The International Property Maintenance Code adopted in section 14-61 is amended and revised, and additional sections are added as herein after set forth.

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(1) Section 101.1 is hereby amended to read as follows:
101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Jackson, hereinafter referred to as "this code."

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(2) Section 103.1 is deleted in its entirety and the following new Section 103.1 is added as follows:
103.1 General. The provisions of this code shall be enforced by the chief building official, fire official, and the chief of police, or their designated representatives, all of whom may be referred to as *code official*.

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(3) Section 107 is hereby amended in part by deleting the text "board of appeals" and replacing it with "Construction Board of Appeals".

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(4) Section 109.3 is deleted in its entirety and the following new Section 109.3 is added as follows:
109.3 Prosecution of violation. Sections 14-49 and 14-50 shall govern the prosecution of violations under this code.

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(5) Section 111 is deleted in its entirety.

(6) Section 113 is deleted in its entirety.

(7) Section 202 is hereby amended in part as follows:

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The definition of "accessory structure" is added as follows:
ACCESSORY STRUCTURE. A detached structure customarily incidental to the principal structure and located on the same lot with such principal structure including, but not limited to, detached garages, carports, sheds, fences, playhouses, and swimming pools. Accessory structure does not include tents, fabric covered assemblies, and shelters or storage containers.

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The definition of "condemn" is deleted.

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The definition of "cost of such demolition or emergency repairs" is deleted.

The definition of "dwelling unit" is replaced with the following definition:
DWELLING UNIT. One (1) or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities.

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The definition of "egress" is added as follows:
EGRESS. A place or means of going out.

The definition of "exit door" is added as follows:
EXIT DOOR. That portion of a means of egress between the termination of the means of egress at the exterior of the dwelling or dwelling unit and the outside of the dwelling or dwelling unit.

The definition of "extermination" is added as follows:

EXTERMINATION. The control and elimination of insects, rodents, vermin or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison, spraying, fumigating, trapping or by any other approved pest elimination methods.

The definition of "hazard" is added as follows:
HAZARD. That condition which presents a danger to the health and safety of persons and sourrounding property.

The definition of "inoperable motor vehicle" is deleted.

The definition of "kitchen" is added as follows:
KITCHEN. A room or portion of a room containing a minimum of seventy (70) square feet of floor area used for the preparation or consumption of food, and containing the facilities and equipped as provided in this article.

The definition of "kitchenette" is added as follows:
KITCHENETTE. A room or a portion of a room containing less than seventy (70) square feet of floor area used for the preparation of food, and containing the facilities and equipped as provided in this article.

The definition of "plumbing" is added as follows:
PLUMBING. Including, but not limited to, water heating facilities, water pipes, garbage disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents or other similarly supplied fixtures, together with all connections to potable water, sanitary sewer or vent lines.

The definition of "public hall" is added as follows:
PUBLIC HALL. A hall, corridor or passageway not within the exclusive control of one (1) occupant.

The definition of "refuse" is added as follows:
REFUSE. Including, but not limited to not limited to, garbage, rubbish, trash, debris, and junk; household appliances or furniture intended for interior use; inoperable, disassembled, or broken toys; mechanical or electrical devices or any kind; ferrous and non-ferrous metals; industrial sludge; solid commercial or industrial waste; or animal waste, but does not include human body waste, liquid, or other waste regulated by statute.

The definition of "single-family, owner-occupied dwelling" is added as follows:
SINGLE-FAMILY, OWNER-OCCUPIED DWELLING. Any dwelling occupied by a single family of which one (1) or more members of the family are owners of the freehold of the premises or a lesser estate, or a land contract vendee's interest therein other than a tenancy for a period of time or at will

The definition of "workmanlike" is replaced with the following definition:
WORKMANLIKE. Executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing as close to identical material as possible, and finished to a completed state. Alternative methods and materials must be approved by the chief building official or his or her designee.

(8) Section 302.4 is deleted in its entirety.

(9) Section 302.8 is deleted in its entirety.

(10) Section 302.9 is deleted in its entirety.

(11) Section 304.2 is deleted in its entirety and the following new section 304.2 is added as follows:

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304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods which are in sound condition free from obvious rot, decay, and deterioration, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(12) Section 304.14 is deleted in its entirety and the following new section 304.14 is added as follows:

304.14 Screens. Every uninsulated door opening directly from any dwelling or dwelling unit to the outdoors used for ventilation purposes shall be supplied with a storm-screen unit. Every insulated door shall be provided with a screen only. Every hinged screen or storm-screen door in a dwelling or dwelling unit shall have a self-closing device in good working condition. Every uninsulated window opening directly from any dwelling or dwelling unit to the outdoors that may be used for ventilation purposes shall be supplied with a storm-screen unit. Every insulated window shall be provided with a screen only. Each basement or cellar window, when open for ventilation, shall be screened and every other opening to a basement which might provide an entry for rats or other vermin shall be supplied with a screen or other device as to effectively prevent their entrance.

(13) Section 304.18.1 is deleted in its entirety and the following new section 304.18.1 is added as follows:

304.18.1 Doors. All egress doors shall be readily openable from the side from which egress is to be made without the use of a key or special knowledge or effort.

(14) Section 304.18.2 is deleted in its entirety and the following new section 304.18.2 is added as follows:

304.18.2 Windows. Every window and their frames shall be maintained in good repair, operate as designed and intended, and shall be weatherproof, rodent-proof, and waterproof.

(15) Section 308 is deleted in its entirety.

(16) Section 402.3 is deleted in its entirety and the following new section 402.3 is added as follows:

402.3 Other spaces. Other spaces shall be adequately and reasonably illuminated sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

(17) Section 404.3 is deleted in its entirety and the following new section 404.3 is added as follows:

404.3 Minimum ceiling heights. In all existing habitable spaces, hallways, laundry areas, bathrooms, toilet rooms, and habit able basement areas shall have a clear ceiling height of not less than six (6) feet six (6) inches. Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than four (4) feet on center and projecting not more than six (6) inches below the required ceiling height.

2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study, or recreation purposes, having a ceiling height of not less than six (6) feet six (6) inches with not less than six (6) feet four (4) inches of clear height under beams, girders, ducts, and similar obstructions.

3. Rooms occupied exclusively for sleeping, study, or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least six (6) feet six (6) inches over not less than

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one-third (⅓) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five (5) feet or more shall be included.

(18) 602.3 is hereby amended in part by deleting the text "during the period from [DATE] to [DATE]".

(19) 602.4 is hereby amended in part by deleting the text "during the period from [DATE] to [DATE]".

(20) Section 604.2 is deleted in its entirety and the following new section 604.2 is added as follows:

604.2 Service. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 100 amperes.

(21) Section 605.2 is deleted in its entirety and the following new section 605.2 is added as follows:

Section 605.2 Receptacles.

1. Each habitable room shall be provided with a minimum of two (2) duplex receptacles conveniently located to adequately supply the electrical fixtures and appliances therein.

2. Kitchen countertop receptacles shall be protected by a ground fault circuit interrupter (GFCI).

3. Each bathroom shall be provided with at least one (1) duplex receptacle located within three (3) feet of the sink and shall be protected by a ground fault circuit interrupter.

4. The laundry area shall be provided with at least one (1) ground fault circuit interrupter receptacle located adjacent to the laundry appliance.

5. All outside and basement receptacles shall be protected by a ground fault circuit interrupter.

6. Three-way switching shall be provided for all stairways between habitable floors with six (6) or more risers. Three-way switching is not required if the stairway is continuously illuminated or the lights are automatically controlled.

7. Every room or space including, but not limited to, habitable rooms, hallways, stairways, bathrooms, kitchens, laundry rooms, garages, utility rooms, basements, cellars, crawlspaces, work rooms, or storage rooms shall be provided with a lighting fixture controlled by a switch at the entryway except that:

a. A habitable room may be provided with a switched receptacle or a duplex receptacle located within six (6) feet of the entrance doorway.

b. An attic that is accessible by stairs shall be provided with at least one (1) light outlet switched near the entryway.

c. Each main entrance shall be provided with a suitable lighting fixture outside of the door and a switch convenient to the door. Each enclosed porch shall be provided with a suitable lighting fixture outside the door.

d. If a detached garage is provided with power, it shall be provided with at least one (1) inside lighting fixture, a ground fault circuit interrupter protected outlet, and a switched lighting fixture outside the service door. If the exterior of the service door is adequately illuminated by other lighting, a lighting fixture outside of the service door is not required.

9. The electrical service must have an ampacity of not less than the load served.

10. Existing electrical services that do not comply with subsection (5)i. above shall be upgraded in accordance with the National Electrical Code.

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Secs. 14-62—14-12070. - Reserved.

~~DIVISION 4. – EXTERIOR STANDARDS~~

~~Sec. 14-71. – Exterior property areas.~~

~~Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling, or dwelling unit for the purpose of living therein which does not comply with the following requirements:~~

~~(1) *Sanitation.* All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish, refuse or garbage and junk.~~

~~(2) *Prohibited uses.* No horse, cow, calf, swine, sheep, goat, chickens, geese or ducks or any other livestock shall be kept in any dwelling, or accessory structure, or part thereof, or on any property.~~

~~(3) *Grading and drainage.* All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any building or structure located thereon. All cisterns and septic tanks must be disconnected and filled with sand if not used for stormwater retention.~~

~~(4) *Sidewalks and driveways.* All sidewalks and driveways shall be maintained in sound condition in accordance with ASTM standards. Private sidewalks shall be concrete, brick or asphalt. Expansions of existing driveways, parking areas, or sidewalks shall be paved concrete, brick or asphalt surfaces.~~

~~(5) *Accessory structures.* All accessory structures shall be maintained in a structurally sound condition and in good repair. No accessory structure shall be occupied as a dwelling.~~

~~(6) *Temporary structures.* No temporary structure shall be occupied as a dwelling or maintained longer than thirty (30) days.~~

~~Sec. 14-72. – Exterior building envelope.~~

~~Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:~~

~~(1) *Structure.* Every foundation, wall and roof shall be reasonably weatherproof, waterproof and rodent-proof, shall be capable of privacy and kept in good repair.~~

~~a. The foundation elements shall adequately support the building at all points of the building footprint.~~
~~b. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain, dampness or rodents to the interior portions of the walls, or which might provide harborage for insects or other vectors of disease. Exterior walls and wood trim shall be well and sufficiently painted so as to prevent same from deteriorating and becoming havens for rodents, insects and other vectors of disease. Defective paint that is suspected of containing lead levels in excess of allowable limits shall be treated or removed in accordance with established H.U.D. and E.P.A. guidelines.~~
~~c. The roof system shall be free of defects of any kind including, but not limited to, deflection that is not a consequence of, or results in, an unsafe condition, the admission of moisture, damage to structural members, sheathing, flashings, roof covering, ventilation, and drainage systems.~~
~~d. Gutters and downspouts shall be provided so as to prevent rainwater from causing dampness in the walls or interior portion of the building and to prevent ground water from migrating to or entering into the basement walls or foundation.~~

~~(2) *Stairs and porches.* Every inside and outside stair, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the loads to which they are subjected and shall be kept in sound condition and in good repair. In the case of stairs with four (4) or more risers, the~~

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stairway shall be equipped with a full length handrail and/or guardrail. Such handrails and guardrails shall be installed in accordance with the state building code or the state residential code.

(3) *Openings.* Every window, exterior door, and basement hatchway and their frames shall be maintained in good repair, operate as designed and intended, and shall be weatherproof, rodent-proof, and waterproof.

(4) *Chimneys.* All chimneys shall be maintained in sound condition, free of holes and breaks and operate as intended. All chimneys shall be properly capped and supplied with an appropriate cleanout. The top of the chimney shall be at least two (2) feet above any point on the roof within a ten-foot radius of the chimney, but shall not be less than three (3) feet above the highest point where the chimney passes through the roof.

(5) *Street numbers.* All buildings shall bear distinctive street numbers at least four (4) inches in height at or near the front entrance of such building. The owners of all buildings shall cause the correct numbers to be placed thereon. All numbers shall be facing the street, shall be of a contrasting color and in such a position as to be plainly visible from the street. The use of Arabic numerals is required.

Secs. 14-73—14-80. Reserved.

DIVISION 5. INTERIOR STANDARDS

Sec. 14-81. Interior structure.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

(1) *Free from dampness.* All the interior areas of the dwelling, including the cellar, basement and crawl space, shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure.

(2) *Structural members.* The supporting structural members of every dwelling or dwelling unit used for human occupancy shall be maintained in a structurally sound manner with no evidence of deterioration that would render them incapable of supporting the imposed load.

(3) *Stairs and railings.* Every stair, porch, and appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the loads to which they are subjected and shall be kept in sound condition and in good repair. In the case of stairs with four (4) or more risers, the stairway shall be equipped with a full length handrail and/or guardrail. Such handrails and guardrails shall be installed in accordance with the state building code or the state residential code.

(4) *Bathroom and kitchen floors.* The floor surface of all bathrooms, kitchens and water closets shall be constructed of impervious material and maintained so as to permit such floor to be easily kept in a clean and sanitary condition. This subsection shall not be construed to prohibit carpeting placed over a floor impervious to water.

(5) *Sanitation.*

a. *Cleanliness before occupancy.* No owner shall permit any vacant dwelling unit or premises to be inhabited by new occupants unless such dwelling unit or premises are clean, sanitary and fit for human occupancy.

b. *Responsibility.* The interior of every dwelling and multiple dwelling used for human habitation shall be maintained in a clean and sanitary condition by the occupant. The owner shall be responsible for maintaining the structure and premises thereof which he occupies and controls.

c. No room or area of a dwelling or dwelling unit shall be so cluttered as to prevent access to egress, utilities, or mechanical components of the structure.

d. *Rubbish, refuse, and garbage.* Rubbish, refuse, and garbage shall be kept inside temporary storage facilities according to the requirements of chapter 12 of this Code. The owner of every dwelling shall supply approved containers with tightly fitting covers for the temporary storage of rubbish, refuse, and garbage prior to removal.

e. *Insect and rodent harborage.* Buildings used for human habitation shall be kept free from insect and rodent infestation. The owner of every dwelling shall be responsible for the extermination of all insects, rodents and other pests within a dwelling.

f. *Interior cabinetry.* Bathroom, kitchen, and kitchenette cabinetry and countertops shall be maintained in sound condition and proper working order.

g. *Interior walls, ceilings and floors.* Every interior wall, ceiling and floor shall be maintained in sound condition and in good repair. Walls shall be capable of affording privacy for the occupants. Interior walls, ceilings and trim shall be kept free from defects in painted surfaces. Defective paint is paint on surfaces which is cracking, scaling, chipping, peeling or loose. Defective paint that is suspected of containing lead levels in excess of allowable limits shall be treated or removed in accordance with established H.U.D. and E.P.A. guidelines.

Sec. 14-82. Basic facilities requirements.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

(1) *Cooking and kitchen facilities.* Except for efficiency apartments, no food shall be prepared in any room used for sleeping purposes. No kitchen or cooking accommodations shall be permitted or maintained in any room or space in any building for the common or joint use of the occupants of more than one (1) dwelling or unit.

(2) *Sanitary facilities.*

a. Bathroom. Every dwelling or dwelling unit shall contain a room which affords privacy, employing the use of a door to a person within such room, and which is equipped with a flush water closet, a lavatory basin, and a bathtub or shower in good working condition and properly connected to a potable water and sanitary sewage system. The lavatory basin may be located outside such room provided it is adjacent thereto. The lavatory basin and bathtub or shower shall be properly connected with both hot and cold potable water lines.

b. In rooming houses, boarding houses, lodging houses or tourist houses, there shall be at least one (1) bathroom for every four (4) occupant rooms. Each bathroom shall be located on the same level as the rooms they serve.

c. Kitchen sink. Every dwelling unit shall contain a kitchen sink in good working condition, and properly connected to hot and cold potable water lines and to an approved sanitary sewage system.

d. Plumbing fixtures. Plumbing fixtures shall be arranged so as to prevent the wetting of supporting framework. The space beneath such fixtures shall be accessible and shall not be so enclosed as to prevent ventilation sufficient to maintain dry and sanitary conditions.

(3) *Water connection and water heating facilities.* Every kitchen sink, lavatory basin, bathtub or shower, water closet, and laundry facility shall be properly trapped and vented, shall have faucets and fixture fittings, and shall be properly connected to an adequate potable water system and public sanitary sewer system if available in accordance with the state plumbing code.

a. All water distribution piping shall be properly supported and capable of supplying water at forty (40) pounds minimum pressure, eighty (80) pounds maximum pressure, and flow rates (gpm) in accordance with the state plumbing code at every required kitchen sink, lavatory basin, bathtub shower and laundry facility.

b. Every dwelling shall be supplied with water heating facilities which are installed in an approved manner, properly maintained and properly connected with hot water lines to those fixtures which are required in the above subsection to be supplied with hot water. Water heating facilities shall be capable

of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub shower and laundry facility or other similar units at a temperature of not less than one hundred twenty (120) degrees Fahrenheit at any time needed.

(4) *Heating facilities.* Every dwelling shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms and bathrooms in every dwelling unit located therein to a temperature of at least sixty-eight (68) degrees Fahrenheit with an outside temperature of ten (10) degrees below zero, and with the measurement being taken three (3) feet above the floor level in accordance with the state mechanical code. All gas piping shall be properly supported.

(5) *Electrical system.*

a. Each habitable room shall be provided with a minimum of two (2) duplex receptacles conveniently located to adequately supply the electrical fixtures and appliances therein.
b. Kitchen receptacles shall be individually grounded. Countertop receptacles shall be protected by a ground fault circuit interrupter.
c. Each bathroom shall be provided with at least one (1) duplex receptacle located within three (3) feet of the sink and shall be protected by a ground fault circuit interrupter.
d. The laundry area shall be provided with at least one (1) ground fault circuit interrupter receptacle located adjacent to the laundry appliance.
e. A dedicated circuit shall be provided for the furnace, with a disconnect located within sight of the furnace.
f. All outside receptacles shall be protected by a ground fault circuit interrupter.
g. Three-way switching shall be provided for all stairways between habitable floors with six (6) or more risers. Three-way switching is not required if the stairway is continuously illuminated or the lights are automatically controlled.
h. Every room or space including, but not limited to, habitable rooms, hallways, stairways, bathrooms, kitchens, laundry rooms, garages, utility rooms, basements, cellars, crawlspaces, work rooms, or storage rooms shall be provided with a lighting fixture controlled by a switch at the entryway except that:
    1. A habitable room may be provided with a switched receptacle or a duplex receptacle located within six (6) feet of the entrance doorway.
    2. The light provided for the laundry equipment area may be connected to the dedicated laundry circuit.
    3. An attic that is accessible by stairs shall be provided with at least one (1) light outlet switched near the entryway.
    4. Each main entrance shall be provided with a suitable lighting fixture outside of the door and a switch convenient to the door. Each enclosed porch shall be provided with a suitable lighting fixture outside the door.
    5. If a detached garage is provided with power, it shall be provided with at least one (1) inside lighting fixture, a ground fault circuit interrupter protected outlet, and a switched lighting fixture outside the service door. If the exterior of the service door is adequately illuminated by other lighting, a lighting fixture outside of the service door is not required.
i. The electrical service must have an ampacity of not less than the load served.
j. Existing electrical services that do not comply with subsection (5)i. above shall be upgraded in accordance with the state building code or the state residential code.
k. Evidence of inadequate or unsafe wiring in an existing dwelling shall include, but is not limited to, any of the following:
    1. The use of extension cords in lieu of permanent wiring.
    2. Oversized fuses or circuit breakers.
    3. Improper extensions to the wiring system.
    4. Overloading of service or branch circuits.
    5. Misuse of electrical materials and equipment.
    6. Insufficient receptacles in a rooms or area.
    7. Lack of operable lighting as required in subsection (5)h. of this section.
l. Every non-conforming structure or use is permitted to remain or continue, provided, that:
    1. The structure or use complies with all applicable provisions of the zoning ordinance;

2. The structure has not been vacant for more than one hundred eighty (180) days;
3. Repairs to a structure do not increase the non-conformity of the structure or use; or
4. Repairs of any part of a structure or system do not alter the existing design or installation of the structure or system being repaired.

Secs. 14-83—14-100. Reserved.

DIVISION 6. MINIMUM STANDARDS FOR LIGHT AND VENTILATION

Sec. 14-101. – Minimum requirements.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

(1) *Windows.* Every habitable room and bathroom shall have at least one (1) window or skylight facing directly to the outdoors or to a court. The minimum total window area measured between stops for every habitable room shall be at least eight (8) percent of the total floor area of such room. All windows shall be fully operational and the sashes shall be capable of remaining open with approved sash control devices. This requirement is waived if the room is provided with adequate artificial lighting.

(2) *Ventilation.* Every habitable room and bathroom shall have at least one (1) window that can be easily opened and will adequately ventilate the room. The total openable window area in every habitable room shall be at least four (4) percent of the total floor area of such room. This requirement is waived if the room is provided with adequate mechanical ventilation.

(3) *Egress window.* Any room that may be used for sleeping purposes shall be supplied with an egress window in compliance with the state building code, the state residential code, or state rehabilitation code.

(4) *Light and ventilation in public halls and stairways.* Every public hall and stairway serving dwellings, excluding one- and two-family dwellings and townhouses, shall be adequately lighted at all times, and shall be provided with as much ventilation to the outer air as required by the state building code. This language shall not be construed to exempt one- and two-family dwelling units and townhouses from the requirements of the state residential code.

(5) *Storm screen units.* The owner of a dwelling shall be responsible for all storm screen units.

a. *Doors.* Every uninsulated door opening directly from any dwelling or dwelling unit to the outdoors used for ventilation purposes shall be supplied with a storm screen unit. Every insulated door shall be provided with a screen only. Every hinged screen or storm screen door in a dwelling or dwelling unit shall have a self-closing device in good working condition.

b. *Windows.* Every uninsulated window opening directly from any dwelling or dwelling unit to the outdoors that may be used for ventilation purposes shall be supplied with a storm screen unit. Every insulated window shall be provided with a screen only. Each basement or cellar window, when open for ventilation, shall be screened and every other opening to a basement which might provide an entry for rats or other vermin shall be supplied with a screen or other device as to effectively prevent their entrance.

Secs. 14-102—14-110. Reserved.

DIVISION 7. MINIMUM SPACE REQUIREMENTS

Sec. 14-111. Occupancy requirements.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit, for the purpose of living therein which does not comply with the following requirements:

(1) *Minimum room widths.* A habitable room, other than a kitchen, shall not be less than seven (7) feet in any plan dimension. Kitchens shall have a clear passageway of not less than three (3) feet between counterfronts and appliances, or counterfronts and walls.

(2) *Minimum ceiling heights.* In all existing habitable spaces, hallways, laundry areas, bathrooms, toilet rooms, and habit able basement areas shall have a clear ceiling height of not less than six (6) feet six (6) inches. Exceptions:

a. In one- and two-family dwellings, beams or girders spaced not less than four (4) feet on center and projecting not more than six (6) inches below the required ceiling height.

b. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study, or recreation purposes, having a ceiling height of not less than six (6) feet six (6) inches with not less than six (6) feet four (4) inches of clear height under beams, girders, ducts, and similar obstructions.

c. Rooms occupied exclusively for sleeping, study, or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least six (6) feet six (6) inches over not less than one-third (⅓) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five (5) feet or more shall be included.

(3) *Bedroom and living room requirements.* Every bedroom and living room shall comply with the requirements of (a) through (c) below.

a. *Room area.* Every dwelling unit shall have at least one (1) habitable room that shall have not less than one hundred twenty (120) square feet of gross floor area, and every bedroom shall have a floor area of not less than seventy (70) square feet.

b. *Access from bedrooms.* Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces. Exception: units that contain fewer than two (2) bedrooms.

c. *Water closet accessibility.* Every bedroom shall have access to at least one (1) water closet and one (1) lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one (1) water closet and lavatory located in the same story as the bedroom, or an adjacent story.

(4) *Prohibited occupancy.* Kitchens, kitchenettes, and non-habitable spaces shall not be used for sleeping purposes.

(5) *Minimum sleeping space.* In every dwelling unit, every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor space. Every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor space for each occupant.

(6) *Fire separation walls.* In two-family and multiple-family residential structures, and mixed-use structures, each dwelling unit shall be completely separated from the adjacent dwelling unit by fire separation walls and floor/ceiling assemblies in accordance with the state building code, the state residential code or state rehabilitation code. In mixed-use occupancies, the fire separation rating between residential and non-residential uses shall be in accordance with the state building or rehabilitation code. Attached garages in all dwellings shall be completely separated from the adjacent dwelling by fire separation walls and floor/ceiling assemblies in accordance with the state building code or the state residential code.

(7) *Lodgers prohibited.* The chief building official may prescribe conditions under which lodgers or boarders may be permitted in dwellings. It shall be the duty of the owner to see that the requirements of the chief building official are complied with at all times. A failure to so comply on the part of any occupant, after due and proper notice from the owner shall be deemed sufficient cause for the summary eviction of such occupant and the cancellation of his or her lease. A failure to so comply on the part of

any occupant after due and proper notice from the chief building official shall be deemed sufficient cause to order the property vacated. The provisions of this section may be extended to owner-occupied dwellings, as may be found necessary by the chief building official.

(8) *Thermal environment.* Every nonhabitable attic space shall be insulated with an NFPA rated insulation material to a minimum value of R-13 or above so as to provide minimum thermal protection.

Secs. 14-112—14-120. – Reserved.

ARTICLE III. – HOUSING COMMISSION

Sec. 14-121. Continuation.

The Jackson Housing Commission heretofore created pursuant to Act No. 18 of the Public Acts of Michigan of 1933, (Ex. Sess.), as amended, (MCL 125.651 et seq.), is hereby continued.

Sec. 14-122. Membership.

The members of the housing commission shall be appointed in conformity with a resolution adopted by the city council in accordance with Section 4 of Michigan Public Act 18 of 1933 (Ex. Session) as amended, (MCL 125.654).

Sec. 14-123. Powers and duties.

Except as provided herein, or as otherwise may be established by the city council, the housing commission shall have all the powers and duties vested in housing commissions by Act No. 18 of the Public Acts of Michigan of 1933, as amended, (Extra Session), as amended, (MCL 125.651 et seq.), and any laws which are supplemental thereof.

Sec. 14-124. Employees.

The housing commission shall select and appoint such employees as it shall deem necessary for the proper exercise of its powers, functions and duties.

Sec. 14-125. Compensation.

The city council, upon the recommendation of the mayor, shall establish and approve the compensation of all officers and employees of the Jackson Housing Commission.

Secs. 14-126—14-130. Reserved.

ARTICLE IV. – FAIR HOUSING

Sec. 14-131. Definitions.

(a) The terms used to classify groups protected by the provisions of this article shall have the same meaning as used in Act No. 453 of the Public Acts of Michigan of 1976 (MCL 37.2101 et seq.), as amended (Elliot-Larsen Civil Rights Act).

(b) The term "source of income" means only lawful sources from which income is derived. When used in this article this term shall not be deemed to preclude a good faith business decision by an owner, lessee or

sublessee of real property that an individual be denied access to housing due to his inability to meet the financial burdens attendant to the purchase, lease or sublease of such housing accommodation.

(c) The term "respondent" means the person alleged to have violated this article. It shall refer also to the person authorized to answer the complaint if that person is not the alleged violator.

Sec. 14-132. Discrimination in sale, lease or rental prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property, or any agent or representative thereof, to refuse to sell, exchange, rent or lease any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-133. Discrimination in lending prohibited.

It shall be unlawful for any person to discriminate in the lending of money, guaranteeing of loans, accepting of mortgages or otherwise making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-134. Discrimination by real estate broker or employee prohibited.

It shall be unlawful for any real estate broker, or employee of a real estate broker, to refuse to accept offers to purchase, offers to lease or any other proposed agreements with reference to the sale, exchange or lease of real property because of an individual's religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-135. Discrimination in terms and privileges prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property or any other person concerned with a real estate transaction to discriminate against an individual involved in such transaction because of that individual's religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-136. Publication indicating certain preferences prohibited.

It shall be unlawful for any person to publish, circulate, issue, display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement or sign relating to the sale, rental or lease of real property within the city indicating exclusion of or preference for any person or group of persons based upon religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

Sec. 14-137. False or substantially misleading statements prohibited.

It shall be unlawful for any person to knowingly or intentionally present a false or substantially misleading statement to authorities charged with enforcement of this article, or to sign a complaint for violation of this article, knowing that it is based upon false or substantially misleading information.

Sec. 14-138. Exclusions.

This article shall not apply to the:

(1) Rental of a housing accommodation in a building which contains housing accommodations for not more than two (2) families living independently of each other, if the owner or lessor or a member of his family resides in one (1) of the housing accommodations.
(2) Rental of a room in a single-family dwelling by the owner of lessor if he or a member of his family resides therein.
(3) Rental of a housing accommodation for a period of time not to exceed twelve (12) months by the owner or lessor where it was occupied and maintained as his home for at least three (3) months immediately prior to occupancy by the tenant and is temporarily vacated while being maintained as a legal residence.
(4) Restriction by a religious organization or institution of facilities for housing or accommodation, to persons of the denomination involved.
(5) Limitation of occupancy in a federally funded housing project or to the provision of federally funded public accommodations, assistance, or services to persons of low income, over fifty (50) years of age, or who are handicapped.
(6) Limitation by an educational institution of the use of its facilities to those affiliated with such institution.
(7) Practice by the owner of an owner-occupied one- or two-family dwelling, housing accommodations, or public accommodation devoted entirely to the housing and accommodation of individuals of one (1) sex, to restrict occupancy and use of the facility on the basis of an individual's sex.

Sec. 14-139. Rules.

The city attorney is hereby authorized to promulgate any rules and forms deemed necessary to implement the provisions of this article.

Sec. 14-140. Penalties.

Any person violating any of the provisions of this article may, upon conviction thereof, be sentenced to pay a fine of not more than five hundred dollars ($500.00) or be imprisoned for not more than ninety (90) days or both.

Secs. 14-141—14-150. Reserved.

ARTICLE V. – NON-RESIDENTIAL BUILDINGS

DIVISION 1. – IN GENERAL

Sec. 14-151. Findings and determination of necessity.

The city council finds that there are many non-residential buildings in the city which are poorly maintained or neglected by their owners. These buildings adversely affect citizens who own or occupy nearby buildings and dwellings by lowering property values and rental values. Many of these poorly maintained and neglected buildings have become so dilapidated that occupancy is no longer economically feasible. This increases the incidence of vandalism and fire. The city council finds that the elimination and prevention of these conditions is necessary and is in the best interest of the city and its citizens.

Sec. 14-152. Purpose.

The purpose of this article is to maintain, preserve and improve the stock of non-residential buildings in the city. To accomplish this, this article sets out minimum standards for the exterior maintenance of all non-residential buildings. In carrying out this purpose, it is the intention of the city council to exercise its full powers to protect the public health, safety and welfare, whether the powers so exercised are derived from the Constitution, state law or the city Charter.

Sec. 14-153. Interpretations.

All words and terms used in this article shall be given their common and normal meaning unless defined hereinafter. The words and terms defined hereinafter shall be given the meaning indicated in the interpretation and enforcement of this article. All other words and provisions of this article shall be interpreted so as to eliminate or prevent the conditions set out in findings and determinations of necessity.

Sec. 14-154. General term usage.

Unless the context clearly indicates otherwise, when words are used in this article, the following rules of construction shall apply:

(1) The singular includes and shall apply to the plural, and the plural applies to and includes the singular.
(2) The masculine gender shall include the feminine and neuter, and feminine and neuter shall include the masculine.
(3) Where the text uses the negative of a defined word, the negative of the definition shall be applied.
(4) The definition of a verb or a noun shall be used in an appropriate fashion where the adverbial or adjectival form of the word is used.

Sec. 14-155. Definitions.

The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Basic structural elements means the parts of a building which provide the principal strength, stability, integrity, shape and safety of the building, including, but not limited to plates, studs, joists, rafters, stringers, stairs, sub-flooring, flooring, sheathing, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry and all other essential components.

Building means any structure upon a property, presently or formerly used or intended to be used in whole or in part for the purpose of commerce, trade, manufacture, business, government, worship, education, office, medical, storage or other non-residential purpose.

City means the municipal corporation that is the City of Jackson and includes all authorized agents of the City of Jackson, when acting within the scope of their authority.

Court means a court of competent jurisdiction.

Deteriorate means to decay, decompose or degenerate.

Deterioration or *deteriorated* means the fact or process of decay or degeneration which has progressed to the point where it has resulted in or will soon result in making an object or mechanism unsafe, unsanitary, inoperable, unusable or unsuitable for its intended use, including, but not limited to the advanced stage of rot, rust, mold, vermin ingestion, infestation or destruction.

Emergency means a condition of imminent danger calling for immediate action in order to avoid death, injury or illness to a human or the destruction or severe damaging of real or personal property.

Garbage means any spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition, including trash to which such material has adhered. This definition is not meant to preclude the composting of yard waste in an appropriate container as approved by the chief building official.

Good repair means to be properly installed, stable and maintained sufficiently free of defects or deterioration so as to be functional for its present use and to be safe and sanitary.

Good workmanship means executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing as close to identical material as possible, and finished to a completed state. Alternative methods and materials must be approved by the chief building official or his or her designee.

Non-residential means any structure or portion of a structure occupied or intended to be occupied, in whole or in part, for a use other than a dwelling, home, residing place, living space or sleeping space for one (1) or more human beings, either permanently or transiently.

Owner or *ownership* means any person holding legal or equitable title to a property or to real improvements upon a property, solely, jointly, by the entireties, in common, or as land contract vendee. Owner shall also mean any person who in fact has been empowered to act on behalf of, or as the agent of the owner. Owner shall also mean a person who has or exercises care, custody, dominion or control over any property. Owner shall not include any person who is a tenant.

Person means a human individual, as an association of individuals, a public, private or not-for-profit corporation, a firm or partnership.

Premises means property.

Property means any lot or parcel of land inclusive of any building or improvements located thereon.

Regular mail means that class of mail designed by the U.S. Postal Service as "first class" mail. Regular mail shall also include post cards and postal cards.

Responsible person means an owner or a person or persons designated in this article as being responsible for meeting the standards of this article.

Sanitary means free of grease, excrement, dirt, food residue, garbage, rust or similar matter which can harbor bacteria unsafe to humans or animals, or which produces strong odors or which provides for, or is an available source of food for, animals or insects.

Structure means anything constructed or placed upon a property which is supported by the ground or which is supported by any other structure, except a currently licensed vehicle.

Trash means waste materials and items which are not in good repair or are discarded and which are of little or no value, including, but not limited to plaster, paper, wrappings, plant cuttings, household furnishings, building materials, packing and clothing, appliances, equipment, machinery or parts thereof.

Unsafe means a condition which is reasonably likely to do harm to humans or property if not corrected or stopped.

Vermin means rodents, birds and insects which are destructive of real or personal property or injurious to health.

Sec. 14-156. Applicability.

The provisions of this article shall apply to any person owning, occupying, managing or controlling any non-residential building in the city as identified by this article.

Secs. 14-157—14-200. Reserved.

DIVISION 2. – PROPERTY MAINTENANCE STANDARDS

Sec. 14-201. Property maintenance required.

All buildings, regulated by this article, whether occupied or unoccupied and all property on which the buildings are located shall meet or exceed the standards ~~of this article~~ set forth in the International Property Maintenance Code as referenced in section 14-27, section 14-61, and section 14-62.

~~**Sec. 14-202. Structural integrity.**~~

~~Basic structural elements, foundations, foundation walls and supporting columns shall be in good repair.~~

~~**Sec. 14-203. Exterior surfaces.**~~

~~All exterior finish surfaces shall be weatherproof and in good repair and shall not have any holes, cracks or deterioration which allow water or vermin to reach any basic structural element or to enter the interior of any building.~~

~~**Sec. 14-204. Protection of exterior surfaces.**~~

~~All exterior surfaces of a building or structure made of iron, wood, steel, masonry or other materials which may deteriorate from exposure to weather shall be protected from the weather by a properly applied weather-resistant paint, stain or other waterproof finish. Primers shall be properly covered with a water-resistant finish coating.~~

~~**Sec. 14-205. Exterior windows and doors.**~~

~~All exterior windows and doors shall be weatherproof and in good repair, or shall be secured against weather by boarding. If required, the boarding shall be one-half (½) inch CDX plywood cut to fit the window or door casing, painted to match the exterior, and secured with a minimum of one and one-quarter (1.25) inch galvanized screws located at the corners and spaced every seven (7) inches around the perimeter of the boarding.~~

~~**Sec. 14-206. Exterior attachments.**~~

~~Exterior attachments to basic structural elements, including but not limited to gutters, downspouts, screening, vents, antennae, tanks, awnings, canopies, marquees, signs, lighting fixtures, handrails, guardrails and utility connections shall be in good repair, and shall comply with all other provisions of this Code.~~

~~**Sec. 14-207. Accessory improvements.**~~

~~All accessory improvements located on a property, including but not limited to walkways, driveways, parking areas, storm drains, parking bumpers, steps, handrails, guardrails, signs, lighting fixtures, poles, fences, walls, tanks and antennae shall be in good repair and shall comply with all other provisions of this Code.~~

~~Sec. 14-208. Outdoor storage.~~

~~Outdoor storage of materials of value shall not be permitted to be located between the street and the building and not closer than three (3) feet to any side or rear lot line. Materials of value shall be stored in a safe and sanitary manner, shall not be scattered about and shall not have openings nor be stacked in a manner which may provide harborage for vermin.~~

~~Sec. 14-209. Trees and shrubs.~~

~~No tree or shrub shall be allowed to damage a building or block safe vision or access to a sidewalk, drive or street. No dead tree shall be permitted on any property regulated by this article.~~

~~Sec. 14-210. Health and sanitation.~~

~~All exterior areas shall be sanitary and free of trash and garbage.~~

Sec. 14-202~~11~~. Tenant responsibility for maintenance.

A tenant shall be responsible for maintaining the health, sanitation and storage standards of this division on that portion of the premises controlled exclusively by the tenant.

Sec. 14-203~~12~~. Owner responsibility for maintenance.

The owner of a building shall be responsible for complying with the maintenance standards set forth in this article.

Sec. 14-204~~13~~. Good workmanship.

Additions, replacements, repairs or changes made to buildings, accessory buildings, appurtenances or facilities regulated by this article shall be made with good workmanship.

Sec. 14-205~~14~~. Exterior security lighting.

An exterior light fixture in good repair shall be provided adjacent to each entryway and exit located at the side or rear of a building having electrical service. Such light fixture shall illuminate between dusk to dawn daily.

Sec. 14-206~~15~~. Street address visible.

Street addresses shall be provided for any building regulated by this article so as to identify the building from an adjacent public street or alleyway and in accordance with this Code.

Sec. 14-207~~16~~. Vacant building identification.

An identification sign in good repair and visible from the street, measuring at least 8.5 inches by 11 inches, shall be affixed to a vacant unoccupied building regulated by this article. Such sign shall provide the name and phone number of the property owner or other responsible person to be contacted regarding maintenance or an emergency.

Secs. 14-208~~217~~—14-300. – Reserved.

DIVISION 3. – ENFORCEMENT PROCEDURES

Sec. 14-301. Inspections authorized.
The standards of this article shall be applied to all non-residential buildings including, but not limited to, primary structures, accessory structures, yards, unsafe buildings, and buildings with advanced deterioration.

Sec. 14-302. Applicability.
The provisions of this article shall apply to all non-residential buildings and properties located within the city.

Sec. 14-303. Enforcement process.
In enforcement of the standards of this article, the city shall utilize the methods and procedures established in sections 14-41, et seq. of this chapter, and all rules, regulations, policies and procedures adopted pursuant thereto.

Sec. 14-304. Fees.
Inspection fees shall be adopted by resolution of the city council and collected pursuant to section 14-43 of this chapter. All revenues raised shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred to the general operating fund for any purpose.

Sec. 14-305. Inspection entry authorized.
When an emergency is believed to exist within a building or accessory building, the city shall have the right to enter immediately and at any time without a warrant or without requesting permission. Entry must be for the sole purpose of determining that an emergency exists or to abate an emergency condition known to exist.

Sec. 14-306. Change in ownership.
The prohibitions of section 14-45.1 of this Code shall be applicable to owners or responsible persons of properties regulated by this article.

Sec. 14-307. Removal of posted sign or notices.
It shall be a violation of this article to remove, damage, deface, interfere with, move or conceal any notice or sign posted in accordance with the provision of this article without first obtaining written permission of the chief building official.

Sec. 14-308. Penalties.
A violation of any provision of this article is a blight violation subject to the penalties provided in chapter 2.5 of this Code. Each day of violation of a provision of this article relating to the physical condition of any nonresidential building is a separate violation.

Sec. 14-309. Procedure for filing an appeal.

Any person wishing to make an appeal must fill out an appeal form setting forth the order of ruling being appealed. The appellant must file the form with the department of neighborhood and economic operations. The city will send a notice to the appellant regarding the date the appeal will be heard by the building code board of examiners and appeals. Notice of the hearing date will be by regular mail sent to the address stated on the appeal. The standards, procedures and criteria promulgated in section 14-51 of this chapter shall be applicable to appeals heard pursuant to this article.

Sec. 14-310. Appeal fee.

An appeal fee established by city council resolution shall be submitted with any appeal filed pursuant to this article.

Sec. 14-311. Conflict with existing ordinances.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec. 14-312. Savings provision.

The invalidity of any section, clause, or provision in this article shall not affect the validity of any other part of this article which may be given effect without reliance upon any such invalid part or parts.

Secs. 14-313—14-399. Reserved.

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.

ARTICLE VII. – RELOCATION ASSISTANCE FOR DISPLACED TENANTS

Sec. 14-500. Title.

This article shall be known as the "Relocation Assistance for Displaced Tenants Ordinance."

Sec. 14-501. Findings and purpose.

The city council finds that tenants who are required to vacate structures rented for residential purposes due to a notice to vacate issued pursuant to chapter 14, article II, division 2, often encounter difficulty in finding suitable or affordable, temporary or replacement housing due to the short notice necessitated by the notice to vacate. Such difficulties create a financial hardship for said tenants and may result in homelessness. The city council also finds that those property owners who do not properly maintain non-owner occupied residential properties and who allow said dwellings to become unsafe or hazardous should bear responsibility for the hardships their actions create for their tenants. Additionally, the city will often spend time and resources assisting tenants displaced by a notice to vacate. These costs and expenses are not reimbursed by the property owner. Therefore, the city council finds and declares it necessary to enact this chapter to protect the public health, safety and welfare and to permit the city to seek reimbursement for the costs and expenses incurred. Nothing herein shall limit or preclude other remedies available to tenants under Michigan law.

Sec. 14-502. Definitions.

Unless the context indicates otherwise, the following words used in this article shall have these meanings:

Landlord means an owner, lessor or sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, or the agent, representative, predecessor or successor of any of the foregoing.

Lease means an agreement, whether oral or written, or implied, between a landlord and a tenant for use or occupancy of a rental unit and for housing services.

Property means all rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

Relocation assistance means a relocation payment and the right of first refusal to reoccupy a residential structure.

Relocation payment means:

(1) The payment of one (1) month's fair market value rent for a unit of comparable size, as established by the most current Federal Department of Housing and Urban Development schedule of fair market rents, or one (1) month of the tenant's actual rent at the time of relocation, or total rent due for one month to the landlord under Section 8 of the Housing Act of 1937, whichever is greater, for a maximum of three (3) months' rent payments, paid in monthly installments as is necessary, or other arrangements of equal benefit which are agreeable to the tenant as evidenced by a written agreement between the tenant and the property owner. Such agreement shall at a minimum contain each of the following components:
   (a) The names of the current occupants of the rental unit being vacated, and an indication of who is considered the head of the household therein;
   (b) The address and the number of the unit from which the tenant is being displaced;
   (c) A statement indicating the amount of relocation payment to which the tenant is entitled, according to the most current Federal Department of Housing and Urban Development schedule of fair market rent for the size of the subject unit;
   (d) A statement that the tenant has waived the right to such relocation payment, and describing what, if any, alternative arrangements of equal benefit the landlord has agreed to provide the tenant, which is acceptable to the tenant in lieu of relocation payment; and
   (e) The address, if known, of the location to which the tenant plans to move.

(2) A relocation payment shall be a separate requirement and obligation in addition to the refund of any security deposit pursuant to Michigan law.

(3) The relocation payment must include the actual costs associated with the tenant's moving expenses, in an amount not to exceed one thousand dollars ($1,000.00).
(4) A relocation payment shall also include an additional amount consisting of any administrative costs incurred by the city including but not limited to, the hourly rate of any city employees that took any action in connection with assisting a tenant under this article, any inspection fees incurred pursuant to section 14-43 for the property plus the costs incurred by the city related to the issuance of the notice to vacate of the rental unit.

Rental unit means any building, structure or part thereof, and land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes together with all housing services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the tenant.

Right of first refusal means the right of a tenant to reoccupy a residential structure on the site formerly occupied by said tenant, once the residential structure is repaired and becomes habitable, or once housing is redeveloped on the site.

Tenant means a tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a lease to the use or occupancy of any rental unit.

Sec. 14-503. Relocation assistance requirements.

(1) *Relocation payment due.* A landlord of a rental unit rented pursuant to a lease shall provide to the tenant a relocation payment as defined in section 14-502 as follows unless one (1) of the exceptions described in section 15-504 applies: within one (1) week of the notice to vacate or prior to the time the tenant vacates the unit, whichever occurs first, for any order requiring a tenant to vacate any rental unit due to unsafe or hazardous living conditions or due to illegal use of the structure as a residence.
(2) *Proof of compliance.* In order to provide proof of compliance by the landlord with the relocation payment requirements of this Code, the landlord shall make the payment to the city, at the department of neighborhood and economic operations; or a copy of the written agreement executed by the landlord and the tenant providing for and describing alternative arrangements shall be provided to the chief building official and the director of the department of neighborhood and economic operations within five (5) days of the date that the unit is vacated by the tenant. The landlord may make the rental payment directly to the owner of the alternative rental unit but must provide proof of such payment to the director of the department of neighborhood and economic operations.
(3) *Action by the city.* The city will make reasonable efforts to locate suitable alternative rental unit of the same or similar type, size, and location as to the vacated rental unit whether or not the landlord has provided the relocation payment, and which is acceptable to the tenant. The alternative rental unit shall be in a condition acceptable to the chief building official and satisfy the minimum room requirements contained in Section R304 of the Michigan Residential Code. Upon the request of the city, the landlord is required to provide the following information: the address of each rental unit being displaced, the number of bedrooms and bathrooms of each unit, the names of the tenant(s) and the other members occupying the rental unit and the amount of the monthly payments due under the lease and the length of the rental term. The city will locate temporary housing and pay the first five (5) days' worth of rental for a suitable alternative rental unit and such payment shall be reimbursed by the landlord within ten (10) days after issuance of an invoice by the city to the landlord. After the first five (5) days after the vacating of the unit, the landlord shall be responsible for locating a suitable alternative rental unit of the same or similar type, size and location as the vacated unit.
(4) *Right of first refusal.* Any tenant evicted or required to vacate any rental unit pursuant to the provisions of this chapter shall be given the right of first refusal to reoccupy a rental unit on the site once said property becomes habitable, or once housing is redeveloped on the site.
    (a) The landlord shall, at the time the tenant vacates, provide written notice advising the tenant of the right of first refusal. Said notice shall include a current address and telephone number which can be used by the tenant to contact the owner.
    (b) It shall be the tenant's responsibility to provide the landlord with contact information consisting of the tenant's current address and/or telephone number to be used for future notification, and to provide updated contact information to the owner upon change of said information.

(c) Thereafter, when the rental unit, or a redeveloped structure on the property, becomes habitable, the landlord shall give written notice to the tenant advising said tenant that the structure is ready for occupancy. Said written notice shall be made by certified mail, return receipt requested. Proof of compliance under this subsection must be provided by the landlord to the director of neighborhood and economics operations.

(d) If the landlord cannot locate a previous tenant after two (2) attempts over a period of two (2) weeks, the landlord shall be deemed to have complied with the right of first refusal provision of this chapter, and the tenant's right of first refusal shall thereafter be forfeited. The landlord must provide notice to the neighborhood and economics operations in the event that it is the landlord's determination that the tenant's right of first refusal has been forfeited.

Sec. 14-504. Exceptions.

(1) Any tenant evicted or required to vacate as a result of unsafe or hazardous living conditions or illegal use, who refused to vacate after the provision of the relocation payment is made, or who the chief building official has determined has caused or substantially contributed to the condition(s) giving rise to the abatement or whose guest or invitee has caused or substantially contributed to the condition(s) giving rise to the abatement, shall not be entitled to receive relocation assistance from the landlord.

(2) Landlords are not required to provide relocation assistance to any tenant evicted or required to vacate a rental unit that becomes unsafe or hazardous as a result of a natural disaster, fire, flood, or civil disturbance.

(3) The chief building official or his or her designee may make a determination as to whether any of the exceptions provided in subsections (1) or (2) are applicable and the director of neighborhood and economic operations may waive the landlord's obligations as to the specific tenant only for good cause shown.

(4) If the landlord has already provided a suitable alternative rental unit of the same or similar type, size, and location as to the vacated rental unit to the tenant, and such replacement unit was accepted by the tenant as evidenced by a written agreement described in this article, and the landlord has agreed to pay the actual costs associated with the tenant's moving expenses, in an amount not to exceed one thousand dollars ($1,000.00), the relocation payment shall no longer be required.

(5) Landlords are not required to provide relocation assistance to any tenant who has been served with an order of eviction requiring the tenant to move from the rental unit.

(6) Landlords are not required to provide relocation assistance to a tenant if the tenant and the landlord have entered into a consent judgment filed with the Court requiring the tenant to move from the rental unit.

Sec. 14-505. No waiver permitted.

No landlord shall attempt to secure from a tenant any waiver of any provision of this article. Any agreement, whether written or oral, whereby any provision of this article is waived, is against public policy and is void. No person shall intentionally secure a waiver of any of the provisions, rights or benefits of this ordinance from a tenant by false pretenses or fraud. A violation of this section shall be punishable against the landlord as a misdemeanor.

Sec. 14-506. Violation and penalty.

Any violation of this article, other than section 14-505, is subject to the remedies and penalties provided in chapter 2.5 of this Code and an administrative civil penalty of up to one thousand dollars ($1,000.00) per day may be assessed for each day during which a landlord fails to provide relocation assistance required by section 14-503 following issuance of a written order or notice of violation by the city, in addition to the hourly rate of any city employees that took any action in connection with the property under this article, plus the city's reasonable attorney's fees and court costs Nothing herein shall limit the right of a tenant to enforce the obligations provided herein by civil action or by any other legal remedy which may be available to said tenant.

Sec. 14-507. 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. 14-508—14-599. Reserved.

ARTICLE VIII. – FAIR CHANCE HOUSING ORDINANCE

Sec. 14-600. Title.

This article shall be known as the "Fair Chance Housing Ordinance."

Sec. 14-601. Purpose.

The purpose of this article is to enhance the health, safety and general welfare of the public by ensuring citizens with arrest and conviction records have a fair opportunity to secure housing by regulating the use of criminal background checks as part of the tenant screening process, thereby facilitating re-integration into society, reducing recidivism and its associated criminal justice and societal costs. Barriers to opportunities for people with arrest or conviction records increase recidivism and jeopardize the safety of the public, disrupt the financial and overall stability of affected families and communities, and impede the city from achieving its maximum potential of economic growth.

This article does not intend, and shall not be construed, to require a housing provider to give preference to anyone or to rent to an unqualified tenant with an arrest or conviction record. Moreover, this article shall not be construed to limit a housing provider's ability to choose the most qualified and appropriate candidate from applicants for housing.

This article does not intend, and shall not be construed, to create or impose a duty or create a private cause of action against the city, its elected officials, appointees, officers, agents, or employees.

Sec. 14-602. Definitions.

The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administering agency means the City of Jackson Human Relations Commission.

Adverse action means to evict an individual, fail or refuse to rent or lease real property to an individual, or fail or refuse to continue to rent or lease real property to an individual, or fail to refuse to add a household member to an existing lease, or to reduce any tenant subsidy. The adverse action must relate to real property located in the City of Jackson.

Applicant means an individual applying to rent or lease eligible housing. It also includes an individual applying to be added to an existing lease for eligible housing.

Arrest means a record from any jurisdiction that does not result in a conviction and includes information indicating that a person has been questioned, apprehended, taken into custody or detained, or held for investigation by law enforcement, police, or prosecutorial agency or charged with, indicted, or tried and acquitted for any felony, misdemeanor, or other criminal offense. Arrest is a term that is separate and distinct from, and that does not include, unresolved arrest.

Background check report means any criminal history report, including but not limited to those produced by the Michigan State Police, the Federal Bureau of Investigation, other law enforcement or police agencies, courts or by any consumer reporting, or tenant screening, agency or business.

Conviction means a record from any jurisdiction that includes information indicating that a person has been convicted of a felony or misdemeanor, provided that the conviction is one for which the person has been placed on probation, fined, imprisoned, or paroled. Those matters identified in section 14-605 about which a housing provider may not inquire and as to which they may not base an adverse action, are not considered convictions for purposes of this article.

Conviction history means information regarding one (1) or more convictions or unresolved arrests, transmitted orally or in writing or by any other means, and obtained from any source, including but not limited to the individual to whom the information pertains or a background check report.

Directly-related conviction means that the conduct for which the person was convicted or that is the subject of an unresolved arrest that has a direct and specific negative bearing on the health, safety, or right to peaceful enjoyment of the premises by persons and includes one (1) or more of the offenses listed in section 14-606.

Eligible housing means any property in the City of Jackson available for rent or lease where a single structure contains more than four (4) units, excluding housing accommodations as enumerated in article IV, section 14-138.

Enforcing agency means the city attorney's office.

Evidence of rehabilitation or *other mitigating factors* means, but shall not be limited to, a person's satisfactory compliance with all terms and conditions of parole or probation (however, inability to pay fines, fees, and restitution due to indigence shall not be considered noncompliance with terms and conditions of parole or probation or both); employer recommendations, especially concerning a person's post-conviction employment; educational attainment or vocational or professional training since the conviction, including training received while incarcerated; completion or active participation in rehabilitative treatment, e.g., alcohol or drug treatment; letters of recommendation from community organizations, counselors or case managers, teachers, community leaders or probation or parole officers who have observed the applicant since his or her conviction(s); and the age of the person at the time of the conviction. Successful completion of parole, probation, mandatory supervision, or post-release community supervision shall create a presumption of rehabilitation. Examples of mitigating factors that are offered voluntarily by the person may include, but are not limited to, explanation of the precedent coercive conditions, intimate physical or emotional abuse, or untreated substance abuse or mental illness that contributed to the conviction.

Housing provider means any entity that owns, master leases, manages or rents eligible housing in the City of Jackson, including any agent making tenancy decisions on behalf of the aforementioned entities.

Inquire means any direct or indirect conduct intended to gather information from or about an applicant, potential applicant or candidate, using any mode of communication, including but not limited to application forms, interviews, and background check reports.

Person means any individual, partnership, firm, company, corporation, association, sole proprietorship, limited liability company, joint venture, estate, trust, or any other legal entity.

Unresolved arrest means an arrest that is undergoing an active pending criminal investigation or trial that has not yet been resolved. An arrest has been resolved if the arrestee was released and no accusatory pleading has been filed charging him or her with an offense, or if the charges have been dismissed or discharged by the prosecuting attorney or the court.

Sec. 14-603. Applicability; eligible housing.

This article shall apply to all housing providers with eligible housing as defined in this article available for rent or lease in the City of Jackson.

Sec. 14-604. Inquiry into conviction history limited to otherwise qualified applicants.

(a) A housing provider shall not inquire about an applicant's conviction history or require applicants to disclose conviction history as part of the tenant screening process until the housing provider has first:
  (1) Determined that the applicant is otherwise qualified to rent the housing unit under the housing provider's criteria other than potential past conviction history or unresolved arrests; and
  (2) Provided to the applicant a conditional lease agreement that commits the unit to the applicant as long as the applicant passes the conviction history review.

(b) A housing provider shall not include questions regarding or require applicants to disclose on any housing application the facts or details of any conviction history or any matter identified in section 14-605 of this article.

(c) It is the responsibility of a housing provider to ensure that its employees and agents comply with this article.

Sec. 14-605. Prohibited bases for adverse action.

A housing provider shall not base an adverse action in whole or in part on the following:

(a) An unresolved arrest or an arrest not leading to a conviction;

(b) Participation in or completion of a diversion or a deferral of judgment program;

(c) A conviction that has been judicially dismissed, expunged, voided, invalidated or otherwise rendered inoperative by a court of law or by executive pardon.

(d) A conviction or any other determination or adjudication in the juvenile justice system, or information regarding a matter considered in or processed through the juvenile justice system;

(e) A misdemeanor conviction that is more than five (5) years old, measured from the date of sentencing; or

(f) Information pertaining to an offense or violation other than a felony or misdemeanor, such as a civil infraction.

Sec. 14-606. Permissible bases for adverse action.

(a) This article does not limit the right of a housing provider to take any of the following actions:
  (1) Conduct conviction history or obtain background check reports on applications where there is a statutory duty to do so; or
  (2) Notify applicants that applicable laws, including those set forth in subsection (b) of this section will disqualify an individual with a particular conviction history from eligibility for tenancy

(b) Regarding applications and their household members, a housing provider may base an adverse action in whole or in part on directly-related convictions that have a direct and specific negative bearing on the safety of persons or real property, given the nature of the housing, and includes one (1) or more of the following:
  (1) Any conviction where state or federal law prohibits the applicant from being eligible for public housing; or
  (2) Any conviction that leads to the applicant becoming a lifetime registered sex offender; or
  (3) Any conviction for violent felonies; or
  (4) Any conviction for crimes against landlords, management agents, or other tenants or real property; or
  (5) Any conviction or plea to any crime involving arson; or
  (6) Any conviction or plea to any crime involving metal theft, vandalizing, or otherwise damaging real property; or
  (7) Any convictions for drug-related felonies within the last five (5) years.

Sec. 14-607. Procedures for use of evidence of rehabilitation or other mitigation factors in housing decisions; requirement for individualized assessment.

(a) Consistent with the procedures in this section and subject to state and federal law, a housing provider shall offer the applicant a reasonable opportunity to present evidence of rehabilitation or other mitigating factors related to convictions within the previous five (5) years.

(b) In reviewing an applicant's criminal history and making a decision related to eligible housing based on such history, a housing provider shall conduct an individualized assessment, considering only:
  a. Convictions that warrant denial based on local, state, or federal law; and
  b. Time that has elapsed since the conviction; and

c. Whether it is a directly-impacted conviction that has direct and specific negative bearing on the safety of persons or real property; and
d. Any evidence of inaccuracy or evidence of rehabilitation or other mitigating factors presented by the applicant.

(c) If a housing provider intends to base an adverse action related to eligible housing on an item or items in the applicant's conviction history, prior to taking any adverse action the housing provider shall provide the applicant with a copy of the background check report, and shall notify the applicant of the prospective adverse action and the items forming the basis for the prospective adverse action.

(d) If, within seven (7) calendar days of the date that the notice described in subsection (c) of this section is provided by the housing provider to the applicant, the applicant gives the housing provider notice in writing of evidence of the inaccuracy of the item or items of conviction history or evidence of rehabilitation or other mitigating factors set forth in this section, the housing provider shall delay any adverse action for a reasonable period of not less than five (5) calendar days after receipt of the information. During that time, the housing provider shall reconsider the prospective adverse action in light of the information provided by the applicant or potential applicant.

(e) The housing provider shall promptly notify the applicant of any final adverse action based upon their conviction history or contents of the criminal background check.

Sec. 14-608. Prohibition on communications banning applicants with arrest or conviction records.

It shall be unlawful for any housing provider to engage in any communication, including the production or dissemination of advertisements, related to eligible housing that expresses directly or indirectly, that any person with an arrest or conviction record will not be considered for the rental or lease of real property or may not apply for the rental or lease of real property, except as required by local, state, or federal law. For the purposes of this section, engaging in a communication includes, but is not limited to, making a verbal statement or producing or disseminating any solicitation, advertising or signage.

Sec. 14-609. Notice and posting requirements.

(a) A housing provider shall ensure that all solicitations or advertisements for the rental or lease of eligible housing, or those made on their behalf, are consistent with the provisions of this Article.

(b) The administering agency shall publish and make available to housing providers, in all languages spoken by more than five (5) percent of the city population, a notice suitable for posting that informs applicants for eligible housing of their rights within this Article. This notice shall be updated on or before December 1st of any year in which there is a change in the languages spoken by more than five (5) percent of the city population.

(c) In addition to the requirements for solicitations or advertisements in subsection (a) of this section, housing providers shall post a notice prominently on their website and at any location under their control that is frequently visited by applicants or potential applicants for the rental or lease of eligible housing in the city. This notice shall also be available to applicants in hard copy and provided with an application. The notice requirements in this section shall contain the following additional information which may be summarized by the housing provider or available from the administering agency pursuant to section 14-615(a)(1):
   (1) A description of those matters identified in section 14-605 that may not be considered by the housing provider;
   (2) A description of the restrictions and requirements that section 14-605 imposes on housing providers when inquiring about conviction history in connection with an application for the rental or lease of eligible housing in the city;
   (3) The circumstances and timeline under which the applicant or potential applicant has a right to provide evidence of rehabilitation and other mitigating factors as provided in section 14-607; and
   (4) The telephone number, email address, and mailing address of the administering agency that the applicant or potential applicant may use to make a report if he or she believes that the housing provider has violated this article in their interactions with the applicant or potential applicant.

Sec. 14-610. Housing provider records.

(a) Unless prohibited by federal or state law, a housing provider shall maintain and retain records of tenant application forms, and other pertinent data and records required under this article, for a minimum of one (1) year from the date of application, and shall allow the administering or enforcing agencies access to such records, with appropriate notice and at a mutually agreeable time, to monitor or verify compliance with the requirements of this article.

(b) At no time shall the administering or enforcing agencies require a housing provider to provide any information or documents the disclosure of which would violate local, state, or federal law.

(c) Where a housing provider does not maintain or provide adequate records documenting compliance with this article or does not allow reasonable access to such records, the city manager shall have the authority to provide any nonfinancial city records necessary to fulfill the administering or enforcing agencies responsibilities under this article subject to confidentiality provisions of this article and all applicable laws.

Sec. 14-611. Exercise of rights protected; retaliation prohibited.

(a) It shall be unlawful for a housing provider or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this article.

(b) It shall be unlawful for a housing provider to interrupt, terminate, or fail to refuse or initiate or conduct a transaction involving the rental or lease of eligible housing, including falsely representing that such property is not available for rental or lease, or otherwise take adverse action against a person in retaliation for exercising rights protected under this article. Such rights include but are not limited to:

(1) The right to file a complaint or inform any person about a housing provider's alleged violation of this article;

(2) The right to inform the administering agency about a housing provider's alleged violation of this article;

(3) The right to cooperate with the administering or enforcing agencies or other persons in the investigation or prosecution of any alleged violation of this article; or

(4) The right to inform any person of his or her rights under this article.

(c) Protections of this section shall apply to any person who mistakenly but in good faith alleges violations of this article.

(d) Taking adverse action against a person within ninety (90) calendar days of the exercise of one (1) or more of the rights described in this section shall create a rebuttable presumption in the administering agency's investigation that such adverse action was taken in retaliation for the exercise of those rights.

Sec. 14-612. Community outreach.

(a) The administering agency, in consultation with the chief equity officer, may establish a community-based outreach program to conduct education and outreach to landlords, applicants and potential applicants for housing regarding rights and procedures under this article. The program may be targeted at individuals or communities where, in the judgment of the administering agency, the need for education and outreach is greatest.

(b) In establishing an outreach program pursuant to subsection (a) of this section, the administering agency may partner with community-based organizations. Nothing in this section shall preclude the administering agency, by contract or grant, and consistent with other provisions of local laws, from engaging the services of such organizations in establishing such community-based outreach programs, participating in such programs, or developing materials for such programs. Nothing in this section shall preclude the administering agency from combining the outreach programs required by subsection (a) of this section with other related community outreach programs.

Sec. 14-613. Confidentiality.

The city shall keep confidential, to the extent permitted by applicable laws, any identifying information or other data pertaining to an applicant's criminal history.

Sec. 14-614. Implementation and enforcement; penalties.

(a) The administering agency shall investigate complaints regarding a housing provider's alleged violation of this article. The administering agency may engage third party assistance to conduct its investigation.

(1) Where the administering agency determines that a violation has not occurred, the administering agency shall issue a determination that a housing provider is not in violation of this article. This determination shall be provided to the housing provider and the complainant.

(2) Where the administering agency determines that a violation has occurred, the administering agency shall issue a determination that a housing provider is in violation of this article; provided, however, for a first violation, or for any violation during the first twelve (12) months following the operative date of this article, the administering agency must issue warnings and notices to correct, and offer the housing provider technical assistance on how to comply with the requirements of this article. For a second violation, the administering agency shall refer its determination for each applicant as to whom the violation occurred or is continuing to the enforcing agency for action, to the housing provider and the complainant.

(3) Where the administering agency determines that a violation has occurred, it shall forward a copy of the determination to the State of Michigan Department of Civil Rights for consideration.

(b) The administering agency, in consultation with the city attorney's office, is authorized to take appropriate steps to assist in the enforcement of this article, including the investigation of any possible violation of this article. The administering or enforcing agencies shall not find a violation based on a housing provider's decision that an applicant's conviction history is directly related unless the housing provider failed to conduct the individualized assessment as required under section 14-607.

(c) If multiple applicants are impacted by the same violation at the same time, e.g., all applicants for a certain housing unit are asked for their conviction history on the initial application, each violation shall be treated as a separate violation.

(d) In accordance with Section 4i(k) of the Michigan Home Rule Cities Act, the penalty upon conviction for violation of this article shall imprisonment for not more than ninety (90) days or a fine of not more than five hundred ($500.00), or both, for each such violation, at the discretion of the court.

(e) An applicant or potential applicant may report to the administering agency any suspected violation of this article within sixty (60) calendar days of the date the suspected violation occurred. The city shall encourage reporting pursuant to this section by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the applicant or potential applicant reporting the violation; provided, however, that with the authorization of such person, the city may disclose his or her name and identifying information as necessary to enforce this article or for other appropriate purposes, which shall include enabling the housing provider to respond to the alleged violation as part of an investigation by the administering agency.

Sec. 14-615. Implementation and enforcement; administrative rules and annual reporting requirements.

(a) Within one hundred twenty (120) calendar days after the effective date of the ordinance that added this article, the administering agency shall promulgate administrative rules necessary to implement the provisions of this article. These rules shall include, at minimum, procedures for the following:

(1) Preparing standardized language for the notice in section 14-609(c) that housing providers may use to satisfy the requirements of that subsection.

(2) Timeframe and process, including notification, for the following:

a. To housing providers that a complaint has been filed alleging violation of this article and that an investigation will occur;

b. Provide the housing provider a right to respond to the allegations in the complaint;

c. Receipt and consideration by the administering agency of any response and supporting information from a housing provider regarding the alleged violation; and

d. Dissemination of the administering agency's determination of whether an alleged violation in the complaint was substantiated to the housing provider and complainant. If a violation is substantiated, dissemination to the enforcing agency and State of Michigan Department of Civil Rights.

(b) The administering and enforcing agencies shall prepare and jointly submit an annual report to the mayor and city council that includes, at a minimum, the following information for the preceding year:

(1) The number and type of complaints it received alleging violations of this article;

(2) The number and types of violations of this article represented by the number of determinations issued by the administering agency substantiating the alleged violations;

(3) The number and types of violations of this article represented by the number of determinations issued by the chief equity officer of the administering agency where the allegations of violations of this article were unsubstantiated;
(4) The number and types of determinations forward to the State of Michigan Department of Civil Rights;
(5) The number and types of enforcement actions taken by the enforcing agency;
(6) Data regarding the outcome of enforcement actions in court, itemizing the number of dismissals, convictions or plea arrangements, including the penalties assessed; and
(7) The costs associated with the implementation and administration of this article.

Sec. 14-616. 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.

Sec. 14-617. Effective date.

This article shall take effect ninety (90) days after final adoption.

Secs. 14-618—14-699. Reserved.

ARTICLE IX. – AFFORDABLE HOUSING DEVELOPMENT BOARD

Sec. 14-700. Purpose and intent.

The requirements of this article are intended:
(1) To promote the health, safety and general welfare of the people of the City of Jackson through the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing;
(2) To stimulate the production and preservation of owner occupied, and non-owner occupied, housing available to low-income individuals or families;
(3) To optimize benefits available to low- and moderate-income residents by incentivizing affordable residential housing projects; and

Sec. 14-701. Definitions.

For purposes of this article, the following words and phrases shall have the meaning respectively ascribed to them by this section:

Affordable means, as generally defined by the U.S. Department of Housing and Urban Development, housing for which the occupants are paying no more than thirty (30) percent of their income for gross housing costs, including utilities.

Area median income means the median family income for the Jackson Metropolitan Statistical Area, as published by the U.S. Bureau of Census and the U.S. Department of Housing and Urban Development.

Board means the Jackson Affordable Housing Development Board.

Developer means the legal or beneficial owner or the representative thereof, of a parcel of land proposed for inclusion in a development, including the holder of an option or contract to purchase who performs the functions necessary to obtain land control and financing to construct or rehabilitate a property and expects to assume the risks

and rewards upon completion of the project but does not mean a governmental entity or a commercial lending institution other than a commercial lending institution affiliated with the developer.

Development means the division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any residential buildings, any use or change in use of any buildings or land, any extension of any use of land or any clearing, grading, excavation or other movement of land, for which permission may be required pursuant to chapter 28 of this Code, Zoning.

Fund means the Jackson Affordable Housing Fund established under section 14-704 of this Code.

Sec. 14-702. Board created; purposes.

(a) There is hereby created an affordable housing development board to oversee and administer the city's affordable housing fund, to provide for the preservation and development of affordable housing, and to make recommendations to the city manager and city council on programs, policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson.

(b) Resources of the local government shall be made available to assist the affordable housing development board in executing its duties, powers and responsibilities, and the director of the department of neighborhood and economic operations shall assist the affordable housing development board in executing its obligations to the citizenry, consistent with any annual budgetary appropriations and the fund balance of the affordable housing fund.

(c) It shall be the responsibility of the department of neighborhood and economic operations to provide professional staff assistance to the affordable housing development board in executing its operations. In addition, the city manager may provide additional staff assistance through the various departments of the city to the affordable housing development board, as deemed necessary, in the gathering of information, development of and implementation of policies, programs, and projects which will preserve or develop more affordable housing options in the city.

Sec. 14-703. Composition.

(a) The affordable housing development board shall consist of five (5) members nominated by the mayor and approved by city council, who shall be residents of Jackson County.

(b) Members shall serve for (five) 5-year terms. In making appointments of members of the affordable housing development board, the mayor shall recommend, and city council shall appoint, persons who, insofar as possible, have experience and/or an interest addressing housing affordability, stability, and development needs within the city.

(c) The terms of office of the first affordable housing development board members appointed hereunder shall be fixed by the mayor and city council so that the terms of two (2) members will be for one (1) year, two (2) members will be for three (3) years, and one (1) will be for five (5) years. After the initial Board is formed, all members thereafter will be appointed for (five) 5-year terms.

(d) The affordable housing development board may appoint up to three (3) appointed ex-officio members to the Board for two (2)-year terms, who shall be residents of Jackson County. Not less than one (1) of the appointed ex-officios shall be an individual who has experiential understanding of housing instability. These ex-officio members shall be experienced and/or have interest in addressing housing affordability and development, and can serve as resource persons and/or serve on committees. The affordable housing development board shall also have the following three (3) statutory ex-officio members:
    (i) The city manager, or their designee, shall be an ex-officio member of the board and provide adequate support staffing to the board.
    (ii) The executive director of the Jackson Housing Commission shall be an ex-officio member of the affordable housing development board.
    (iii) One (1) member of the city council shall be an ex-officio member of the affordable housing development board, who shall be appointed to said body in accordance with policies established by the mayor and city council.

(e) The terms of office of the three (3) appointed ex-officio members first appointed hereunder shall be fixed by the mayor and city council so that the terms of one (1) member will be for one (1) year, one (1) members will be

for two (2) years, and one (1) will be for three (3) years. After the initial ex-officios are appointed, all ex-officio members thereafter will be appointed for (two) 2-year terms.

(f) The members of the affordable housing development board shall elect by a majority vote of the total members of the affordable housing development board, officers consisting of a chairman, vice-chairman, and secretary.

(g) The affordable housing development board may establish committees, as appropriate, to assist it relative to its powers and duties under the provisions of this article, provided that all recommendations to city council shall be made by the board and not by a committee of the board.

(h) The board may, by majority vote of the members, appoint persons who are not members of the affordable housing development board to be members of such committees.

(i) All members of the affordable housing development board shall serve without compensation.

(j) All ex-officio members have the right to participate in the proceedings of the board, and shall have the right to vote.

Sec. 14-704. Jackson Affordable Housing Fund.

(a) The city shall create a dedicated fund within the department of neighborhood and economic operations' budget deemed the Jackson Affordable Housing Fund reserved for the deposit and expenditure of monies pursuant to this section.

(b) The purpose of the fund is:
  (1) To foster and promote the purpose and intent of this article;
  (2) To prioritize the means by which funding for new residential housing projects addresses housing for those with the greatest economic need, being households earning up to one hundred twenty (120) percent of the area median income for owner occupied units and sixty (60) percent of area median income for non-owner occupied units;
  (3) To increase accessibility to safe, dignified and affordable housing for those facing high housing costs;
  (4) To prioritize permanent housing affordability and sustainability within the city; and
  (5) To prioritize the preservation of existing affordable housing units.

(c) In addition to any other revenue sources, the city's annual budget may contain an appropriation to the fund. It is expected, but not required, that the annual appropriation will be not less than thirty (30) percent of the net receipts of all publicly-owned, residential and commercial property sales during the previous fiscal year.

(d) Unless specifically stated otherwise in the budget closing resolution, funds not expended within such appropriation during a given fiscal year shall remain in such appropriation and carry forward into the subsequent fiscal year to fund future affordable residential housing projects and other eligible activities.

(e) Subject to approval of the city council, the city may also accept and deposit into the fund or subaccounts of the fund donations and grants from private or public sources, subject to conditions of such grant, for use in accordance with the purpose of the fund.

(f) Agreements or contracts for the expenditures from the fund shall be recommended by majority vote of the affordable housing development board, subject to final approval by city council.

(g) The director of the department of neighborhood and economic operations shall promulgate and publish on the city's website any administrative procedures necessary to ensure fund monies are used to support affordable housing meeting the following criteria:
  (1) Funds shall be used to support housing opportunities for Jackson residents with income up to one hundred twenty (120) percent of the area median income for owner occupied units and sixty (60) percent of area median income for non-owner occupied units.
  (2) Not less than seventy (70) percent of fund monies shall be allocated in areas that are located in areas of persistent poverty, as identified by the U.S. Census Bureau.
  (3) Eligible activities include powers and duties expressly given to the Jackson affordable housing development board under section 14-705 of this article.

Sec. 14-705. Powers and duties.

(a) *Budget*. The affordable housing development board is authorized to propose an annual budget, approved by city council, for the Jackson Affordable Housing Fund and to administer those funds in carrying out the powers and duties of this section.

(b) *Study and recommendations.* The affordable housing development board shall make (or seek from other sources) an ongoing study of the status and quality of affordable and accessible housing in the City of Jackson and shall make annual recommendations regarding actions to be taken by the city council to improve the quantity and quality of affordable and accessible housing in the City of Jackson.

(c) *Programs.* The affordable housing development board shall establish and provide funding, as authorized by city council, for a development loan program and a grant program. In addition, the board is authorized to create, sponsor, fund, and promote such other and further programs and services, as authorized by city council, designed to develop and preserve affordable and accessible housing in the City of Jackson, including, but not limited to, education, consulting, and technical support.

(i) *Loan programs.* The board is authorized to make low interest and no-interest loans to housing developers for the rehabilitation, modification, construction and preservation of affordable and accessible housing in the City of Jackson on projects approved by the department of neighborhood and economic operations, provided that all loans made hereunder shall be subject to final approval by city council and contain land use restriction agreements that the units will be used for affordable and/or accessible housing for their entire useful economic life and all loans for new construction shall incorporate "universal design" standards to promote affordable and accessible housing for the disabled. The loan proceeds shall be disbursed by the affordable housing development board on approved eligible construction costs actually incurred and not for administrative project costs such as developer overhead, development fees or other expenses, unless the developer is a nonprofit corporation.

(ii) *Grant programs*. The affordable housing development board is authorized to make forgivable loans and grants to housing developers, property owners and tenants to promote the development and preservation of affordable and accessible housing in the City of Jackson, provided that all grants made hereunder shall be subject to final approval by city council and administered in a manner to promote neighborhood stabilization and shall contain, where appropriate, conditions such as reasonable restrictions on and provisions for the oversight of tenants and landlords. Projects eligible for grants include projects including, but not limited to:

a. Modifications to accommodate people with disabilities;
b. Lead-based paint abatement;
c. Emergency home repair assistance;
d. Temporary emergency services to prevent homelessness (including mortgage assistance, rent assistance, and utility assistance);
e. Emergency and transitional housing; and
f. Security deposit, utility deposit, down payment, and closing costs assistance; and
g. Gap financing and predevelopment costs including but not limited to land acquisition and environmental remediation.

The grant proceeds shall be disbursed by the affordable housing development board on approved eligible construction costs actually incurred and not for administrative project costs such as development overhead, development fees or other expenses, unless the developer is a nonprofit corporation.

(d) *Support services.* All loans and grants made hereunder may include provisions for support services where appropriate to promote the development and preservation of affordable and accessible housing in the City of Jackson. Further, funds may also be used to support housing navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services for those who suffer from housing insecurity. Finances may also be used to provide services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals.

(e) *Other eligible activities.* Eligible activities include, but are not limited to, enforcement of this article, creation and preservation of affordable housing units, compliance with standards for accessible design and other activities under the Americans with Disabilities Act, 42 USC 1201 et seq., or similar state laws, administration and disbursement of grant funds for home repair, homelessness prevention, neighborhood revitalization, activities that develop and steward affordable housing, and any other activities consistent with this article.

(f) *Application review.* The affordable housing development board shall have the authority and duty to review applications made by agencies, commissions and other departments of the City of Jackson, except said agencies, commissions and other departments of the City of Jackson cannot apply to the board for any such affordable and accessible housing funds except to expand services or projects or provide new services or projects, or by private groups seeking funds in coordination and conjunction with such city agencies, commissions or

departments, for federal, state and local funding in connection with projects designed to promote the preservation and development of affordable and accessible housing in the City of Jackson.

(g) *Review standards.* For the purposes of carrying out the provisions of this chapter, the affordable housing development board shall have the authority to establish written standards, rules and regulations for funds from the affordable housing fund and for the benefit of households consistent with section 14-704(g) of this code.

(h) *Funding restrictions and preferences.* In addition to funding provisions of section 14-704(g) the expenditures of the affordable housing fund are subject to the following restrictions:

(i) *Contracting.* The recipient of any expenditure of funds from the affordable housing fund shall comply with responsible contracting standards set forth in article IX of chapter 5 of this Code.

(ii) *Health and safety.* The recipient of any expenditure of funds from the affordable housing fund shall comply with all applicable federal, state and local laws relating to health and safety, including, but not limited to, housing codes, occupation safety codes, product codes and standards, and consumer safety.

(iii) *Anti-discrimination.* The recipient of any expenditure of funds from the affordable housing fund shall comply with all applicable federal, state and local law relating to discrimination on the basis of race, national origin, sex, sexual orientation, gender identity, age or other protected classifications pursuant to article III of chapter 15. The affordable housing development board may give preference to recommending the funding projects that require the use of thirty (30) percent or more participation of minority business enterprises or disadvantaged business enterprises or that promote the employment opportunities of persons with low income or persons with disabilities.

(iv) *Environmental impact.* The recipient of any expenditure of any funds from the affordable housing fund shall comply with all applicable federal, state and local laws relating to the environment. The affordable housing development board may give preference to recommending the funding projects that exceed existing environmental requirements and standards or that incorporate energy efficient designs and materials.

(v) *Employment.* The recipient of any expenditure of any funds from the affordable housing fund shall comply with all applicable federal, state and local law relating to employment, including, but not limited to, minimum wage requirements, occupational safety, accident reporting requirements, etc. The affordable housing development board may recommend to give preference to funding projects that create employment opportunities for residents of low income neighborhoods and public housing complexes in the City of Jackson and may give preference to funding projects that pay a living wage of at least thirteen dollars and thirty-two cents ($13.32) per hour plus benefits, indexed to inflation, to all persons employed on said project.

Sec. 14-706. Reporting requirements.

The director of neighborhood and economic operations shall prepare and issue at the conclusion of the city's fiscal year a report setting forth the state of affordable housing in the city, describing the activities and functions of the affordable housing development board, summarizing the developments, programs, and services funded by the affordable housing development board, and setting forth the expenditures made by the affordable housing development board from the affordable housing fund. The annual report shall also include an assessment evaluating the performance of various departments of the City of Jackson and other public agencies relating to the development and preservation of affordable and accessible housing in the City of Jackson.

Sec. 14-707. Severability.

The terms, conditions, and provisions of this article are hereby declared to be severable, and, should any portion, part or provision of this article 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 article.

Secs. 14-708—14-750. Reserved.

Section 3. Effective Date.

This Ordinance takes effect in thirty (30) days from date of final adoption.

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CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (866) 384-1772

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: Council Meeting – June 14, 2022

SUBJECT: Approve Personnel Policy Amendments effective May 01, 2022

Recommendation: Approve Personnel Policy Amendments effective May 01, 2022 affecting Non Union employees.

Attached is a report from Doria LaPorte. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Doria LaPorte, HR Manager

DATE: Council Meeting – June 14, 2022

RECOMMENDATION: Approve Personnel Policy Amendments effective May 01, 2022

SUMMARY

The Human Resources Division respectfully requests approval of changes to the Personnel Policy in the areas Introduction (Residency Requirement), Article XII (Overtime Work), Article XV-3 (Family Leave Policy), Article XV (Holidays), Article XVII (Insurance), and Article XXI (Pension Improvements).

HISTORY, BACKGROUND and DISCUSSION

The proposed changes to the Personnel Policy will have negligible impact to the budget.

The proposed changes offer an appropriate benefit level to continue to attract and retain top talent.

The proposed changes fix oversights from previous versions of the document and amend the document language to reflect current City policies and practices.

I request the City Manager recommend to Council the approval of the Personnel Policy amendments affecting Non Union employees dated to be in effect on May 01, 2022.

ATTACHMENTS

CITY OF JACKSON
Founded 1829

City Manager's Office
Human Resources Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4046 • Facsimile: (866) 522-9005

2022 PERSONNEL POLICY UPDATES

1. Introduction: Residency Requirement (pg. iii)
   - No dollar amount change or modification in residency requirement. There is only an adjustment of language to align with the current residency requirement language listed in the MAPE and IAFF contracts to ensure cohesiveness.
2. Article XII: Overtime Work (pg. 17)
   - Removal of letter C language
3. Article XV: Vacation Leave (p. 22)
   - Modified language to clarify vacation leave terms as it applies to Classified and Unclassified employees
4. Article XV-3: Family Leave Policy (pg. 28)
   - Modified FMLA use of leave banks as recommended by the City Labor Attorney to align with language already outlined in the City's union contracts.
5. Article XVI: Holidays (pg. 31)
   - Modified language in Section XVI-1 to now include the federal holiday Juneteenth as adopted by City Council.
6. Article XVII: Insurance (pg. 31)
   - Modified language in Section XVII-4 (1) to reflect *certain* current wellness incentive program language as outlined in the City's union contracts.
   - Modified spousal clause insurance language in Section XVII-4 (1)
   - Modified language in Section XVII-4 (1,3) Non Union ACT 345 managers
7. Article XXI: Pension Improvements (pg.49)
   - Modified language in Section XXI-1 Retirement Plan Eligibility regarding employees who work in exceedance of the minimum years of service for which they are eligible to retire
   - Modified language regarding city and employee contribution rates to current figures per Finance

CITY OF JACKSON, MICHIGAN

PERSONNEL POLICY

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CITY OF JACKSON
Founded 1829

City Manager's Office
Human Resources Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4046 • Facsimile: (866) 522-9005

Latest Revisions: 05/1/2022~~8/14/2018~~

Revision Date **Pages**

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INTRODUCTION

The Personnel Policy contained in the pages of this document in no manner should be construed as a contract or promise to any employee or prospective employee that the procedures, classifications, class grades or benefits contained will remain in effect or continue in existence. This document is merely an outline of the procedures, classifications, class grades and benefits which existed at the time of the enactment by the City Council. The procedures, classifications, class grades and benefits contained herein may be altered, decreased, changed or eliminated at any time by action of the City Council and the interpretation of the procedures and this entire document shall be in the sole discretion of the City Council.

It must be specifically understood by each and every employee or prospective employee that this document does not constitute a contract of employment between the City of Jackson and any employee or prospective employee or a continuing promise of the continuation of any provisions contained herein. Specifically, no employee or prospective employee should rely upon this document or any of the provisions contained herein as a condition of continuing employment or as a condition of accepting employment.

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Equal Employment Opportunity
The City of Jackson will provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight as required by applicable law.

At Will Employees - None of the language contained within this Personnel Policy shall be deemed to vest any employee with any "just cause" rights that prevent his or her dismissal without cause. It is the policy of the City that all employees of the City are "at will" employees, and, subject to the terms and conditions of applicable labor agreements, the City retains the right to discharge any employee without cause.

Performance Evaluations - The City Manager may establish a system of performance evaluations. If established, the system shall be incorporated into this policy.

Safety Committee - The City Manager may establish a Safety Committee. If injured, an employee shall file a claim in accordance with the Michigan Workers' Disability Compensation Act.

Residency Requirement ~~—~~ Non-union full-time City employees who maintained their residency status within the Jackson City Limits for the entire previous calendar year (12 month period) are eligible to receive a $1,800.00 residency stipend in January of each year. (Note: This stipend will be prorated for partial year residency on a monthly basis.)

In order to qualify for the residency stipend, the employee must meet the following residency requirements: Establish and occupy a dwelling within the limits defined in the previous paragraph; and maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address, and in all manners maintain as a normal residence. ~~The City offers a $1,800 a year residency allowance for non-union full-time City employees who live inside of the City of Jackson limits. The residency allowance is paid for each consecutive 12 month period of City residency and full time~~

~~City employment beginning December 19, 2014 and is paid the following month after the full calendar year of residency and full time employment are established. The residency allowance is only payable to one (1) City employee per household per year.~~

~~In order to qualify for the residency allowance, the employee must meet the following residency requirements: Establish and occupy a dwelling within the limits defined in the previous paragraph; and maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.~~

All union employees are governed by the residency language in their respective labor agreement or past practice. Such past practice shall continue until a change is negotiated with the respective labor organization.

REF: Civil Service Rules and Regulations, Section 17, Residency Requirements.
Michigan Public Act 212 of 1999

EFFECTIVE DATE:

- Revision dated May 1~~March~~, 2022
- Revision dated August 14, 2018
- Revision dated November 15, 2017
- Revision dated January 10, 2017
- Revision dated May 10, 2016
- Revision dated December 15, 2015
- Revision dated November 17, 2015
- Revision dated July 14, 2015
- Revision dated April 27, 2015
- Revision dated December 19, 2014
- Revision dated October 1, 2014
- Revision dated July 1, 2008
- Revision dated July 1, 2006
- Revision dated July 1, 2005
- Revision dated July 1, 2004
- Revision dated September 1, 2003
- Revision dated April 1, 2003
- Revision dated July 1, 2002
- Revision dated March 1, 2002
- Revision dated July 1, 2000
- Revision dated September 21, 1998
- Revision dated August 15, 1997
- Revision dated January 21, 1997

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SCOPE

This Personnel Policy covers all employees of the City of Jackson and does not apply to affiliated organizations such as the Downtown Development Authority or Jackson Housing Commission. Those employees covered by labor agreements shall be governed by the provisions of said labor agreements. In the absence of specific provisions or where the labor agreement is silent, this policy shall apply. In the case of a conflict between this Policy and a labor agreement, the labor agreement language shall prevail over this Policy for employees covered by a labor agreement.

REFERENCES

Administrative Regulations
Americans with Disabilities Act of 1990 (Federal Mandate) Civil Service Rules and Regulations
Drug Policy (Administrative Regulation No. 29) Fair Labor Standards Act (Federal Mandate)
Family Medical Leave Act (1993) (Federal Mandate)
General Retirement Plan
Genetic Information Nondiscrimination Act of 2008
Jackson City Code
Michigan Public Act 212 of 1999 (Residency) Michigan Public Act 152 of 2011
Michigan Public Act 54 of 2011
The Patient Protection and Affordable Care Act of 2010 (Federal Mandate) Rules of Conduct
Workers' Disability Compensation Act 317 of 1969 (State of Michigan)

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ARTICLE I - PROMULGATION OF PERSONNEL POLICY AND ADOPTION OF CLASSIFIED AND UNCLASSIFIED SERVICE

Section I-1. Purpose of the Personnel Policy. It is the purpose of the City of Jackson Personnel Policy to establish an equitable and consistent personnel administration system for the City and its employees in order to insure that the most effective and efficient services are provided to the City of Jackson community. It is also the purpose of this Personnel Policy to clearly explain the duties, rules, and expectations of the City and its employees and to accurately describe the rights and benefits offered to City employees in order to attract and retain a proficient and skilled workforce. Furthermore, this policy shall govern all City/employee relationships of a non-union nature and all City/employee relationships for union personnel where the labor agreement is silent. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any provisions in this policy at any time.

Section I-2. Adoption of Personnel Policy and Classified and Unclassified Positions. The Classified and Unclassified positions as set forth in Articles V. and VI. of this policy and the specifications for the respective classes are hereby adopted and shall constitute the basis upon which all positions shall be classified. All positions shall be subject to the provisions of Civil Service in accordance with the City Ordinances and the rules and regulations of the Civil Service Board, except those in the Unclassified Service, as specified in Article VI.

Section I-3. Preparation and Content of Class Specifications. Descriptions of the above-referenced positions shall be prepared by the appropriate Department Head and reviewed for final content by the Director of Human Resources, and approved by the City Manager, giving the duties of all positions and the qualifications for successful performance of such duties. In addition to the qualifications as set forth in the class specifications, it shall be understood that all positions require: Ability to read, write, speak and understand the English language and to follow written and oral instructions; Ability to get along with others, sobriety, integrity, loyalty and a record of orderly law-abiding citizenship.

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ARTICLE II - APPLICATION AND INTERPRETATION

Section II-1. Allocation of Existing Positions. The positions in the Classified Service are hereby allocated to appropriate classes in accordance with the schedules attached hereto.

Section II-2. Interpretation of Class Specifications.

A. Purpose and Effect of Class Specifications: Each class specification outlines the main characteristics and qualification requirements of position in the class and gives examples of special duties which employees holding such positions may properly be required to perform. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks of related kind or character or of lesser skills. Likewise, the assignment of an employee to a class does not preclude the assignment of duties from another class to the employee or the assignment of the employee to another class.

B. Application of Specifications to Positions: In determining the class to which a position should be allocated, the specification of each class shall be considered in relation to the specifications of other classes in the Personnel Policy.

C. Statement of Qualifications: The statement of qualifications in a class specification is intended to be used as a guide in determining the eligibility of candidates for competitive examinations; as an aid in the preparation of such examinations; and, for use in determining the relative value of positions in a class in relation to positions in other classes.

Section II-3. Employer's Rights. The City, as an employer and on behalf of the electors of the City of Jackson, hereby retains and reserves unto itself all powers, authority, duties and responsibilities conferred upon and vested in it by law and by the Constitution of the State of Michigan and of the United States, the Jackson City Charter and City Code, and any modifications made thereto.

Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing the right to:

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A. Manage the affairs of the City efficiently and economically, including the determination of quantity and quality of services to be rendered;

B. Introduce new equipment, methods, machinery or change and/or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased;

C. Determine the size of the work force and increase or decrease its size;

D. Hire, assign and permanently or temporarily lay off employees;

E. Direct the work force, assign work and determine classifications and prescribe and assign job duties, content and classification;

F. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification;

G. Discipline and discharge employees;

H. Adopt reasonable work rules; and

I. Select employees for promotion or transfer and determine the qualifications and competency of employees to perform available work.

ARTICLE III - ADMINISTRATION AND MAINTENANCE

Section III-1. Responsibilities of the Director of Human Resources. All references to the City-County Director of Human Resources are synonymous with the City's title of Director of Human Resources**.** The Director of Human Resources shall direct necessary reviews and preparation of reports recommending appropriate action to ensure that the Personnel Policy is kept current and to assure that any important changes in duties and responsibilities in any existing positions and of new positions are reflected in the Policy. The Director of Human Resources shall provide, subject to the approval of the City Manager, for the reallocation of any position from one class to another class, whenever a change in duties and responsibilities of such position make the class to which the position was previously allocated no longer applicable. Any actual reallocation to be made shall be made with the knowledge of the employee concerned and his/her Department Head.

The Director of Human Resources shall be responsible for the work of administering and maintaining the Personnel Policy. This shall include but not be limited to, the processing of salary advancements, the determination of proper salary rates within existing Policy provisions and the preparation of recommendations for revisions to the Policy on the basis of changes in prevailing rates of pay for comparable positions outside the City Service.

Section III-2. Changes Requiring Approval of the City Council. The approval of the City Council shall be required for all policy changes to this document, but not for amendments of an administrative nature. Such changes shall take the form of amendments to this Personnel Policy.

Section III-3. Changes Requiring Approval of the City Manager. The approval of the City Manager shall be required for all administrative changes to this document. The City Council will receive written notice of all administrative amendments to the Personnel Policy at least fifteen (15) days before they take effect.

Section III-4. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict with the provisions of this Policy are hereby repealed.

Section III-5. Savings Clause. If any section, sentence, clause or phrase of this Policy shall be held for any reason to be inoperative or unconstitutional, void or invalid, the validity of the remaining portions of this Policy shall not be affected thereby, it being the intent of the City Council in adopting this Policy that no portion thereof or provision herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any other portion or provision and the City Council of the City of Jackson, Michigan, does hereby declare that it would have severally passed and adopted the provisions contained herein, separately and apart one from the other.

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ARTICLE IV - PERSONNEL FILES

Section IV-1. Personnel Files. A personnel file is maintained by the Human Resources Department on every employee of the City (except Parks and Recreation seasonal employees, City Clerk election workers, Police Reserve Officers and School Crossing Guards). However, the aforementioned seasonal employees and election workers' personnel files must be retained in accordance with Federal, State, and City laws, ordinances, and regulations by the hiring departments**.** All material in these files is strictly confidential and secured under the custodianship of the Human Resources Department. All personnel files are subject to the provisions of the Bullard-Plawecki Right-To-Know Act and the Freedom of Information Act. Medical records are secured in a file that is separate from the personnel records. Information in an employee's personnel file may include the following:

A. Original application and accompanying documents (i.e.**,** resume, transcripts, references, investigation reports, military papers).

B. Personnel Action Requests or notices of pay changes and accompanying documents.

C. Performance evaluation forms and related materials.

D. Letters of commendation or complaint connected with employment.

E. Promotional opportunity application and related materials.

F. Forms pertaining to fringe benefit programs and related programs.

G. Documents submitted by the employee.

H. Certificates or notices of accomplishment of the employee in the area of training or employee development.

I. Documentation of disciplinary action.

J. Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

Section IV-2. Official Access. The following personnel shall have the right of access to an inspection of an employee's personnel file.

A. The employee who is the subject of the file.

B. An attorney or designee of the employee when the employee has provided written authorization to his or her file.

C. Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal or other personnel action.

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D. The City Attorney or other appropriate agent when needed in connection with any legal action involving the employee and the City.

E. Authorized representatives of the Human Resources Department.

F. A person or persons making a proper legal request under the Freedom of Information Act (FOIA).

Section IV-3. Limited Access. Information in an employee's personnel file shall not be made accessible to anyone except the Human Resources Department, the employee and those listed in Article IV, Section IV-2 above. The only information provided over the telephone is verification of any employee's job title, dates of employment and salary. No other information will be given by phone unless the employee provides a written release absolving the City, its employees, agents and officials from any responsibilities of the consequences of disclosure.

Section IV-4. Written Reprimands. Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry.

Section IV-5. Employee Access. An employee, upon written request to the Human Resources Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, his or her personnel record. The review shall take place in the Human Resources Department during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in his or her personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining his or her position which shall then be made part of the personnel file, with a copy provided to the supervisor.

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ARTICLE V - CLASSIFIED SERVICE

Section V-1. Classified Service. The Classified Service shall consist of the following classes of non-union positions, with such changes as may be made from time to time by the City Council by amendment to this Personnel Policy. The class grade refers to the classification and corresponding salary range by which all positions of the class shall be paid as set forth from time to time by action of the City Manager or City Council action. The hours of work in the normal average work week for each Occupational Group are indicated and shall apply to all classes of the group, except those where the normal work week upon which compensation is based is otherwise indicated. For purposes of this Personnel Policy, all employees and officials of the Jackson Housing Commission are not employees of the City of Jackson. For purposes of the Civil Service ordinance, all union personnel are deemed to be unclassified employees whose personnel rights and responsibilities shall be resolved under the provisions of their applicable labor agreement.

Section V-2. Occupational List of Class Titles

A. CLERICAL, ADMINISTRATIVE AND FISCAL GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
7	Account Clerk Supervisor
4	Administrative Secretary I
6	Administrative Secretary II
8	Appraiser
6	Evidence Management Coordinator
10	Financial Analyst
11	GIS Coordinator
9	Labor Relations Technician
7	Legal Secretary
10	Neighborhood and Economic Operations Planner
6	Property Management Coordinator
6	Purchasing Technician
7	Recreation Services Coordinator
10	Senior Appraiser
9	Senior Citizen & Recreation Activities Coordinator
11	Tax Supervisor

B. ENGINEERING, INSPECTION AND TECHNICAL GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
11	Civil Engineer II
12	Civil Engineer III
10	Engineering Assistant
10	Parking Manager/Engineering Assistant
10	Wastewater Treatment Plant Industrial Pretreatment Supervisor

C. LABOR AND TRADES SUPERVISION GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
10	Assistant Water Treatment Plant Supervisor
8	Building Maintenance Supervisor
10	Chief Wastewater Treatment Plant Operator
10	Meter Services Supervisor
9	Public Works Assistant
11	Public Works General Foreman

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ARTICLE VI - UNCLASSIFIED SERVICE

Section VI-1. Unclassified Service. The Unclassified Service shall consist of the following classes of non-union positions, with such changes as may be made from time to time by the City Council by amendment to this Personnel Policy. The class grade refers to the classification and corresponding salary range by which all positions of the class shall be paid as set forth from time to time by City Council action and/or action of the City Manager. For purposes of this Personnel Policy, all employees and officials of the Jackson Housing Commission are not employees of the City of Jackson. For purposes of the Civil Service ordinance, all union personnel are deemed to be unclassified employees whose personnel rights and responsibilities shall be resolved under the provisions of their applicable labor agreement.

Section VI-2. Occupational List of Class Titles.

A. APPOINTIVE OFFICIALS (Non-union positions – occupied or vacant). Unless otherwise noted, all contractual employees are at will and on scale.

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Class Grade	Class Title
7	Administrative Assistant
6	Administrative Assistant to the Director of Police and Fire Services
10	Administrative Assistant to the City Manager
12	Assistant to the City Manager
12	Assistant City Assessor
15	Assistant City Engineer
17	Assistant City Manager/Operations
18	Assistant City Manager/Economic Development Director (Contractual Employee)
15	Assistant Finance Director
15	Assistant Director of Human Resources
15	Assistant Director of Neighborhood and Economic Operations (NEO)
14	Assistant Director of Parks, Recreation, and Grounds
14	Assistant Director of Public Works – Public Utilities Administration
13	Assistant Superintendent of Wastewater Treatment Plant
10	Building Inspector
14	Chief Building Official
17	City Assessor (Contractual Employee)
20	City Attorney (Contractual Employee)
3	City Clerk (part time on scale)
19	City Engineer
22	City Manager (Contractual Employee)
7	Code Enforcement Officer I (Contractual Employee)
8	Code Enforcement Officer II (Contractual Employee)
9	Code Enforcement Officer III (Contractual Employee)
13	Code Enforcement Director
16	Deputy City Attorney
11	Deputy City Clerk
10	Deputy City Treasurer
17	Deputy Director of Police and Fire Services, Fire Division (Contractual Employee)
17	Deputy Director of Police and Fire Services, Police Division (Contractual Employee)
20	Director of Finance/Purchasing Agent (Contractual Employee @ 80% of the scale)
17	Director of Human Resources (Contractual Employee)

19	Director of Neighborhood and Economic Operations (NEO)
18	Director of Parks, Recreation and Grounds
20	Director of Police and Fire Services (Contractual Employee)
20	Director of Public Works
20	Economic Development Director
9	Economic Development Specialist (Contractual Employee)
9	Elections and Records Coordinator (Contractual Employee)
13	Electrical Inspector (Contractual Employee)
11	Grant Coordinator
13	Grant & Front Office Supervisor
10	Housing Rehab Specialist (Contractual Employee)
11	Neighborhood and Economic Grant Coordinator
11	Neighborhood Outreach Coordinator/Recreation Services Supervisor (Contractual Employee)
9	Paralegal (Contractual Employee)
14	Planning Director
12	Plumbing and Mechanical Inspector (Contractual Employee)
8	Public Information Officer (Contractual Employee)
10	Purchasing Coordinator
10	Recreation Services Supervisor
10	Records Management Supervisor (NEO/Police)
12	Rehabilitation Coordinator (Contractual Employee)
16	Senior Assistant City Attorney
11	Senior Planner (NEO)
12	Staff Accountant
9	Staff Attorney (Contractual Employee)
14	Superintendent of Parks and Golf Operations
10	Supervisor of Management of Information Services
14	Wastewater Treatment Plant Superintendent
14	Water Treatment Plant Supervisor
11	Water and Sewer Maintenance Foreman

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B. ELECTIVE OFFICIALS:

- Mayor and City Councilmembers
- City Treasurer (also serves as Income Tax Administrator)

C. POLICE DEPARTMENT GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
-	[2] Police Cadet

[2] Compensation to be determined by ordinance of City Council.

D. PUBLIC SAFETY GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
-	[3] Community Service Officer
-	[4] School Crossing Guard:

- One appearance at a corner
- Two appearances at a corner
- Three appearances at a corner

[3] Compensation to be adjusted annually with other Unclassified Service positions.

[4] Compensation to be determined by ordinance of City Council. Persons classified as "School Crossing Guards," as above provided for, shall not be vested with any police powers, and their classification, in a class of the Public Safety Group, for the purpose of this Policy, shall not be deemed to be eligible to participate in any City pension plan.

E. PART-TIME APPOINTIVE OFFICIALS
(Non-union positions – occupied or vacant)

Class Grade	Class Title
-	Administrative Hearing Officers

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ARTICLE VII - PUBLICIZING OF VACANCIES

Section VII-1. Equal Employment Opportunity/Affirmative Action. It is the policy of the City of Jackson to implement equal opportunity on an affirmative basis to all qualified employees and applicants for employment in accordance with State and Federal Law. Positive action shall be taken to ensure the fulfillment of this policy.

Section VII-2. Full-Time Positions in the City Service. The City reserves the right to fill certain highly technical, specialized, and/or managerial non-union positions from within as part of reorganization or internal department promotions. Otherwise, whenever a vacancy occurs in a position in the City Service, whether classified or unclassified, such vacancy shall be advertised on the City's website, other public media, and association newsletters, professional journals, trade papers or other suitable publications or electronic media as deemed appropriate. The advertising of vacancies in positions in the City Service is done not only to secure competent applicants, but also to fulfill the obligations of the City to apprise interested qualified applicants of the vacancies and position. Notwithstanding the above, vacancies in the common labor group and in seasonal, temporary provisional and emergency positions need not be advertised if the City Manager or his/her designee determines there will be a satisfactory pool of applicants without such advertising.

Section VII-3. Anti-Nepotism. Effective November 18, 2015 the City will not hire the relative of any current employees, elected and/or appointed officials; however, the City Manager has the authority to waive this requirement when special circumstances can be demonstrated. For purposes of this section, "relative" shall mean any of the following family members whether by blood or marriage: spouse, child, step-child, foster child, parent, step-parent, foster parent, brother, step brother, sister, step- sister, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, niece, nephew and cousin or any other individual that is a member of the employee or elected official's household for which the employee or elected official is financially responsible. This policy ensures that all applicants are considered on the basis of their qualifications and are not given preferential consideration based on their relationship to current employees or elected officials**.**

However, employees who marry while employed, shall have 90 days to transfer out of a superior-subordinate relationship resulting from the marriage. In the event the transfer cannot be made within the noted timeframe, the employee with the least seniority shall be terminated. This policy applies to all categories of employment, including full- and part-time and temporary or seasonal classifications**.**

REF: City of Jackson, Ethical Standards of Conduct Ordinance No. 2015-18

ARTICLE VIII - LENGTH AND CONTINUITY OF SERVICE

Section VIII-1. Requirements as to Length and Continuity of Service.

A. Service requirements for advancement within Salary Schedules and for other purposes as specified in this Policy shall require employment in the City Service without break or interruption.

B. The following absences shall not affect continuity of service and time on such absences shall

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count toward length of service:

1. Authorized leave of absence with pay;

2. Authorized leave of absence without pay of thirty (30) calendar days or less; or

C. Absences for purposes of serving with the Armed Forces of the United States shall not break continuous service only if the laws of the State of Michigan and/or the United States require reinstatement without a break in service at the time the person completes military service and reapplies for employment.

D. Leaves of absences without pay of over thirty (30) calendar days shall be deducted from length of service, but shall not have the effect of interrupting continuity of service. Deduction from length of service may be accomplished by moving the employee's anniversary date forward by the appropriate number of calendar days.

E. All absences without authorized leave of more than two (2) days shall be deducted from and shall interrupt continuous service.

F. The Family Medical Leave Act and the Americans with Disability Act will be administered in accordance with those Acts (Ref: Article XIV, Section XIV-3).

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ARTICLE IX - LAYOFFS/SEVERANCE

Section IX-1.

A. Layoffs. Whenever the City in its discretion determines that a layoff is necessary due to a lack of funds, lack of work, or due to a reorganization, such layoff shall be made in such classifications as the City may designate. Layoffs shall be made in accordance with procedures to be developed by the Director of Human Resources.

B. Recall from Layoffs. The order of recall of laid-off employees shall be in the inverse order in which the employees were laid-off and shall be subject to the same conditions as prescribed in a lay-off. However, it shall only apply to classified employees and shall not exceed a two (2) year call back period.

C. Severance. Severance from the City service shall be in accordance with procedures to be developed by the Director of Human Resources and approved by the City Manager, and shall only be available for all those employees with an at will employment agreement. Severance codified in an employment contract is governed by the employment contract in increments of days or months**.**

D. Constructive Dismissal. All contractual employees titled as a department head or appointed official shall have a signed at will employment agreement which includes a constructive dismissal clause. The section shall state that all claims alleged to be a constructive dismissal (an employee terminates their employment in response to the employer’s treatment of them) shall be submitted in writing to the Director of Human Resources no later than 30 days after the occurrence. The documentation must show that they have resigned in response to a

fundamental breach of contract by the employer (Employment Rights Act 1996). If the constructive dismissal claim is deemed to have merit, all such employees shall be granted their severance pay in accordance with their employment agreement.

REF: City of Jackson, Civil Service Rules and Regulations, Section 6.4 and Section 8.1a.

ARTICLE X - REQUESTS FOR CLASSIFICATION/COMPENSATION ADJUSTMENTS

Section X-1. Employee Requests for Classification Adjustments. Any employee shall have the right to consideration of any request he/she may have with respect to a change in the classification of his/her position. The employee shall make his/her request initially to the head of his/her department. If the head of the department feels that the request is reasonable, he/she shall notify the Director of Human Resources of the request and give his/her opinion or recommendation. If the head of the department feels the request is not a reasonable one, he/she shall reject the request, but notify the employee of his/her right to appeal to the Director of Human Resources. The Director of Human Resources shall give due consideration to the requests he/she receives from Department Heads and employees, and in those cases where he/she feels a change in classification is required, he/she shall recommend to the City Manager such action on the matter as he/she may deem appropriate. The decision of the City Manager shall be final.

Section X-2. Employee Requests for Compensation Adjustments. Any employee shall have the right to the consideration of any request he/she may have with respect to changes in the application of the Personnel Policy to his/her position. The employee shall initially make his/her request to the Department Head, who shall promptly seek to arrive at a solution which is consistent with the Personnel Policy and acceptable to the employee. When the Department Head is unable to resolve such a request in a manner which is satisfactory to the employee, the matter shall be submitted to the Director of Human Resources for review. In the event the employee remains unsatisfied after review by the Director of Human Resources, he/she may appeal to the City Manager. The City Manager shall review such appeal and issue a decision on it within 45 days. The decision of the City Manager shall be final.

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ARTICLE XI - COMPENSATION

Section XI-1. Salary Schedules. The pay of City employees shall be on the basis of appropriate bi-weekly and/or hourly salary schedules as set from time to time by City Ordinance for each of the respective classes of positions in the City service as established by this policy or by labor agreement. Said schedules as contained in Appendix A and as revised from time to time by City Council action, shall be deemed as part of this Personnel Policy. (Salary Schedules for those employees belonging to a union are contained in the respective labor agreement.) All non-union persons who are "red circled" (or wage-frozen), excluding those with an at will employment agreement, shall not receive annual increases (including step increases, except in such cases where the step increase of the lower wage scale is higher than the employee's current hourly rate of pay) granted by City Council ordinances for compensation to employees. These ordinances shall in all instances reflect compensation for hours actually worked or provided for under other sections of this Policy and shall not be construed as a guaranteed weekly or bi-weekly salary for those not considered exempt employees under the Fair Labor Standards Act. Each salary schedule shall consist of a minimum entrance rate, intermediate salary rates, and a maximum rate.

Section XI-2. Compensation for Hourly Paid Employees.

A. Employees to be paid in accordance with the applicable labor agreement and ordinance.

B. Part-time, seasonal and temporary positions shall be paid in accordance with Section XI-7.

Section XI-3. Full-Time Basis of Salary Schedules. The salaries prescribed by action of the City Council are fixed on the basis of full-time service for normal work weeks as indicated for the several groups in Article V. and VI. of this Personnel Policy.

Section XI-4. Entrance Salary Rates.

A. Starting Rate on Initial Employment. Original appointment to any position shall be made at the entrance rate and advancement from the entrance rate to the maximum rate within a pay range shall be as approved by the City Manager. The City Manager may approve an initial compensation rate higher than the minimum rate for the class when, in his or her opinion, the needs of the City Service make such action necessary. However, in all cases, a PAR request shall be submitted to, and reviewed by, the Director of Human Resources, and subsequently approved by the City Manager, in advance of hiring all new employees (full time, part time, temporary and/or seasonal).

B. Starting Rate on Return to Duty. When an employee returns to duty in the same classification after a separation from the City service of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the step rate received at the time of separation, and shall subsequently serve at his or her reentry rate for at least such period as is normally required for advancement to the next higher rate.

C. Starting Rate on Return from Military Service. Any employee who leaves or has left the City service to enter the active service of the Armed Forces of the United States shall, upon severance of service, be entitled to reinstatement in accordance with the applicable laws prevailing at the time the employee makes application for reinstatement.

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D. Rate of Pay Upon Demotion. In case an employee is demoted, credit shall be given for continuous service in the higher paid position in determining the proper rate in the Salary Schedule for the lower paid position, provided that the salary rate after demotion shall not be higher than that prior to demotion.

E. Starting Rate in New Positions (Non-union). Whenever an employee not represented by a union is placed in another position not previously held by him/her, or a union employee accepts a non-union position he/she has not previously held, the employee shall be compensated at a rate deemed appropriate by the City Manager in the salary schedule established for this position. However, a PAR must be submitted and approved in advance of the employee moving into the new position.

F. Rate of Pay Upon Promotion (Non-union). Whenever an employee not represented by a union, or a union employee accepting a non-union position is promoted to a position in a higher class grade than the position he/she currently holds, the employee shall be compensated at a rate deemed appropriate by the City Manager in the salary schedule established for the position. Future step increases, if applicable, will be based on the revised anniversary date for the most recent promotion. However, a PAR must be submitted and approved in advance of the employee's promotion.

G. Rate of Pay Upon Position Reclassification (Non-union). An employee not represented by a union and whose position is reclassified to a higher class grade, shall be compensated at a step rate deemed appropriate by the City Manager in the class grade schedule established for the position. Future step increases, if applicable, will be based on the employee's original date of hire or on the date of the most recent promotion. Step increase dates are not revised due to position reclassifications. However, a PAR must be submitted and approved in advance of the employee's reclassification.

Section XI-5.

A. Probationary Period. After initial appointment or promotion to a position in the City Service, the first one thousand and forty (1,040) hours actually worked in the position shall be considered the period of probation. The probationary period for any employee represented by a union shall be in accordance with provisions of their respective labor agreement for his/her employee classification.

Upon satisfactory conclusion of the first one thousand and forty (1,040) hours actually worked after initial appointments or after promotion, the salary of the employee, including those in the Fire Department Group and Police Department Group, shall be advanced one-half (½) of the increment to the next higher step in the Salary Schedule for the class to which the position is allocated, provided the employee's starting rate is the first step rate. In the event that the employee does not satisfactorily complete the probationary period, he/she shall be separated from the service and shall not have recourse to appeal his/her separation before the Civil Service Commission, except that in the case of promotion from a position in which an employee had Civil Service status, he/she will revert to such position as he/she may be entitled to under Civil Service rules, provided the employee's failure to satisfactorily complete probation was not for a reason which necessitated the employee's termination.

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B. Annual Step Increase. At the completion of the first year of service the employee shall be advanced to the next higher rate in the appropriate salary schedule, provided his/her supervisor and Department Head determine the service rendered to be satisfactory. Subsequently, the employee shall be advanced to the next higher rate at the conclusion of each succeeding year of satisfactory service in his/her position until he/she has reached the maximum base rate of the salary schedule appropriate to the Class to which his/her position is allocated.

Section XI-6. Recommendations for Salary Advancements within Grade. The Department Heads shall recommend in writing to the Director of Human Resources the advancement in salary of their employees who have met the requirements for salary advancement as enumerated above. In the case of salary advancement upon completion of the initial one thousand and forty (1,040) hours actually worked in a position, the recommendation shall include the certification that the period has been successfully completed. All such requests shall be reviewed by the Director in advance of the City Manager's approval.

Section XI-7. Computation of Salaries of Part-Time, Seasonal and Temporary Employees. Part-time, seasonal and temporary employees may be employed on an as-needed basis and if employed shall be paid only for hours actually worked and at an hourly rate established by the City. Part-time, seasonal and temporary employees shall not be eligible for any fringe benefits during their employ.

Section XI-8. Special Salary Provisions.

A. Plus Rates for Special Skills: In any case when an unclassified employee is qualified for and is temporarily required, in writing by his/her supervisor, to regularly serve in and accept responsibility for work in a higher class or position, such employee shall receive the entrance salary rate of that class grade or his/her present rate plus one class grade, whichever is higher, while so assigned, subject to the approval of the City Manager. A non-union, non-exempt employee, who is required to work in a higher class or position continuously for a period of five (5) or more consecutive days, shall be deemed "temporarily required to regularly serve and accept responsibility for work in a higher class position," as is a non-union exempt employee who is required to work in such higher class or position continuously for a period of thirty (30) or more consecutive days, unless either employee is so assigned for training purposes. In case of vacancies in the City Service where a non-union employee is required in writing by the City Manager to fill a vacancy in a higher class or position and assume full responsibility for that position until it is permanently filled, such employee shall be compensated for the duration of such assignment as though permanently promoted to the position in accordance with Article XI, Section XI-4, H. of the Personnel Policy.

B. In any case when a non-union classified employee is regularly assigned in charge of one or more persons in positions of the same class grade, such employee shall be paid at the corresponding step rate in the next higher class grade upon recommendation of the Department Head and approval of the City Manager.

C. As a means of supporting the Anchor Initiative, the City offers a $600 a year residency allowance for non-union full time City employees who live within the downtown core which is generally delineated by Van Buren to the north, Franklin Street to the south, Cooper Street to the east, and Second Street to the west (aka Target Market Analysis area). The allowance is paid for each consecutive 12 month period of downtown residency and full time City employment beginning November 18, 2015 and is paid the following month after the full year of residency and employment are established. The allowance is only payable to one (1) City employee per household per year.

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Section XI-9. Temporary Acting Positions. When a classified employee is required by his or her supervisor to temporarily transfer from one job classification to another, the employee shall continue to be paid at the rate applicable to his or her permanent job classification; provided, however, if the employee is transferred for a period in excess of forty (40) working hours during a pay period to a job classification for which the maximum rate of pay is higher, the employee shall automatically receive the higher salary rate for the time actually worked out of grade.

Section XI-10. Step Increases for Temporary Acting Positions. In any case where a classified or unclassified employee is placed in a temporary acting position, he/she shall continue to accrue service credit for all salary and benefit purposes. When an employee is due to receive a step increase and he/she is currently working in a temporary acting position, such step increase shall be processed via the following steps: (1) process PAR returning employee from temporary acting position to his/her regular position; (2) process PAR for step increase at his/her regular position; (3) process PAR to take employee back up to temporary acting position. The effective date may be the same on all three PAR's. When such employee returns to his/her former position, they will do so at a rate of pay that allows them to receive the step increase they would have received had they been working in their regular position at the time of the step increase date.

Section XI-11. Tuition Reimbursement. Effective November 18, 2015, the City agrees to furnish all non-union employees, when such costs that are not covered by other programs, the cost of job related course work (up to $15,000) for any applicable, previously approved and budgeted, classes and/or certification. The employee is further restricted from reimbursement if the City has previously reimbursed the employee for any other degree and/or if the employee is requesting reimbursement associated with a second similar degree (i.e., second bachelor's degree or second master's degree). Any such programs or courses must have written approval of, and shall be at the sole discretion of the City Manager, as recommended by the department head, prior to taking such courses to be eligible for reimbursement and the employee must agree to and sign a form indicating an understanding of all program stipulations. In order to be eligible for reimbursement, the employee must demonstrate matriculation. Additionally, the employee must continue to work for the City for four (4) years following final reimbursement. The employee that voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received within the prior four (4) years.

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ARTICLE XII - OVERTIME WORK

Section XII-1. Overtime Administration. In emergencies, a Department Head may prescribe, with the approval of the City Manager, reasonable periods of overtime work to meet operational needs. Such overtime shall be reported and justified as required by the City Manager.

Section XII-2. Compensation for Overtime. Employees of the City of Jackson shall be compensated for authorized overtime work in accordance with applicable laws or labor agreements.

Section XII-3. Leave Time in Lieu of Overtime Compensation for Certain Employees and Appointed Officials.

A. Employees who are legally exempted from coverage by the Federal Fair Labor Standards Act, who are not covered by a labor agreement, shall be considered salaried employees who shall be paid an annual salary, prorated on a biweekly basis, regardless of the number of hours worked in a given two-week period, subject to the standards established below.

It is generally understood that the salaried employees described in this section, by the nature of their work, titles and duties are expected to work in excess of the normal work day and/or workweek when it is necessary to accomplish their assignments, and that the salaries established for their positions provide appropriate compensation for the anticipated responsibilities, and not for a specific number of hours of work per day, week or year.

Effective July 1, 2000, in recognition of the flexibility these employees exercise in performing work assignments outside the regular work day, these employees may adjust their work schedules within a work day to take care of personal business, as the work load will allow and in accordance with any procedures established by the City Manager, without deducting said hours from any leave bank (such as sick or vacation leave time)**.**

B. Employees who are legally covered by the terms of the Fair Labor Standards Act (i.e., not exempt), who are not covered by a labor agreement, shall be considered hourly employees. All such hourly employees shall be eligible for compensation for all hours worked in excess of forty (40) per week at a rate of one and one-half times their normal hourly rates. Effective July 1, 2000, this group of hourly employees may be offered the opportunity to choose to earn compensatory leave time in lieu of overtime compensation for all hours worked in excess of forty (40) per week at a rate of one and one-half times the additional hours worked, subject to a maximum compensatory leave bank of forty (40) hours. If the employee is to be offered the opportunity to choose between overtime payment or accruing compensatory time off, the employee and the supervisor must reach that understanding prior to the performance of the additional work. Compensatory time off will be scheduled between the employee and his/her supervisor, taking into account workload, scheduling concerns and the employee's preferences. Compensatory leave banks for hourly employees shall be payable in cash at the time of an employee's termination of employment through resignation, retirement, dismissal or death, subject to the maximum accrual limit of forty (40) hours.

~~C. Exempt, Salaried Employees are expected to work between (40) and (50) hours per week~~

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REF: Exempt Employees (Administrative Regulation No. 27)
Overtime Compensation (Administrative Regulation No. 28)

ARTICLE XIII – ANNUAL EVALUATIONS/FEEDBACK ASSESSMENTS

Section XIII-1 – Beginning on June 1, 2016, all supervisors shall be required to complete an annual evaluation/feedback assessment of each of their employees.

Section XIII-2 – The intent of this assessment is strictly to provide and receive feedback on the employee's performance during the prior twelve (12) months and under no circumstances is to be utilized for disciplinary matters, promotions, raises, etc.

Section XIII-3 – The forms and procedures for this assessment will be established by the Director of Human Resources.

ARTICLE XIV – DISCIPLINE/RULES OF CONDUCT

Section XIV-1 - At will/unclassified employees by definition serve at the pleasure of the City Manager and may be dismissed at any time for any reason without recourse to any procedure.

Section XIV-2 - Temporary, part-time or probationary employees may be disciplined or terminated without recourse to the disciplinary procedure provided in the City of Jackson Rules of Conduct.

Section XIV-3 - All notices of discipline will be forwarded to the Human Resources Department by the Department Head for placement in the employee's personnel file.

Section XIV-4 - All City of Jackson employees are expected to perform their assignments with a level of care and commitment that indicates they are putting forth a reasonable effort to effectively and safely perform their public service responsibilities. Full-time employees who choose to work more than one job are expected to follow Civil Service guidelines regarding the additional employment, which includes notifying their supervisor about the additional job, and ensuring that their job with the City is treated as their primary employment. If an employee suspects a potential conflict of interest between his/her job with the City and his/her second job or outside interest, the employee is responsible to raise the question with his/her department head.

Section XIV-5 - All City of Jackson employees are expected to treat all persons with whom they have contact in the course of their assignments with dignity and respect. Employees are expected to comply with all legal standards related to illegal discrimination and harassment while in the course of their employment.

Section XIV-6 - Grounds and procedures for discipline and/or termination of regular/classified (not including at will/unclassified) employees are as outlined in the following City of Jackson Rules of Conduct:

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RULES OF CONDUCT

Applicable to all Michigan Association of Public Employees and non-union employees except at will/unclassified employees.

Section 1. For violations of any of the following rules an employee shall be subject to severe discipline up to and including discharge:

A. Refusal to comply with supervisor's instructions or other insubordinate conduct.

B. Gross neglect of duty.

C. Immoral or indecent conduct.

D. Intentional falsification of employer's records.

E. Knowingly making the time card of another, having one's time card marked by another or unauthorized altering of a time card.

F. Theft or intentional destruction of employer's or another employee's property or removal of City property from employer's premises without authorization of the employer.

G. Unauthorized use of the employer's property (including computers and other various forms of media).

H. Sleeping on the job.

I. Drinking or possessing any alcoholic beverage on employer's time, premises or equipment or reporting to work while under the influence of alcoholic beverages. Possession or use of a controlled substance on employer's time, premises or equipment or reporting for work or working under the influence of a controlled substance.

J. Conviction of a felony while an employee of the City of Jackson.

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K. Deliberate or careless conduct endangering the safety of himself or others.

L. Damage or destruction of the employer's or public's property in excess of $500.

M. Abusive, threatening or coercive treatment of members of the public, fellow employees or supervisor.

N. Conviction of any moving traffic violation for which an employee receives 6 or more points during a 12-month period while driving the employer's vehicles.

O. Absence from work for three consecutive, regularly scheduled working days without an excuse acceptable to the employer.

P. Suspension or loss of driver's license (employees who are required to drive in the service of the employer).

Q. Sabotage.

R. Permitting any person who is not an employee to enter or ride in a City vehicle without authorization of the employer.

S. Failure to be available for emergency call to duty or failure to respond to said call.

T. Serious violation of a safety rule or safety practice.

U. Possessing, carrying or otherwise using a firearm or other lethal weapon while on duty, except as may be required of a sworn police officer.

V. Intentionally discriminating against another employee or member of the public while in the performance of one's duties, based upon a legally protected classification. (Examples: race, gender, color, ethnic heritage, disability, religion, age, height, weight.)

W. Accepting or asking for special benefits or payments from a member of the public, business, etc., to either perform required duties or to influence the manner in which duties are performed.

X. Any other offense of equal magnitude to the above.

Section 2. For the commission of the following offenses an employee shall receive a counseling memo for the first offense. For a second violation of the same rule, a written reprimand is appropriate. If an employee receives: (1) two written reprimands (for the same or different offenses) within a period of twelve (12) consecutive months; or (2) discipline under Section 1 of these rules and one written reprimand under this section (within a period of twelve [12] consecutive months); or (3) two written reprimands or disciplinary suspensions (for the same or different offenses) within a period of eighteen [18] consecutive months, such employee shall thereupon be subject to discharge upon commission of the third offense.

A. Late to work without an excuse acceptable to supervisor.

B. Carelessness which necessitates the scrapping or repairing of employer's equipment or property or unintentional damage or destruction of the employer's or public's property of less than $500.

C. Inattentiveness to work, failing to start work at the designated time, quitting work before proper time or leaving the job during the working hours without permission of the supervisor. Inattentiveness to work includes lack of productivity, use of work time to perform personal business, unreasonable use of phones (work or personal) during work hours for personal calls, playing computer games outside break or lunch periods, etc.

D. Smoking in unauthorized areas.

E. Minor violations of safety rules or safety practices.

F. Failure to report to work without giving the employer advance notice unless it was impossible to give such advance notice.

G. Creating or contributing to poor housekeeping in the building or equipment of the employer.

H. Vending, soliciting or collecting contributions on the employer's time or premises without written authorization from the employer.

I. Posting, removing or defacing any matter on the employer's bulletin board or property without authorization from the employer.

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J. Failure to perform work as instructed in an efficient and timely manner. Poor workmanship.

K. Accepting gratuities inconsistent with the City's ethics ordinance, but not arising to the level of the violation referred to in Section 1. W., above.

L. Any offense of equal magnitude to the above.

REF: (1) Article XI, Section XI-4, F. Rate of Pay Upon Demotion.

(2) Any absence without leave shall be handled in accordance with Article XV-8, Absence Without Leave.

(3) Administrative Regulation No. 29, Drug Policy.

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ARTICLE XV - VACATION AND OTHER LEAVE TIME

Section XV-1. Vacation Leave.

A. Crediting Employees with Vacation.

1. Effective December 31, 2015, Classified officers or employees in the City service, not covered by a labor or at will employment agreement, except temporary, part-time and seasonal employees, and except as described in Section A.2. or A.3 below, shall be allowed vacation leave with pay as follows:

Years of Service	Vacation Accrued Each Year
First year through four plus years	Two (2) calendar weeks per year
Five (5) years (starting with the calendar year in which they attain such service)	Two (2) calendar weeks and two (2) days per year
Seven (7) years (starting with the calendar year in which they attain such service)	Three (3) calendar weeks per year
Ten (10) years (starting with the calendar year in which they attain such service)	Four (4~~3~~) calendar weeks ~~and three (3) days per year~~
Fifteen (15) years (starting with the calendar year in which they attain such service)	Four (4) calendar weeks per year
Twenty (20) years (starting with the calendar year in which they attain such service)	Four (4) calendar weeks and three (3) days per year

2. All Unclassified employees within one of the positions listed in Section VI-2.A. as of December 31, 2015, and certain other salaried, professional positions as may be designated by the City Manager at the time of hire or promotion, shall be allowed vacation leave with pay as follows, unless specified by an At-Will Contract:

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Years of Service	Vacation Accrued Each Year
First partial year of service, through December 31 of the same year	Prorated portion of four (4) calendar weeks
First full calendar year through four plus years	Four (4) calendar weeks on January 1
Five years (starting with the calendar year in which they attain such service)	Five (5) calendar weeks on January 1

3. For Classified and Unclassified officers or employees in the City service hired, transferred or promoted on or after January 1, 2016 with a Class title listed in Section V-2 A, B, C and Section VI-2 A and C of the Personnel Policy not covered by a labor or at will/fringe employment agreement, except temporary, part-time and seasonal employees shall be allowed vacation leave with pay as follows:

Years of Service	Vacation Accrued Each Year
First ~~After first~~ year to year two (2)	Eighty~~Forty~~ (80~~40~~) hours per year
Years two (2) through four (4)	Ninety-six ~~Sixty~~ (96~~60~~) hours per year
Years five (5) to year seven (7)	One hundred twenty (10~~0~~20~~9~~) hours per year
Years seven (7) to year ten (10)	One hundred forty-four ~~twenty~~ (144~~20~~) hours per year
~~Years ten (10) to year fifteen (15)~~	~~One hundred forty (140) hours per year~~
Years ten~~fifteen~~ (10~~15~~) to year thirty (30)	One hundred sixty (160) hours per year
Years 30 and beyond	One hundred sixty~~eighty~~ (168~~0~~) hours per year

4. Vacation credit for Classified employees described in Section A.1 shall accrue at the rate of one-half (1/2) of the employee's current annual vacation leave for each six (6) months of continuous service. In January of the employee's fifth year of service, vacation begins to be credited on an annual basis. Employees are then treated as five-year employees regardless of whether they have actually reached their five-year anniversary. The 500 hour rule (see E.2.) applies.

5. Vacation credit for Classified and Unclassified employees described in A.3 shall accrue as a prorated portion of the employee's current annual vacation leave on January 1 of each calendar year. The 500 hour rule (see E.2.) applies.

B. Vacation Carryover. An employee covered by Section A.1 with less than seven (7) years of service shall be entitled to accumulate not more than one (1) calendar week in addition to his/her current annual vacation allowance unless said employee is covered under separate contract An employee covered by Section A.2 and A.3 without regard to years of service, and employees covered by Section A.1 with seven (7) or more years of service, shall be entitled to accumulate not more than two (2) calendar weeks per year cumulative in addition to his/her current annual vacation allowance. Carry-over of vacation accrual in excess of these

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amounts will only be upon written authorization of the City Manager. Appointed City officials (City Assessor, City Attorney, and City Manager) shall be allowed to maintain up to twelve (12) calendar weeks in their vacation bank and may annually carryover four (4) weeks until that amount is reached. Any carryover in excess of twelve (12) weeks by the City Assessor and City Attorney must be approved by the City Manager. All other employees are limited to a maximum carryover of eighty (80) hours from one year to the next.

In the event that an employee has been unable to use his/her accrued vacation during the calendar year and has more than the allowable yearly carryover, the employee may submit a written request to the City Manager to be compensated for the unused vacation bank hours, subject to the following conditions: (1) the request for compensation in lieu of vacation will indicate the employee was not able to schedule the vacation consistent with work demands or scheduling problems; (2) the department head will approve the payment; (3) no vacation leave hours will be compensated within the yearly allowable carryover amount for non-appointed officials; (4) the maximum vacation hours that will be converted to a wage payment will be eighty (80) per year for full-time non-appointed employees and one hundred and sixty (160) per year for appointed officials; and any hours in excess of the allowable carryover and allowable compensation for hours in excess of carryover will be forfeited by the employee.

C. Vacation Use and Scheduling. Vacation leave may normally be granted in periods of not less than one (1) week and not more than the maximum accumulation allowed. Vacation use of less than a full week will be considered by department heads on a case by case basis, and will not be unreasonably denied. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

Department heads shall schedule vacation leave with particular regard to seniority of employees and in accordance with operating requirements and, insofar as possible, with the written request of the employees. Department heads shall prepare such reports of leave taken as may be required by the City Manager.

Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave. Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

Vacation Pay Out Upon Termination of Employment.

1. If an employee covered by Sections A.1., A.2, and A.3., with less than five (5) years of service, who is otherwise eligible for vacation with pay, quits or is discharged and is not reinstated on or after the anniversary date upon which the employee qualified for such vacation with pay without having received the same, such employee will receive, along with his/her final paycheck, the vacation pay for which the employee qualified as of such anniversary date. If such employee quits or is discharged prior to the anniversary date upon which he would have qualified for vacation with pay, the employee will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

2. Employees covered by Sections A.1., A.2. and A.3 with five (5) or more years of service are eligible to use vacation and/or receive a lump sum pay out for vacation

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in the employee's final year of service (whether terminating or retiring), subject to the employee being physically present and working at least five hundred (500) hours during said year. If said employee takes vacation during the final year and leaves employment of the City without working the required five hundred (500) hours, any vacation paid to the employee shall be deducted from the employee's final wages or other payoffs.

Section XV-2. Sick Leave. Effective with the initial date of employment, every officer and employee, not covered by a labor agreement, in the City Service, except temporary, part-time and seasonal employees, shall be granted one (1) work day sick leave allowance for each completed calendar month of service, during which the employee has actually worked or been on approved leave with pay. However, those on sick leave exceeding one hundred twenty (120) hours per month, shall not accumulate sick leave during the applicable months.

Such sick leave allowance may only be used by an employee when incapacitated to perform his/her duties due to sickness or injury, when quarantined, or in the event of serious illness or death in the employee's immediate family. All foreseeable leave for such purposes shall require specific prior approval of the Department Head. In the event of sick leave for any purpose, the Department Head may require a certificate of a medical doctor or other competent professional individual giving information as to the circumstances involved.

The immediate family for these purposes shall be regarded to include the parents, spouse, children, brothers, sisters, grandparents, grandchildren and immediate in-laws, domestic partners, and foster or step relatives thereof.

A non-union employee shall receive the amount of pay he/she would have received on a regular eight (8) hour straight time basis for time necessarily lost during his/her normal scheduled work week, not to exceed three (3) days, to make arrangements for and to attend the funeral of a member of his/her immediate family. Additional days may be allowed upon approval of the Director of Human Resources and said additional days shall be deducted from sick leave.

The City's sick leave policy is compliant with the State of Michigan Earned Sick Time Act, MCL 408.964, Sec. 4, as amended, which provides that sick time allowance may be used for the following reasons:

- The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

- The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.

- If the employee or the employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim service organization; to relocate due to

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domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- For closure of the employee's primary workplace by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Upon retirement or voluntary resignation and after no less than three (3) years of continuous service, non-union employees may be paid for unused sick leave as follows:

Date of Hire	Maximum Number of Days (up to)
On or Before June 30, 1990 AND Regardless of hire date, all those with an at will employment agreement and titled as a Department Head of above	90 days
July 1, 1990 through June 30, 1995	70 days
July 1, 1995 through June 30, 2000	50 days
July 1, 2000 through June 30, 2005	30 days
July 1, 2005 through June 30, 2010	20 days
July 1, 2010 through June 30, 2015	10 days
On or After July 1, 2015	5 days

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Unless otherwise provided by contract (employment or union), this provision shall only apply to persons who retire, are eligible for immediate pension benefits, voluntary retire or resign as noted above.

Employees not covered by a labor agreement shall be paid, in cases of duty-related death, an amount equal to fifty percent (50%) of salary for unused sick leave with a maximum of up to one hundred eighty (180) days' accumulation. Such benefits shall be payable to the employee's designated beneficiary or, where such beneficiary has not been designated, to the personal representative of the employee's estate.

Effective July 31, 2000, employees not covered by a labor agreement, who are eligible to accrue sick leave and who have a sick leave balance, may use up to sixteen (16) hours of accrued sick leave per fiscal year to attend to personal business and/or civic functions. (Such time shall not be used for vacation, recreation or similar purposes.) Requests to schedule sick leave for personal business will generally be made in advance and are subject to department head approval. There shall be no carryover of unused personal business use of sick leave from one fiscal year to another fiscal year.

Additionally, effective August 1, 2015, all future sick leave banks shall be capped at 1,440 hours (180 days) for those with less than the capped amount in their bank. Anyone who subsequently reaches

the cap shall be exempt from receiving additional sick time until their bank falls below this threshold.

Section XV-3. Family Leave Policy.

A. Purpose. To define the policy and procedure of the City with regard to family leave required by the Family and Medical Leave Act of 1993.

B. Definitions.

"*Serious health condition"* means an illness, injury, impairment, or physical or mental condition that involves continuing inpatient or outpatient care at a hospital, hospice, or residential care medical facility under the supervision of a licensed physician.

"Son or daughter" means a biological, adopted, or foster child or stepchild, or legal ward.

"Spouse" means a husband or wife; it does not mean an unmarried domestic partner.

C. Policy. Employees who have worked for the City for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave for the following reasons:

1. Birth of a child of the employee;

2. Placement of a son or daughter into the employee's family by adoption, foster care, or other legal arrangement;

3. To care for the employee's spouse, son or daughter, or biological parent who has a serious health condition; and

4. The presence of a serious health condition which renders the employee unable to perform the functions of the employee's position.

In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless the employee and the City agree in advance to such an arrangement. If both spouses are employed by the City, the combined leave for the family unit shall not exceed twelve (12) weeks.

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hour basis only if such leave is medically necessary. If intermittent or reduced hour type of leave is required, the City may in its sole discretion temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

Employees on an approved FMLA for themselves or other eligible person shall not abuse or misuse the FMLA leave or commit FMLA fraud. Any employee found to committing FMLA fraud, abuse or misuse, may be subject to disciplinary action up to and including immediate termination of their employment. For example, an employee on an approved FMLA to care for the serious health condition of their spouse, child or parent and who is discovered to be spending substantial time away from providing such care, may be considered to be misusing or abusing FMLA leave and/or

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committing FMLA fraud and may be subject to disciplinary action up to and including immediate termination of their employment.

During a family leave, the City will continue to pay its portion of the health insurance premiums covering the employee and his/her family. The employee must continue to pay his/her share of this premium, if applicable. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or the failure to return is due to circumstances beyond the control of the employee. While on family leave under this policy, the employee shall not accrue vacation pay, sick pay, pension, service credit, or seniority. Employment benefits accrued by the employee up to the day on which the family leave begins will not be lost.

Use of leave banks:

(1) Health Related Leaves: Unless the employee is eligible for benefits pursuant to the Worker's Compensation Statute, in all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations, the employee shall be required to use his/her unused sick leave credits. If the employee uses all his/her accrued sick leave while absent or does not have any unused sick leave credits, the employee must then use his/her accrued unused vacation time off until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work. Use of such paid leave time shall be concurrent with the twelve week FMLA benefit period.

(2) Parental Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary), the employee will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use his/her accumulated vacation days until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work. Use of such paid leave time shall be concurrent with the twelve week FMLA benefit period.

(3) Medical verification: For all qualifying absences involving the serious health condition of the eligible employee or his/her family member, the terms of the Family and Medical Leave Act will be assumed to be effective for absences of more than three (3) consecutive days. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job.

NOTE: The Family Leave Policy does not override any less restrictive labor agreement provisions regarding the use of vacation/sick time.

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Employees who return to work from family leave within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Applications for family leave must be submitted in writing. Applications shall be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if thirty (30) day notice is not possible. Appropriate forms supported by adequate medical or other necessary documentation must be submitted to the Personnel Department to initiate a family leave or to return the employee to active status.

Section XV-4. Disability Leave. Any appointed official, officer or employee of the City who suffers an injury or illness as a result of a service-connected accident or condition may be granted, upon proper authorization by the City Manager, leave with full pay for a period not to exceed three (3) calendar months for each incident; provided, however, that such period of time may be extended up to an additional nine (9) calendar months at the discretion of the City Manager. The City Manager's discretion will be predicated upon satisfactory medical evidence secured by the City.

Provided, further, that a deduction in the pay granted under this section may be made to the extent of any sums the appointed official, officer or employee may receive from any workers' compensation fund to which the State, County or City contribute. In the event of service-connected illness or injury resulting in extended absence, the employee may elect to supplement any Workers' Compensation benefits to which he is entitled by use of ordinary sick leave credit and vacation leave credit to the maximum extent of such credit.

Section XV-5. Military Leave. Any employee who presents official orders requiring his/her attendance for a period of training, examinations, or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

Section XV-6. Special Leave.

A. In addition to leaves authorized above, a Department Head may authorize an employee, not covered by a labor agreement, to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year. The City Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for purposes that are deemed beneficial to the City Service.

The City Council, upon the recommendation of the City Manager, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City Service.

B. Jury Duty. An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury

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duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

C. Court Witness.

1. When a non-union non-exempt employee, as a result of performing his/her duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for the actual time necessarily spent at the court or before the administrative agency at time and one-half (½) his/her hourly rate of pay. As a condition of receiving such payment, the employee shall assign the court or administrative agency appearance fee to the City of Jackson.

2. When a non-union exempt employee, as a result of performing his/her duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency, the employee shall be paid actual straight time. The exempt employee may retain the court or administrative agency appearance fee.

3. When a union employee, as a result of performing his/her duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid according to the appropriate union labor agreement.

Section XV-7. Absence without Leave. An officer or employee, who is absent from duty, shall report the reason therefore to his/her supervisor prior to the date of absence when possible and in no case later than noon of the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence.

Such absence may be made the grounds for disciplinary action up to and including discharge. If an employee is absent without leave for three (3) or more regularly scheduled working days, said employee shall be terminated from employment unless said employee presents a justifiable reason acceptable to the City Manager. Any exceptions may be made in the discretion of the City Manager if extenuating circumstances or an emergency made said notification impossible.

REF: (1) Article VIII, Length and Continuity of Service.
(2) Sick Leave Policy, Administrative and Supervisory Personnel (Admin. Rule No. 30)

ARTICLE XVI - HOLIDAYS

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Section XVI-1.

A. All regular, full-time employees not covered by a labor agreement shall receive their regular compensation for the following legal holidays or parts thereof:

Day	Month	Holiday
1st	January	New Year's Day
3rd Monday	January	Martin Luther King Day
3rd Monday	February	President's Day
Friday (immediately preceding Easter)		Good Friday
Last Monday	May	Memorial Day
19th	June	Juneteenth
4th	July	Independence Day
1st Monday	September	Labor Day
11th	November	Veteran's Day
4th Thursday	November	Thanksgiving Day
Friday (immediately after Thanksgiving)	November	
24th	December	Christmas Eve Day
25th	December	Christmas Day

If a holiday falls on an employee's regularly scheduled day off, the employee shall celebrate such holiday on his/her closest regularly scheduled working day. If a salaried employee other than a Department Head or Assistant Department Head is required to work on such holiday, such work shall be treated as overtime work, to be compensated for at two (2) times regular rate of pay in addition to holiday pay.

In addition to the above, any day may be designated as a holiday by proclamation of the Mayor, upon the approval of the City Council.

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B. An employee shall forfeit his/her right to payment for any such holiday if he/she has an unexcused absence on his/her last regularly scheduled work day preceding such holiday or on his/her first regularly scheduled work day following such holiday.

C. Part-Time Employees and Paid Holidays – Part-time employees are defined as those working in regularly budgeted positions which work year-round and work on average of 29 hours per week are not eligible for paid City holidays. Department heads may adjust the part-time employee's work hours/days during holiday weeks, at their discretion based upon operational needs, but such adjustment is not mandatory and such adjustment may not exceed the budgeted hours for the position. Seasonal and temporary workers are not eligible for paid City holidays.

ARTICLE XVII - INSURANCE

Section XVII-1. Health Insurance Benefits. The City may in its sole discretion choose to offer a single health insurance plan or a variety of health insurance plans to eligible full-time employees.

The plan year runs from July 1 to June 30. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree. The City retains the right to change active employee/retiree insurance providers and active employee/retiree health insurance plan design for all non-union active employees and non-union retirees, regardless of dates of retirement or employment. Substantive changes in the City's health insurance plans (i.e., dependent coverage, elimination/addition of a benefit, etc.) shall be submitted by City administration to City Council for review and adoption. This applies to all non-union active employees and non-union employees retiring from any City sponsored pension systems.

Section XVII-2. Health Insurance Credits. Effective July 1, 2016, non-union full-time officers or employees in the City Service, not covered by a labor agreement, except temporary, seasonal and part-time employees, shall be provided an amount not to exceed seven hundred ($750) dollars in any given fiscal year, for the employee, his/her spouse and dependent children for dental and/or vision insurance expenses. In addition, the above-mentioned employees will receive the following insurance credits not to exceed their eligible coverage levels: Single - $1,500; Two Person - $1,850 and Family - $2,200 in any given fiscal year, for the employee, his/her spouse and dependent children under age 26 for health insurance expenses. In the event the employee selects to opt-out of any combination of health, dental and/or vision coverage, the employee will receive the opt-out balance, prorated and paid on a bi-weekly basis. There shall be no carryover of unused benefits from any fiscal year to another. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

Section XVII-3**.** Life Insurance. Administrative and Supervisory Employees in the City Service, not covered by a labor agreement, except temporary, part-time and seasonal employees and the Director of Police and Fire Services, Deputy Police Chief, and Deputy Fire Chief (Ref: Article XVI, Section XVI-6), shall be provided a term life insurance equal to one times their annual earnings, but in no case shall it be less than $30,000.00 or more than $125,000, and rounded to the next highest multiple of $1,000 and at no cost to the employee. There is an additional provision for payment of double face value for accidental death benefits and benefits for dismemberment. Furthermore, all employees with at will employment agreement which guarantee a higher dollar value paid for by the City shall be allowed to maintain such coverage at their own cost.

Section XVII-4**.** Medical, Surgical, Hospitalization and Prescription Drug Insurance. Medical, surgical and hospitalization and prescription drug insurance shall be provided to all non-union employees, including the Director of Police and Fire Services, Deputy Police Chief and Deputy Fire Chief in accordance with this Personnel Policy and shall not be tied to any collective bargaining agreement.

A. Current Officers and Employees**.** It is the current intent of the City to provide for current full-time regular employees or full-time officers in the City service, who are not covered by a labor agreement, a medical, surgical, prescription drug and hospitalization insurance plan of the City's choosing. Such health insurance plans may be modified, changed or discontinued altogether at the City's discretion. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). Such benefits are not provided to temporary, part-time and

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seasonal employees. Non-union employees eligible for such health insurance plans are required to pay no less than twenty (20%) percent of premium share for such coverage. However, the following exceptions apply:

1. ~~1.~~ Wellness Incentive Program. . All employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a tobacco free workforce. Unless an employee chooses to opt out of the program all employees shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). Tests shall be administered between May and July of EACH calendar year for the purposes of determining the employee Illustrative cost. The employer shall also have the ability to administer a random test at any time. A positive test is a result of 20ng/ml or greater. A positive urine test result, along with all those choosing to opt out, will result in having to pay an additional amount of 30% towards that year's health insurance illustrative cost: Commencing May 2022, all employees choosing to participate in family or two person health insurance coverage are required to have any spouse covered by City health insurance comply with the above referenced testing. If the spouse covered by City sponsored healthcare, tests positive under the same guidelines and criteria as stated in Article XVII, the listed health insurance illustrative cost shall be in effect. Nicotine test for spouse will be paid for by the employer, at a test site determined by the employer. An Employer sponsored smoking tobacco cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee and spouse covered by City health insurance, will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager.

~~Effective July 1, 2015 all City employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a smoking free workforce. Unless an employee choses to opt out of the program in exchange for paying a higher percentage of their healthcare premium, all employees shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). Annual tests shall be administered between May and July of EACH calendar year. The employer may retest any employee at any time.~~ Upon receiving a negative test result (i.e. no cotinine), employees will be entered into the reimbursement program for a one (1) year individual membership at the gym of their choosing in an amount up to their actual costs but not to exceed $60/month. ~~However, a positive test result (along with all those choosing to opt out) will result in having to pay the following additional amount towards that year's health insurance premium:~~

~~Fiscal Year 2017/2018 + 15%~~
~~Fiscal Year 2018/2019 + 25%~~
~~Fiscal Year 2019/2020 + 30%~~
~~Fiscal Year 2020/2021 + 35%~~
~~Fiscal Year 2021/2022 + 40%~~

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An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager. Additionally, employees seeking eligibility for the gym membership will only be reimbursed up to $60/month after demonstrating via a facility usage report no less than fifty-two (52) visits every six (6) months during the fiscal year or prorated for the duration of their 6 month period.

Commencing January 1, 2018 all employees choosing to participate in family health insurance coverage are required to have individual family members covered by City health insurance comply with the above reference testing provided said individuals/s are at least 18 years of age. Additionally, all rules regarding wellness program still apply. All persons who retired on or after January 1, 2017 and family members eligible for City paid healthcare insurance shall also comply with testing and co-pay requirements of the wellness program.

2. In the event of non-duty disability leave of absence of an employee with resulting incapacity to work, the Employer will continue to pay its portion of premiums (with the employee paying at least twenty (20%) percent) of said insurance and on the insurance provided for in Article XVII, Section XVII-3, above, hereof only for the period of time equal to such employee's accrued sick leave or for a period of six (6) months during disability, whichever is the greater.

~~Effective December 11, 2012, for all benefit eligible non-union employees, if a non-union employee's spouse who is a full-time employee with another employer has medical coverage available with his/her own employer's plan, they cannot be covered under the City of Jackson's health insurance plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source. Benefit eligible non-union employees may have their dependent children under twenty six (26) years of age covered by the City of Jackson's health insurance plan.~~ Spouse Healthcare Eligibility – For all benefit eligible employees, if a member's spouse who is a full-time employee with another employer and who is eligible for medical coverage under his/her own employer's plan but elects not to enroll in that plan even if they have to pay for coverage, is NOT eligible for coverage under the City of Jackson's plan, except as provided as follows. A member's spouse may be put on the City of Jackson's plan as secondary, once a copy of the primary insurance cards are received by the City of Jackson. If the premium share of the spouse's costs for their own employer's health insurance plan is more than $1800 annually for single coverage or more than $2400 annually for two person or family coverage, effective July 1, 2012, the spouse is not required to enroll in their employer's plan and shall be covered under the City of Jackson's plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source.

B. Duty Disability Retirees. Duty disability retirees are defined as those who are totally physically disabled to work, or who subsequently become totally physically disabled to work as a result of an illness or injury sustained in the course of their duties while employed by the City of Jackson and are eligible for immediate pension benefits pursuant to a City of Jackson Retirement Plan. The City reserves and retains the unilateral right to amend, modify,

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change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in- lieu of health benefits for any non-union employee or non-union retiree (if eligible). Non- Union Employees hired on or after December 11, 2012 shall participate in the Retiree Health Savings Account and shall not be eligible for traditional retiree health insurance plans. Non- Union employees hired before December 11, 2012 in a City sponsored the pension plan who retire on or after February 1, 2013 as a duty-disability retiree, may be eligible for retiree health insurance. Such insurance may also cover the spouse to whom the retiree is married to at the time of retirement if such spouse meets the City's spouse health insurance eligibility requirements and the insurance will cover the dependent children under twenty (26) years of age. The duty-disability retiree who retires on or after February 1, 2013, must pay a portion of the retiree health insurance premium as follows: Duty-disability retirees must have at least fifteen (15) years of service to be eligible for retiree health insurance and the retiree must pay the percentage of the premium share for retiree health insurance as is codified in Tables A B, or C in the Non-Duty Disability and Service Retiree sub-section in this Article. An employee who retires on a duty disability pension on or after July 1, 1979 and subsequently ceases to be covered by the City's insurance because of his/her employment or his/her spouse's employment and resulting insurance may upon termination of such coverage elsewhere, reenter the insurance coverage as specified in this section. If a retiree who is receiving retiree health insurance should expire, the retiree's surviving eligible spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefits. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis and only applicable until the surviving spouse and/or/dependent children have other health care benefits for which they are eligible. The applicable retiree and City premium share contributions shall continue in such cases where said survivors are eligible per policy.

C. <u>Non-Duty Disability and Service Retirees</u>.

1. General: Non-Union Employees hired on or after December 11, 2012 shall participate in Healthcare Savings Plan (HCSP) and shall not be eligible for traditional retiree health insurance plans. The City will provide access to retiree health insurance for non-union employees hired before December 11, 2012, defined in Article XVII, Section XVII-4.A., above, and who are members of a City sponsored pension plan, when they become non-duty disability and retirees according to the following tables [including their spouses at the time of retirement (assuming their spouse meets the City's eligibility requirements and their dependent children under twenty-six (26) years of age], and as otherwise provided in this section. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). The non-duty, duty-disability retiree or service retiree eligibility and retiree health insurance premium share contributions are as follows:

a. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012 and who retire by or on March 31, 2017 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table A below:

TABLE A

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Non-Union Full Time City Retiree Eligibility for Retiree Health Insurance	Retiree Premium Share
Must have 30 yrs. of full time City service and be at least age 58 at the time of retirement to be eligible for retiree health insurance (service retirees), or	20%
Must have 27 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees), or	30%
Must have between 20 - 26 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees)	35%
Must have at least 15 yrs. of full time City service as of December 11, 2012 and be at least age 62 at the time of retirement to be eligible for retiree health insurance (service retiree)	40%
Duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance	25%
Non-duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance	45%

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b. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012 and who retire between December 1, 2017 and December 31, 2025 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table B below:

TABLE B

Non-Union Full Time City Retiree Eligibility for Retiree Health Insurance	Retiree Premium Share
Must have 30 yrs. of total full time local government service with at least 5 years as a full time employee of the City of Jackson and reach age 56 years of age to be eligible for retiree health insurance, unless as noted below, or	20%
Must have 27 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees), or	30%
Must have between 20 - 26 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees)	35%
Must have at least 15 yrs. of full time City service as of December 11, 2012 and be at least age 65 at the time of retirement to be eligible for retiree health insurance (service retiree)	40%
Duty disability retiree, must have at least 15 yrs. of full time City service to be eligible for retiree health insurance	30%
Non-duty disability retiree, must have at least 20 yrs. of full time City service and 60 years of age to be eligible for retiree health insurance	50%

Footnote: Any employee with no less than 30 years of full time City service (non-reciprocal) as of April 1, 2016 who as of that date does not receive City health insurance may retire any point thereafter with the ability to receive City sponsored retiree health care upon loosing coverage from a spouse. If said employee enters the City's health insurance plan between age 55 and 58 the premium share contribution would be 35%, if between age 59 and 61 the premium share would be 30% and after the age of 62 it would be 20%.

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c. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012 and who retire on or after January 1, 2026 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table C below:

TABLE C

Non-Union Full Time City Retiree Eligibility for Retiree Health Insurance	Retiree Premium Share
Must have 36 yrs. of total full time local government service with at least 10 years as a full time employee of the City of Jackson and reach 60 years of age to be eligible for retiree health insurance, or	20%
Must have 36 yrs. of full time local government service with at least 12 years as a full time employee of the City of Jackson and reach age 58 to be eligible for retiree health insurance, or	22%
Must have 34 yrs. of total full time local government service with at 5 years as a full time employee of the City of Jackson and reach age 60 to be eligible for retiree health insurance, or	25%
Must have 32 yrs. Of total full time local government service with at 20 years as a full time employee of the City of Jackson and reach age 64 to be eligible for retiree health insurance (service retirees), or	35%
Must have 30 years of full time City service ad be at least age 62 at the time of retirement to be eligible for retiree health insurance (service retirees), or	25%
Must have 27 yrs. Of full time City service and be at least age 62 at the time of retirement to be eligible for retiree health insurance (service retirees), or	30%
Must have between 20 - 26 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees)	35%
Duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance	40%
Non-duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance	50%

Full time Local Government Service shall mean full time work performed or pension service held for a city, village, township, county, or a subdivision thereof. (Jackson Housing Commission Employees are not eligible for City Healthcare Benefits)

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d. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table D below:

TABLE D

Non-Union Full Time City Retiree Eligibility for Retiree Health Insurance	Retiree Premium Share
Prescription drug coverage limited to only three (3) years from retirement or until Medicare eligible, (whichever is less). After three (3) years, the non-union retiree may have access to prescription drug coverage but must pay 100% of the premium unless an employment agreement states otherwise. The latter is at the discretion of the City Manager but is only applicable for Department heads and above.	Retiree must pay the same premium share percentage for prescription drug coverage as they pay for retiree health insurance coverage. When such retired employee reaches an age or otherwise becomes eligible for Medicare coverage, the City shall pay a maximum of $325 per month for the retiree or $450 for the retiree and spouse to purchase Medicare supplemental and prescription drug coverage and the retiree (and spouse at such time as they reach age 65) shall be removed from the City's insurance plan upon reaching age 65.

New Non-Union Employees Hired On or After December 11, 2012 - Eligible for Healthcare Savings Plan (HCSP) Only. No retiree health insurance shall be offered. City contributes $1,750/yr., with $100 inflationary adjustment every five (5) years. Employee contributes $750/yr., with $50 inflationary adjustment every five (5) years. Non Union Supervisory Contractual Employees hired on or after December 11, 2012 – Eligible for Healthcare Savings Plan Only. No retiree health insurance shall be offered. City contributes $3,000/yr., with $100 inflationary adjustment every five (5) years. Employee contributes $350/yr., with $50 inflationary adjustment every five (5) years.	NA
Medicare Eligibility – City to pay maximum of $325 per month for retiree or $450 for retiree and spouse to purchase Medicare supplemental and prescription drug coverage upon reaching Medicare age shall be removed from City's insurance plan at that time.	Retiree responsible for securing their own Medicare supplemental and prescription drug coverage with the City providing partial stipend as noted.

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Non-Union ACT 345 managers (including the classifications of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division) shall remain in the ACT 345 pension system and may be eligible for retiree health insurance. Active employees hired before July 1, 2012 and working in or promoted into a non-union ACT 345 manager classification ~~on or after November 1, 2015~~ will be eligible for retiree healthcare and the retiree premium share shall be in accordance with the table below. Such insurance may also cover the spouse to whom the retiree is married at the time of retirement if such spouse meets the City's spouse health insurance eligibility requirements and the insurance will cover the dependent children under twenty (26) years of age.

Years of Service	Retiree Healthcare Premium Share
25~~-29~~	30~~40~~%
~~26~~	~~37%~~
~~27~~	~~35%~~
~~28~~	~~32%~~
~~29~~	~~30%~~
30	20%

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Non-Union Retirements On or Before December 2012 – Non-union employees in a City sponsored pension plan who retire ON OR BEFORE December 11, 2012, or who retire between December 11, 2012 and January 31, 2013, shall pay 10% of the retiree health insurance/prescription drug/Medicare supplement premium share effective July 1, 2013; shall pay 15% of the retiree health insurance/prescription drug/Medicare supplement premium share effective 7/1/2014; and shall pay 20% of the retiree health insurance/prescription drug/Medicare supplement premium share effective July 1, 2015. Such retirees who are paying 20% or more for retiree premium share will continue pay at that premium share level. Such retirees will also have their Medicare stipend paid by the City amended to $325 per month for retiree or $450 for the retiree and spouse effective February 1, 2013. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

~~2.~~ Employees who terminate service before they are eligible to receive a City of Jackson service retirement pension, for a reason other than disability, (i.e., "deferred retirees") are not eligible to participate in any health insurance plan provided by the City to its retirees until the date in which they can draw retirement benefits. To be eligible for health insurance benefits as a service retiree, non-duty disability retiree or duty- disability retiree, the employee must acquire the minimum years of service credit as stipulated in the relevant sections of this

policy, excluding service credit earned pursuant to the application of the Reciprocal Retirement Act (MCL 38.1101, et seq.) and excluding service time purchased pursuant to the Employee Retirement System ordinance (Jackson City Code, 2-501, et seq.).

The applicable insurance coverage and the City's liability to pay its portion of the premium shall cease if the retired employee accepts employment with another employer who provides health insurance coverage or if the retired employee's spouse is/was employed and the spouse's employer provides health insurance coverage. An eligible retiree may reenter the City-provided insurance program if he/she discontinues City-provided insurance because he/she was eligible for insurance coverage through his/her employment or his/her spouse's employment, and such other insurance coverage is subsequently terminated.

If a retiree who is receiving retiree health insurance should expire, the retiree's surviving eligible spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefits. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis. The applicable retiree and City premium share contributions shall continue in such cases.

~~3.~~ NON-UNION RETIREE PRESCRIPTION DRUG COVERAGE - Effective August 13, 2013, all non-union pre-age 65 non-Medicare eligible retirees (all retirement categories, i.e., service, duty-disability, and non-duty disability retirees) who retired on or after August 13, 2010, shall at the conclusion of the three years of City-provided prescription benefit coverage, have access to the City's retiree prescription drug benefit plan with the non-union retiree paying 100% of the cost until such time as they are Medicare-eligible.

Effective July 1, 2021 all Non-Union ACT 345 managers (including the classifications of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division) who retired on or after August 13, 2010, shall at the conclusion of the five years of City-provided prescription benefit coverage, have access to the City's retiree prescription drug benefit plan with the non-union retiree paying 100% of the cost until such time as they are Medicare-eligible.

The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

4. NON-UNION RETIREE OPT-OUTS (Cash-in-lieu) OF RETIREE HEALTH INSURANCE - Effective February 6, 2013, all non-union employees eligible for retiree health insurance, regardless of date of retirement, who are pre-age 65, who must opt-out if they have other comparable coverage available to them, will receive the following opt-out payment: Single opt-out is $2,500 per year; Two-person opt-out is $2,850 per year, or Family Opt-out is $3,200 per year. The annual opt-outs are prorated and paid on a per month basis. This applies to non-union employees retiring from the City under any City sponsored pension systems. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

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Section XVII-5. Long Term Disability. The City agrees to furnish and pay for the cost of a Long Term Disability Policy for all employees effective July 1, 1997, or as soon thereafter as processing will allow. The benefit level shall be sixty percent (60%) of each employee's salary, with a benefit duration to age 65, and shall include a ninety (90) day elimination period. Such policy shall be "guaranteed issue," subject to the 3/12 preexisting condition clause, with the exact terms and conditions of the policy subject to availability within the market place.

Section XVII-6. Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division. Wages, benefits, and terms and conditions of employment for the positions of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division shall be in accordance with this Personnel Policy and shall not be tied to any collective bargaining agreement. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

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ARTICLE XVIII – WORKERS' COMPENSATION ADMINISTRATIVE PROCEDURES

All workers' compensation claims as submitted by City employees shall be processed under the guidelines of the Michigan Workers' Compensation Act.

Section XVIII-1 - Reporting of Incidents. When an employee is injured, the employee's supervisor or department representative shall contact the Personnel and Labor Relations Department via telephone. The Human Resources Department will contact the medical clinic to give authorization for treatment and let them know that the injured employee will be coming in. If an employee is injured after hours when the clinic is not open, the employee may be taken to the hospital for treatment. The department will then notify the Human Resources Department of the injury via telephone on the first working day following the incident.

Section XVIII-2 - Life-Threatening Injuries. When an employee is involved in a serious or life-threatening injury, he/she will be transported immediately to the hospital. The employee's department will notify Human Resources as soon as possible following the incident.

Section XVIII-3 - Written Employee Incident/Injury Report. A written "Incident/Injury Report" shall be completed by the employee's department and forwarded to the Human Resources Department within five (5) working days of the incident. This report is needed in order to assure a timely filing of the workers' compensation claim with the insurance company.

Section XVIII-4 – Employee's Time off Due to Injury/Illness. The employee and/or department shall keep the Human Resources Department up-to-date on the following: Time off work due to workers' compensation injury/illness; return to work date; and days worked on light duty.

Section XVIII-5 - Prescriptions for Work-Related Injuries. Not all pharmacies will accept workers' compensation claims. Employees should contact the Human Resources Department for a referral to an appropriate pharmacy.

Section XVIII-6 -Medical Reports/Bills - The original of all medical reports and bills for services shall be forwarded to the Human Resources Department which will in turn forward same to the workers'

compensation insurance carrier. Employees are responsible for informing any medical provider that an incident is work related. Work related incidents shall not be charged to an employee's health care insurance (i.e., BC/BS or HMO).

REF: ARTICLE XV, Section XV-4 - Disability Leave.

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ARTICLE XIX - PERSONALLY OWNED AUTOMOBILE

Section XIX-1. Automobile Allowance. An officer or employee of the City who is required and specifically authorized by the City Manager to use his/her personally-owned automobile in the conduct of City business shall be paid, therefore, in accordance with Administrative Regulations as established by the City Manager. The City Manager may, at his/her discretion, increase the mileage allowance to equal, but not exceed, any mileage allowance determined by the Internal Revenue Service as an appropriate amount for tax purposes.

ARTICLE XX – HARASSMENT

Section XX–1. Policy Against Harassment. All City employees and potential employees are entitled to be treated with dignity and respect in the workplace. More specifically, City employees and potential employees are entitled to work in an environment that is free of intimidation, humiliation, insult and offensive acts or speech based on race, color, national origin, religion, age, gender, disability, pregnancy, height, weight, sexual orientation, marital and other legally protected status.

Every City employee is responsible to avoid personal conduct that violates this policy, to participate in periodic training regarding prohibited harassment and discrimination, and to act to eliminate all forms of prohibited harassment and discrimination in the course of employment. In most circumstances, a City employee who believes he or she is being harassed in violation of this policy will be expected to advise the harasser that his or her conduct is offensive and/or ask that the conduct be stopped.

Every supervisor is responsible to be vigilant in identifying conduct that may reasonably be identified as prohibited harassment or discrimination within his or her area of responsibility, to coach subordinates to avoid behaviors that may reasonably be perceived as harassment or discrimination, to investigate alleged harassment or discrimination within their area of responsibility, and to take appropriate corrective action when improper harassment or discrimination has taken place.

The City administration will schedule periodic training for all employees regarding respectful workplace expectations and illegal discrimination and harassment. Allegations of illegal discrimination and harassment by and toward City employees will be investigated in a fair, impartial and expeditious manner. Supervisors and department heads who are investigating allegations of prohibited harassment or discrimination will be provided support by the Director of Human Resources and/or the City Manager/designee. In those instances in which a violation is substantiated, immediate action will be taken to remedy the situation and prevent its recurrence. Additionally, the City administration will act to prevent retaliation toward any individual who files a complaint of, or participates in an investigation related to, discrimination or harassment as defined in this policy.

Employees who violate this policy will be subject to discipline, up to and including discharge.

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Section XX–2. Definitions.

Discriminate: to base employment decisions related to opportunities, benefits, privileges, working conditions, or evaluation standards in whole or in part on the person's race, color, national origin, religion, age, gender, disability, pregnancy, height, weight, sexual orientation, marital or other legally protected status. Prohibited discrimination does *not* include some employment actions based on a protected status, such as: efforts to recruit a diverse pool of qualified applicants, accommodations made for temporary or permanent disabilities, job assignment restrictions for minors, or preferences in some positions for multi-lingual candidates.

Harass: verbal or physical conduct designed to threaten, intimidate or coerce based on a protected status. Harassment includes verbal taunting which impairs an employee's ability to perform his or her job. Examples of inappropriate verbal conduct include racial or ethnic slurs, verbal abuse or kidding of a sexual nature, including comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes," or any other tasteless, sexual comment, innuendo or action. Examples of inappropriate non-verbal and physical conduct include distribution (including by e-mail), display or discussion of any written or graphic material that ridicules, denigrates, insults or otherwise shows hostility or aversion toward an individual or group because of a protected status. Inappropriate physical conduct could include pushing, blocking or otherwise physically intimidating an employee based upon a legally protected status.

Hostile Work Environment: Conduct may produce a hostile work environment if the conduct has the purpose or effect of unreasonably interfering with an employee's work performance (e.g., reduces personal productivity or time available to work at assigned tasks) or creating an intimidating or offensive work environment.

Sexual Harassment: includes unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) the conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment (i.e., "hostile work environment"). Examples of unwelcome sexual advances include patting, pinching, pushing against, hugging, cornering, kissing, fondling, or any other similar physical contact. Examples of requests for sexual favors include subtle or blatant expectations, pressures or requests of a sexual nature.

Section XX-3. Complaint Process.

A. Reporting an Incident – Victim

When an employee believes she or he is the victim of prohibited harassment or discrimination, the employee is strongly encouraged to tell the offending party/parties that the conduct is offensive and unwelcome. In some situations, the employee will achieve his or her desired result based on this action alone. The affected employee is also strongly encouraged to document all incidents of harassment or discrimination as soon as

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practical after they occur, including identifying other possible witnesses, in order to facilitate investigation of the employee's complaint. It is helpful if the employee drafts a written complaint before speaking with a supervisor or administrator; otherwise, the employee will be required to sign a written complaint shortly after orally reporting the allegations.

The complaint may be filed with any of the following:

1. Employee's immediate supervisor
2. Another supervisor in the employee's "chain of command"
3. Employee's department head
4. Director of Human Resources
5. City Manager or Assistant City Manager/Operations
6. Michigan Department of Civil Rights
7. U.S. Equal Opportunity Commission

B. Reporting an Incident – Observer

When an employee observes prohibited harassment or discrimination toward another City employee, the witnessing employee is strongly encouraged to document all related information as soon as practical, including the identities of the victim(s) and other possible witnesses, in order to facilitate investigation of the complaint. The observer should then relay all relevant information to any of the following:

1. Employee's immediate supervisor
2. Another supervisor in the employee's "chain of command"
3. Employee's department head
4. Director of Human Resources
5. City Manager or Assistant City Manager/Operations

NOTE: Supervisors and department heads are encouraged to consult with the Director of Human Resources or the Assistant City Manager/Operations for assistance in conducting a fair and comprehensive investigation.

C. Investigation

The investigator will assist the complainant to provide a written complaint, if one has not been provided. The investigator will speak with the injured persons, identified witnesses, and the alleged wrongdoer. If available, documentary evidence will be reviewed and preserved (such as emails, video or audio tapes, cell phone records, etc.). If appropriate, the investigator will observe the area in which the alleged misconduct occurred. The investigator will summarize the findings and share them with the appropriate administrator for final action.

D. Confidentiality

Employees may request confidentiality when making an inquiry about potentially filing a complaint (so long as specific details about the alleged misconduct are not provided),

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when asking general questions about this policy, or related nonspecific matters, and those requests will be honored to the fullest extent possible. Employees may also confidentially seek advice on handling uncomfortable work situations or relationships through the Employee Assistance Program.

Confidentiality and anonymity cannot be guaranteed if the complainant provides specific details about alleged misconduct or wants the administration to take some corrective or disciplinary action. The employer will attempt to ensure individuals who are part of the investigation and decision-making processes exercise appropriate discretion within the context of the employer's legal obligation to act upon the charge of prohibited discrimination or harassment. While meeting that obligation, the employer will take into consideration the nature of the information provided, the privacy of the individuals involved, and the wishes of the complainant.

E. Retaliation

Retaliation against any employee for filing a harassment or discrimination complaint is prohibited. Retaliation against any employee or other person assisting, testifying or participating in the investigation of a harassment or discrimination complaint is prohibited. Employees who have engaged in retaliation prohibited by this policy will be subject to discipline, up to and including discharge.

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ARTICLE XXI – PENSION IMPROVEMENTS

Section XXI-1. Retirement Plan Eligibility. Unless noted to the contrary within this policy and/or in an employment agreement, all employees eligible for membership in the City of Jackson Employees Retirement System (ERS) or other comparable City sponsored plans shall come under the terms of said Retirement System and the following table:

Requirements for those retiring on or before October 31, 2029: *	
	10 years of service and 62 years of age 27 years of service and 58 years of age 32 years of service and any age
Requirements for those retiring on or after November 1, 2029 and hired before December 31, 2018:	
	10 years of service and 64 years of age 27 years of service and 59 years of age 32 years of service and 58 years of age
Requirements for those hired on or between January 1, 2019 :	
	10 years of service and 68 years of age 39 years of service and any age
Requirements for those hired on or after January 1, 2020:	
	10 years of service and 70 years of age 40 years of service and any age

Requirements for those hired on or after January 1, 2022:		
	10 years of service and 72 years of age 41 years of service and any age	

*Because of the Reciprocal Retirement Act of 1961, years of service shall include employment by any city, village, township, or county.

* Employees who continue to work in exceedance of the minimum years of service for which they are eligible to retire shall be eligible for an annual lump sum payment into a separate defined contribution (DC) plan equal to the amount of a one (1) step increase as outlined in Appendix A. ~~All employees choosing this option agree to remain with the City through the fifth (5th) year of service. However, if they choose to leave before completion of their service extension, they shall not be eligible to draw from this DC plan until after an additional five (5) years has passed from their minimum years of service requirement has passed.~~

Those employees who separate city service with less than a full service retirement and defer their retirement benefits may do so according to the table below

Hire Date	Minimum years of age in order to draw a deferred retirement benefit
Hired prior to December 31, 2011	56
Hired between January 1, 2012 and December 31, 2017	60
Hired between January 1, 2018 and December 31, 2023	64
After January 1, 2024	68

Section XXI-2. Full-time non-union employees hired before July 1, 2012, shall participate in the City's Employees Retirement System (ERS), a defined benefit pension plan, with a 2.0% pension multiplier unless they have an at will employment agreement that states otherwise. The deduction for pension purposes shall be as follows for both the City's contributions and non-union employees' contributions:

City contribution rate is 12.42% as of July 1, 2019

Employee contribution rate is 10.88% as of July 1, 2019

The above deduction level may change as per the yearly valuation of the Actuary but that amount is

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subject to final City Council approval.

Full-time non-union non-contract employees hired on or after July 1, 2012, shall participate in the ERS defined benefit (DB) plan with a 1.25% pension multiplier and shall also participate in the City's Municipal Employees Retirement System (MERS) defined contribution (DC) pension plan, thus participating in a hybrid pension plan. The City shall contribute 4% on behalf of the non-union employee with the employee contributing a minimum of 4% up to 20% to the DC pension plan. Full-time at will contractual employees who are appointed by the City Manager and who are offered a pension plan, shall be offered hybrid pension plan consistent with this section of the Personnel Policy unless their employment agreement states otherwise. The deduction for pension purposes shall be as follows for both the City's contributions and non-union employees' contribution for the DB portion of the hybrid plan:

City contribution rate is 12.2742% as of July 1, 20211~~9~~

Employee contribution rate for pre-2012 employees is 9.6~~.~~97% as of July 1, 2021.~~19~~
Employee contribution rate for post-2012 employees is 6.81 % as of July 1, 2021.

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The above deduction level may change as per the yearly valuation of the Actuary but that amount is subject to final City Council approval.

Employees covered by a collective bargaining agreement shall be governed by terms of the applicable collective bargaining agreement for pension purposes.

Section XXI-3. Effective July 14, 2015 the calculation of the Final Average Compensation (FAC) shall be as follows:

Hired before December 31, 1996: The average of the employee's last three (3) consecutive years of credited service.

Hired on or after January 1, 1997 and before June 30, 2012: The average of the employee's last four (4) consecutive years of credited service.

Hired on or after July 1, 2012 and before December 31, 2016: The average of the employee's last six (6) consecutive years of credited service.

Any employee hired on or after January 1, 2017: the average of the employees last eight (8) consecutive years of service.

Any employee hired on or after January 1, 2018: the average of the employees last nine (9) consecutive years of service.

Any accrued sick time, vacation time, and overtime shall not be counted towards the final average compensation.

Section XXI-4 Pension Cap. The maximum annual pension amount for all employees governed by the Personnel Policy shall be:

General Employee Retirement Plan Employees (Hired before June 30, 2012		Hybrid Pension Plan Employees (Hired on or after July 1, 2012)	
Years of Service	Pension Cap as percentage of FAC	Years of Service	Pension Cap as percentage of FAC
Over 10 and less than 20	35%	Over 10 and less than 20	24%
Over 20 and less than 25	47%	Over 20 and less than 25	28%
Over 25 and less than 30	54%	Over 25 and less than 30	32%
Over 30 and less than 32	62%	Over 30 and less than 35	41%
Over 32 and less than 35	68%	35 and less than 40	45%
Over 35 and less than 36	70%	40 and less than 45	47%
Over 36 and less than 38	71%		
Over 38	73%		

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ARTICLE XXII – INFORMATION TECHNOLOGY POLICIES

Section XXII-1. Software Licenses. All users of City-owned information technology equipment will abide by licensing agreements that the City has entered into with software manufacturers. No software will be installed on a City computer without written permission of the designated Manager in the MIS Department.

Section XXII-2. Software Standardization. Software standards will be established by the MIS Department to maximize the compatibility of data exchange between City computers and to

ensure cost effective interdepartmental communications and other exchanges.

Section XXII-3. E-Mail Use. The City of Jackson e-mail system was established for City of Jackson business, and there is no right to privacy for users of the City's e-mail system, except as a particular message may be exempt from disclosure pursuant to the Freedom of Information Act. The City Manager will establish and enforce standards for users of the City's e-mail system. If an official, employee or volunteer uses the e-mail system for personal matters, the use must be *de minimas* and meet the same standards established for professional use.

Section XXII-4. Internet Use. The City of Jackson internet system was established to support performance of City business, and there is no right to privacy for users of the City's internet system. The City Manager will establish and enforce standards for users of the City's internet system. If an official, employee or volunteer uses the internet system for personal matters, the use must be *de minimas* and meet the same standards established for professional use.

Section XXII-5. Misuse of Information Technology. The use of City-owned information technology is a privilege that may be revoked. Misuse and/or abuse of City-owned technology may result in disciplinary action and/or referral to law enforcement authorities for legal intervention.

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APPENDIX B – DEFINITION OF TERMS/WORD USAGE

- Anniversary Date – The annual anniversary date of continuing employment with the City as a regular full-time employee.

- City Sponsored Pension Plan/System – Shall include the defined benefit plan, defined contribution plan, the hybrid system, or any other pension system offered to a full time City employee.

- Classification Plan - A listing of the positions in the City government group by job classifications.

- Common Labor Group – Any non-department and/or division head position.

- Compensation - Monetary exchange for services rendered to the City by an employee and including longevity pay (if applicable).

- Compensatory Time - Time off the job in lieu of overtime for exempt employees for time worked beyond forty (40) hours per week.

- Demotion - A change in employment status from a position in one job classification to a position in another job classification having a lower maximum salary limit than the original job classification.

- Department Head - Those employees of the City in charge of an established City department.

- Discipline - Corrective action taken by supervisory personnel to change or control the behavior of subordinate employees.

- Dismissal - Permanent separation from City service for inefficiency, misconduct, repeated infractions of the rules or other just cause.

- Employee - Those persons in the employ of the City of Jackson who are covered by these rules in whole or in part.

- Employee Organization - Any formally recognized employee group engaged in collective bargaining with the City which results in a written contract.

- Exempt Employees - As defined by the Fair Labor Standards Act.

- Full time Local Government Service – Full time work performed for, or pension service achieved for a city, village, township, county, or a subdivision thereof.

- Grievance – Any at will non-union employee complaint including, but not limited to an allegation that a provision of this Personnel Policy has been violated.

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- Disabled Person - Anyone who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

- Immediate Family – Unless otherwise specified, it shall include parents, spouse, children, brothers, sisters, grandparents, grandchildren and immediate in-laws.

- Job Classification - A group of positions sufficiently alike in duties, authority, and responsibility to justify the same title, qualifications, and pay scale.

- Layoff - The temporary or permanent separation of an employee as the result of the abolishment of the position or the reduction of work.

- Narcotics - Substances defined as narcotic by state and/or federal regulations and not prescribed by a qualified physician.

- Non-Exempt Employees -As defined by the Fair Labor Standards Act.

- Non-Union Employees - Employees who are not represented by an Employee Organization.

- Overtime - Time worked beyond eight (8) hours per day or forty (40) hours per week for hourly employees and for which they can expect time-and-one-half their hourly rate of pay.

- Overtime Exempt - Employees who are not granted overtime pay for hours worked in excess of forty (40) hours per week.

- Part-Time Employee – Employees who regularly work not less than twenty (20) but no more than 29 hours per week.

- Performance Appraisal - A report form filled out by the immediate supervisor of an employee rating the employee's quantity and quality of work and work attitudes.

- Position - A group of duties and responsibilities assigned or delegated by the City Manager requiring a full-time or part-time employee.

- Probation - A working test of the abilities of an employee to carry out the responsibilities of a position.

- Probationary Employee - An employee who has not yet completed the required probationary period.

- Qualified Person with a Disability - A person who, with reasonable accommodation, can perform the essential function of the job in question.

- Red-Circled - Employees whose rate of compensation has been frozen due to demotion or

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reassignment. These employees shall not receive annual step increases until his/her rate of pay is consistent with the current salary schedule.

- Regular Full-Time Employee - An employee who is scheduled to work the standard work week of a department, holds title to a Full-Time position, and whose employment is expected to continue in duration.

- Seasonal Employee - An employee appointed for a limited period of time - especially one hired for a specific season of the year.

- Step Increase Date - Date of an individual employee's latest promotion and upon which date an employee receives his/her step increase.

- Supervisor - An individual with the authority to assign, direct and review the work of subordinates.

- Suspension - Temporary separation from City service with or without pay for disciplinary reasons.

- Temporary Employee - One who is appointed for a twelve (12) month or less period and not holding title to a position.

- Vacancy - A position duly created by the City Council, established in the budget, and not currently occupied by an incumbent.

- Verbal Reprimand - A verbal rebuke given to an employee by a supervisor for infractions of the rules.

- Workers' Compensation - Compensation for a disability or death as a result of personal injury suffered in the course and scope of employment; or disability or death due to an occupational disease contracted in the course and scope of employment.

- Written Reprimand - A written statement prepared by an employee's supervisor stating an infraction of the rules by the employee and providing pertinent information about the infraction.

WORD USAGE

- The words "shall" or "will" are to be construed as mandatory and the word "may" as permissive.

- The masculine gender shall be construed to include the feminine gender.

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CITY OF JACKSON, MICHIGAN

PERSONNEL POLICY

CITY OF JACKSON
Founded 1829

City Manager's Office
Human Resources Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4046 • Facsimile: (866) 522-9005

Latest Revisions: 08/14/2018

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INTRODUCTION

The Personnel Policy contained in the pages of this document in no manner should be construed as a contract or promise to any employee or prospective employee that the procedures, classifications, class grades or benefits contained will remain in effect or continue in existence. This document is merely an outline of the procedures, classifications, class grades and benefits which existed at the time of the enactment by the City Council. The procedures, classifications, class grades and benefits contained herein may be altered, decreased, changed or eliminated at any time by action of the City Council and the interpretation of the procedures and this entire document shall be in the sole discretion of the City Council.

It must be specifically understood by each and every employee or prospective employee that this document does not constitute a contract of employment between the City of Jackson and any employee or prospective employee or a continuing promise of the continuation of any provisions contained herein. Specifically, no employee or prospective employee should rely upon this document or any of the provisions contained herein as a condition of continuing employment or as a condition of accepting employment.

Equal Employment Opportunity
The City of Jackson will provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight as required by applicable law.

At Will Employees - None of the language contained within this Personnel Policy shall be deemed to vest any employee with any "just cause" rights that prevent his or her dismissal without cause. It is the policy of the City that all employees of the City are "at will" employees, and, subject to the terms and conditions of applicable labor agreements, the City retains the right to discharge any employee without cause.

Performance Evaluations - The City Manager may establish a system of performance evaluations. If established, the system shall be incorporated into this policy.

Safety Committee - The City Manager may establish a Safety Committee. If injured, an employee shall file a claim in accordance with the Michigan Workers' Disability Compensation Act.

Residency Requirement - The City offers a $1,800 a year residency allowance for non-union full-time City employees who live inside of the City of Jackson limits. The residency allowance is paid for each consecutive 12 month period of City residency and full time City employment beginning December 19, 2014 and is paid the following month after the full calendar year of residency and full time employment are established. The residency allowance is only payable to one (1) City employee per household per year.

In order to qualify for the residency allowance, the employee must meet the following residency requirements: Establish and occupy a dwelling within the limits defined in the previous paragraph; and maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

All union employees are governed by the residency language in their respective labor agreement or past practice. Such past practice shall continue until a change is negotiated with the respective labor organization.

REF: Civil Service Rules and Regulations, Section 17, Residency Requirements.
Michigan Public Act 212 of 1999

EFFECTIVE DATE:

- Revision dated November 15, 2017
- Revision dated January 10, 2017
- Revision dated May 10, 2016
- Revision dated December 15, 2015
- Revision dated November 17, 2015
- Revision dated July 14, 2015
- Revision dated April 27, 2015
- Revision dated December 19, 2014
- Revision dated October 1, 2014
- Revision dated July 1, 2008
- Revision dated July 1, 2006
- Revision dated July 1, 2005
- Revision dated July 1, 2004
- Revision dated September 1, 2003
- Revision dated April 1, 2003
- Revision dated July 1, 2002
- Revision dated March 1, 2002
- Revision dated July 1, 2000
- Revision dated September 21, 1998
- Revision dated August 15, 1997
- Revision dated January 21, 1997

SCOPE

This Personnel Policy covers all employees of the City of Jackson and does not apply to affiliated organizations such as the Downtown Development Authority or Jackson Housing Commission. Those employees covered by labor agreements shall be governed by the provisions of said labor agreements. In the absence of specific provisions or where the labor agreement is silent, this policy shall apply. In the case of a conflict between this Policy and a labor agreement, the labor agreement language shall prevail over this Policy for employees covered by a labor agreement.

REFERENCES

Administrative Regulations
Americans with Disabilities Act of 1990 (Federal Mandate) Civil Service Rules and Regulations
Drug Policy (Administrative Regulation No. 29) Fair Labor Standards Act (Federal Mandate)
Family Medical Leave Act (1993) (Federal Mandate)
General Retirement Plan
Genetic Information Nondiscrimination Act of 2008
Jackson City Code
Michigan Public Act 212 of 1999 (Residency) Michigan Public Act 152 of 2011
Michigan Public Act 54 of 2011
The Patient Protection and Affordable Care Act of 2010 (Federal Mandate) Rules of Conduct
Workers' Disability Compensation Act 317 of 1969 (State of Michigan)

ARTICLE I - PROMULGATION OF PERSONNEL POLICY AND ADOPTION OF CLASSIFIED AND UNCLASSIFIED SERVICE

Section I-1. Purpose of the Personnel Policy. It is the purpose of the City of Jackson Personnel Policy to establish an equitable and consistent personnel administration system for the City and its employees in order to insure that the most effective and efficient services are provided to the City of Jackson community. It is also the purpose of this Personnel Policy to clearly explain the duties, rules, and expectations of the City and its employees and to accurately describe the rights and benefits offered to City employees in order to attract and retain a proficient and skilled workforce. Furthermore, this policy shall govern all City/employee relationships of a non-union nature and all City/employee relationships for union personnel where the labor agreement is silent. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any provisions in this policy at any time.

Section I-2. Adoption of Personnel Policy and Classified and Unclassified Positions. The Classified and Unclassified positions as set forth in Articles V. and VI. Of this policy and the specifications for the respective classes are hereby adopted and shall constitute the basis upon which all positions shall be classified. All positions shall be subject to the provisions of Civil Service in accordance with the City Ordinances and the rules and regulations of the Civil Service Board, except those in the Unclassified Service, as specified in Article VI.

Section I-3. Preparation and Content of Class Specifications. Descriptions of the above-referenced positions shall be prepared by the appropriate Department Head and reviewed for final content by the Director of Human Resources, and approved by the City Manager, giving the duties of all positions and the qualifications for successful performance of such duties. In addition to the qualifications as set forth in the class specifications, it shall be understood that all positions require: Ability to read, write, speak and understand the English language and to follow written and oral instructions; Ability to get along with others, sobriety, integrity, loyalty and a record of orderly law-abiding citizenship.

ARTICLE II - APPLICATION AND INTERPRETATION

Section II-1. Allocation of Existing Positions. The positions in the Classified Service are hereby allocated to appropriate classes in accordance with the schedules attached hereto.

Section II-2. Interpretation of Class Specifications.

A. Purpose and Effect of Class Specifications: Each class specification outlines the main characteristics and qualification requirements of position in the class and gives examples of special duties which employees holding such positions may properly be required to perform. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks of related kind or character or of lesser skills. Likewise, the assignment of an employee to a class does not preclude the assignment of duties from another class to the employee or the assignment of the employee to another class.

B. Application of Specifications to Positions: In determining the class to which a position should be allocated, the specification of each class shall be considered in relation to the specifications of other classes in the Personnel Policy.

C. Statement of Qualifications: The statement of qualifications in a class specification is intended to be used as a guide in determining the eligibility of candidates for competitive examinations; as an aid in the preparation of such examinations; and, for use in determining the relative value of positions in a class in relation to positions in other classes.

Section II-3. Employer's Rights. The City, as an employer and on behalf of the electors of the City of Jackson, hereby retains and reserves unto itself all powers, authority, duties and responsibilities conferred upon and vested in it by law and by the Constitution of the State of Michigan and of the United States, the Jackson City Charter and City Code, and any modifications made thereto.

Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing the right to:

A. Manage the affairs of the City efficiently and economically, including the determination of quantity and quality of services to be rendered;

B. Introduce new equipment, methods, machinery or change and/or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased;

C. Determine the size of the work force and increase or decrease its size;

D. Hire, assign and permanently or temporarily lay off employees;

E. Direct the work force, assign work and determine classifications and prescribe and assign job duties, content and classification;

F. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification;

G. Discipline and discharge employees;

H. Adopt reasonable work rules; and

I. Select employees for promotion or transfer and determine the qualifications and competency of employees to perform available work.

ARTICLE III - ADMINISTRATION AND MAINTENANCE

Section III-1. Responsibilities of the Director of Human Resources. All references to the City-County Director of Human Resources are synonymous with the City's title of Director of Human Resources**.** The Director of Human Resources shall direct necessary reviews and preparation of reports recommending appropriate action to ensure that the Personnel Policy is kept current and to assure that any important changes in duties and responsibilities in any existing positions and of new positions are reflected in the Policy. The Director of Human Resources shall provide, subject to the approval of the City Manager, for the reallocation of any position from one class to another class, whenever a change in duties and responsibilities of such position make the class to which the position was previously allocated no longer applicable. Any actual reallocation to be made shall be made with the knowledge of the employee concerned and his/her Department Head.

The Director of Human Resources shall be responsible for the work of administering and maintaining the Personnel Policy. This shall include but not be limited to, the processing of salary advancements, the determination of proper salary rates within existing Policy provisions and the preparation of recommendations for revisions to the Policy on the basis of changes in prevailing rates of pay for comparable positions outside the City Service.

Section III-2. Changes Requiring Approval of the City Council. The approval of the City Council shall be required for all policy changes to this document, but not for amendments of an administrative nature. Such changes shall take the form of amendments to this Personnel Policy.

Section III-3. Changes Requiring Approval of the City Manager. The approval of the City Manager shall be required for all administrative changes to this document. The City Council will receive written notice of all administrative amendments to the Personnel Policy at least fifteen (15) days before they take effect.

Section III-4. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict with the provisions of this Policy are hereby repealed.

Section III-5. Savings Clause. If any section, sentence, clause or phrase of this Policy shall be held for any reason to be inoperative or unconstitutional, void or invalid, the validity of the remaining portions of this Policy shall not be affected thereby, it being the intent of the City Council in adopting this Policy that no portion thereof or provision herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any other portion or provision and the City Council of the City of Jackson, Michigan, does hereby declare that it would have severally passed and adopted the provisions contained herein, separately and apart one from the other.

ARTICLE IV - PERSONNEL FILES

Section IV-1. Personnel Files. A personnel file is maintained by the Human Resources Department on every employee of the City (except Parks and Recreation seasonal employees, City Clerk election workers, Police Reserve Officers and School Crossing Guards). However, the aforementioned seasonal employees and election workers' personnel files must be retained in accordance with Federal, State, and City laws, ordinances, and regulations by the hiring departments**.** All material in these files is strictly confidential and secured under the custodianship of the Human Resources Department. All personnel files are subject to the provisions of the Bullard-Plawecki Right-To-Know Act and the Freedom of Information Act. Medical records are secured in a file that is separate from the personnel records. Information in an employee's personnel file may include the following:

A. Original application and accompanying documents (i.e.**,** resume, transcripts, references, investigation reports, military papers).

B. Personnel Action Requests or notices of pay changes and accompanying documents.

C. Performance evaluation forms and related materials.

D. Letters of commendation or complaint connected with employment.

E. Promotional opportunity application and related materials.

F. Forms pertaining to fringe benefit programs and related programs.

G. Documents submitted by the employee.

H. Certificates or notices of accomplishment of the employee in the area of training or employee development.

I. Documentation of disciplinary action.

J. Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

Section IV-2. Official Access. The following personnel shall have the right of access to an inspection of an employee's personnel file.

A. The employee who is the subject of the file.

B. An attorney or designee of the employee when the employee has provided written authorization to his or her file.

C. Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal or other personnel action.

D. The City Attorney or other appropriate agent when needed in connection with any legal action involving the employee and the City.

E. Authorized representatives of the Human Resources Department.

F. A person or persons making a proper legal request under the Freedom of Information Act (FOIA).

Section IV-3. Limited Access. Information in an employee's personnel file shall not be made accessible to anyone except the Human Resources Department, the employee and those listed in Article IV, Section IV-2 above. The only information provided over the telephone is verification of any employee's job title, dates of employment and salary. No other information will be given by phone unless the employee provides a written release absolving the City, its employees, agents and officials from any responsibilities of the consequences of disclosure.

Section IV-4. Written Reprimands. Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry.

Section IV-5. Employee Access. An employee, upon written request to the Human Resources Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, his or her personnel record. The review shall take place in the Human Resources Department during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in his or her personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining his or her position which shall then be made part of the personnel file, with a copy provided to the supervisor.

ARTICLE V - CLASSIFIED SERVICE

Section V-1. Classified Service. The Classified Service shall consist of the following classes of non-union positions, with such changes as may be made from time to time by the City Council by amendment to this Personnel Policy. The class grade refers to the classification and corresponding salary range by which all positions of the class shall be paid as set forth from time to time by action of the City Manager or City Council action. The hours of work in the normal average work week for each Occupational Group are indicated and shall apply to all classes of the group, except those where the normal work week upon which compensation is based is otherwise indicated. For purposes of this Personnel Policy, all employees and officials of the Jackson Housing Commission are not employees of the City of Jackson. For purposes of the Civil Service ordinance, all union personnel are deemed to be unclassified employees whose personnel rights and responsibilities shall be resolved under the provisions of their applicable labor agreement.

Section V-2. Occupational List of Class Titles

A. CLERICAL, ADMINISTRATIVE AND FISCAL GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
7	Account Clerk Supervisor
4	Administrative Secretary I
6	Administrative Secretary II
8	Appraiser
6	Evidence Management Coordinator
10	Financial Analyst
11	GIS Coordinator
9	Labor Relations Technician
7	Legal Secretary
10	Neighborhood and Economic Operations Planner
6	Property Management Coordinator
6	Purchasing Technician
7	Recreation Services Coordinator
10	Senior Appraiser
9	Senior Citizen & Recreation Activities Coordinator
11	Tax Supervisor

B. ENGINEERING, INSPECTION AND TECHNICAL GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
11	Civil Engineer II
12	Civil Engineer III
10	Engineering Assistant
10	Parking Manager/Engineering Assistant
10	Wastewater Treatment Plant Industrial Pretreatment Supervisor

C. LABOR AND TRADES SUPERVISION GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
10	Assistant Water Treatment Plant Supervisor
8	Building Maintenance Supervisor
10	Chief Wastewater Treatment Plant Operator
10	Meter Services Supervisor
9	Public Works Assistant
11	Public Works General Foreman

ARTICLE VI - UNCLASSIFIED SERVICE

Section VI-1. Unclassified Service. The Unclassified Service shall consist of the following classes of non-union positions, with such changes as may be made from time to time by the City Council by amendment to this Personnel Policy. The class grade refers to the classification and corresponding salary range by which all positions of the class shall be paid as set forth from time to time by City Council action and/or action of the City Manager. For purposes of this Personnel Policy, all employees and officials of the Jackson Housing Commission are not employees of the City of Jackson. For purposes of the Civil Service ordinance, all union personnel are deemed to be unclassified employees whose personnel rights and responsibilities shall be resolved under the provisions of their applicable labor agreement.

Section VI-2. Occupational List of Class Titles.

A. APPOINTIVE OFFICIALS (Non-union positions – occupied or vacant). Unless otherwise noted, all contractual employees are at will and on scale.

Class Grade	Class Title
7	Administrative Assistant
6	Administrative Assistant to the Director of Police and Fire Services
10	Administrative Assistant to the City Manager
12	Assistant to the City Manager
12	Assistant City Assessor
15	Assistant City Engineer
17	Assistant City Manager/Operations
18	Assistant City Manager/Economic Development Director (Contractual Employee)
15	Assistant Finance Director
15	Assistant Director of Human Resources
15	Assistant Director of Neighborhood and Economic Operations (NEO)
14	Assistant Director of Parks, Recreation, and Grounds
14	Assistant Director of Public Works – Public Utilities Administration
13	Assistant Superintendent of Wastewater Treatment Plant
10	Building Inspector
14	Chief Building Official
17	City Assessor (Contractual Employee)
20	City Attorney (Contractual Employee)
3	City Clerk (part time on scale)
19	City Engineer
22	City Manager (Contractual Employee)
7	Code Enforcement Officer I (Contractual Employee)
8	Code Enforcement Officer II (Contractual Employee)
9	Code Enforcement Officer III (Contractual Employee)
13	Code Enforcement Director
16	Deputy City Attorney
11	Deputy City Clerk
10	Deputy City Treasurer
17	Deputy Director of Police and Fire Services, Fire Division (Contractual Employee)
17	Deputy Director of Police and Fire Services, Police Division (Contractual Employee)
20	Director of Finance/Purchasing Agent (Contractual Employee @ 80% of the scale)
17	Director of Human Resources (Contractual Employee)

19	Director of Neighborhood and Economic Operations (NEO)
18	Director of Parks, Recreation and Grounds
20	Director of Police and Fire Services (Contractual Employee)
20	Director of Public Works
20	Economic Development Director
9	Economic Development Specialist (Contractual Employee)
9	Elections and Records Coordinator (Contractual Employee)
13	Electrical Inspector (Contractual Employee)
11	Grant Coordinator
13	Grant & Front Office Supervisor
10	Housing Rehab Specialist (Contractual Employee)
11	Neighborhood and Economic Grant Coordinator
11	Neighborhood Outreach Coordinator/Recreation Services Supervisor (Contractual Employee)
9	Paralegal (Contractual Employee)
14	Planning Director
12	Plumbing and Mechanical Inspector (Contractual Employee)
8	Public Information Officer (Contractual Employee)
10	Purchasing Coordinator
10	Recreation Services Supervisor
10	Records Management Supervisor (NEO/Police)
12	Rehabilitation Coordinator (Contractual Employee)
16	Senior Assistant City Attorney
11	Senior Planner (NEO)
12	Staff Accountant
9	Staff Attorney (Contractual Employee)
14	Superintendent of Parks and Golf Operations
10	Supervisor of Management of Information Services
14	Wastewater Treatment Plant Superintendent
14	Water Treatment Plant Supervisor
11	Water and Sewer Maintenance Foreman

B. ELECTIVE OFFICIALS:

- Mayor and City Councilmembers
- City Treasurer (also serves as Income Tax Administrator)

C. POLICE DEPARTMENT GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
-	[2] Police Cadet

[2] Compensation to be determined by ordinance of City Council.

D. PUBLIC SAFETY GROUP
(Non-union positions – occupied or vacant)

Class Grade	Class Title
-	[3] Community Service Officer
-	[4] School Crossing Guard:

- One appearance at a corner
- Two appearances at a corner
- Three appearances at a corner

[3] Compensation to be adjusted annually with other Unclassified Service positions.

[4] Compensation to be determined by ordinance of City Council. Persons classified as "School Crossing Guards," as above provided for, shall not be vested with any police powers, and their classification, in a class of the Public Safety Group, for the purpose of this Policy, shall not be deemed to be eligible to participate in any City pension plan.

E. PART-TIME APPOINTIVE OFFICIALS
(Non-union positions – occupied or vacant)

Class Grade	Class Title
-	Administrative Hearing Officers

ARTICLE VII - PUBLICIZING OF VACANCIES

Section VII-1. Equal Employment Opportunity/Affirmative Action. It is the policy of the City of Jackson to implement equal opportunity on an affirmative basis to all qualified employees and applicants for employment in accordance with State and Federal Law. Positive action shall be taken to ensure the fulfillment of this policy.

Section VII-2. Full-Time Positions in the City Service. The City reserves the right to fill certain highly technical, specialized, and/or managerial non-union positions from within as part of reorganization or internal department promotions. Otherwise, whenever a vacancy occurs in a position in the City Service, whether classified or unclassified, such vacancy shall be advertised on the City's website, other public media, and association newsletters, professional journals, trade papers or other suitable publications or electronic media as deemed appropriate. The advertising of vacancies in positions in the City Service is done not only to secure competent applicants, but also to fulfill the obligations of the City to apprise interested qualified applicants of the vacancies and position. Notwithstanding the above, vacancies in the common labor group and in seasonal, temporary provisional and emergency positions need not be advertised if the City Manager or his/her designee determines there will be a satisfactory pool of applicants without such advertising.

Section VII-3. Anti-Nepotism. Effective November 18, 2015 the City will not hire the relative of any current employees, elected and/or appointed officials; however, the City Manager has the authority to waive this requirement when special circumstances can be demonstrated. For purposes of this section, "relative" shall mean any of the following family members whether by blood or marriage: spouse, child, step-child, foster child, parent, step-parent, foster parent, brother, step brother, sister, step- sister, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, niece, nephew and cousin or any other individual that is a member of the employee or elected official's household for which the employee or elected official is financially responsible. This policy ensures that all applicants are considered on the basis of their qualifications and are not given preferential consideration based on their relationship to current employees or elected officials**.**

However, employees who marry while employed, shall have 90 days to transfer out of a superior-subordinate relationship resulting from the marriage. In the event the transfer cannot be made within the noted timeframe, the employee with the least seniority shall be terminated. This policy applies to all categories of employment, including full- and part-time and temporary or seasonal classifications**.**

REF: City of Jackson, Ethical Standards of Conduct Ordinance No. 2015-18

ARTICLE VIII - LENGTH AND CONTINUITY OF SERVICE

Section VIII-1. Requirements as to Length and Continuity of Service.

A. Service requirements for advancement within Salary Schedules and for other purposes as specified in this Policy shall require employment in the City Service without break or interruption.

B. The following absences shall not affect continuity of service and time on such absences shall

count toward length of service:

1. Authorized leave of absence with pay;

2. Authorized leave of absence without pay of thirty (30) calendar days or less; or

C. Absences for purposes of serving with the Armed Forces of the United States shall not break continuous service only if the laws of the State of Michigan and/or the United States require reinstatement without a break in service at the time the person completes military service and reapplies for employment.

D. Leaves of absences without pay of over thirty (30) calendar days shall be deducted from length of service, but shall not have the effect of interrupting continuity of service. Deduction from length of service may be accomplished by moving the employee's anniversary date forward by the appropriate number of calendar days.

E. All absences without authorized leave of more than two (2) days shall be deducted from and shall interrupt continuous service.

F. The Family Medical Leave Act and the Americans with Disability Act will be administered in accordance with those Acts (Ref: Article XIV, Section XIV-3).

ARTICLE IX - LAYOFFS/SEVERANCE

Section IX-1.

A. Layoffs. Whenever the City in its discretion determines that a layoff is necessary due to a lack of funds, lack of work, or due to a reorganization, such layoff shall be made in such classifications as the City may designate. Layoffs shall be made in accordance with procedures to be developed by the Director of Human Resources.

B. Recall from Layoffs. The order of recall of laid-off employees shall be in the inverse order in which the employees were laid-off and shall be subject to the same conditions as prescribed in a lay-off. However, it shall only apply to classified employees and shall not exceed a two (2) year call back period.

C. Severance. Severance from the City service shall be in accordance with procedures to be developed by the Director of Human Resources and approved by the City Manager, and shall only be available for all those employees with an at will employment agreement. Severance codified in an employment contract is governed by the employment contract in increments of days or months**.**

D. Constructive Dismissal. All contractual employees titled as a department head or appointed official shall have a signed at will employment agreement which includes a constructive dismissal clause. The section shall state that all claims alleged to be a constructive dismissal (an employee terminates their employment in response to the employer’s treatment of them) shall be submitted in writing to the Director of Human Resources no later than 30 days after the occurrence. The documentation must show that they have resigned in response to a

fundamental breach of contract by the employer (Employment Rights Act 1996). If the constructive dismissal claim is deemed to have merit, all such employees shall be granted their severance pay in accordance with their employment agreement.

REF: City of Jackson, Civil Service Rules and Regulations, Section 6.4 and Section 8.1a.

ARTICLE X - REQUESTS FOR CLASSIFICATION/COMPENSATION ADJUSTMENTS

Section X-1. Employee Requests for Classification Adjustments. Any employee shall have the right to consideration of any request he/she may have with respect to a change in the classification of his/her position. The employee shall make his/her request initially to the head of his/her department. If the head of the department feels that the request is reasonable, he/she shall notify the Director of Human Resources of the request and give his/her opinion or recommendation. If the head of the department feels the request is not a reasonable one, he/she shall reject the request, but notify the employee of his/her right to appeal to the Director of Human Resources. The Director of Human Resources shall give due consideration to the requests he/she receives from Department Heads and employees, and in those cases where he/she feels a change in classification is required, he/she shall recommend to the City Manager such action on the matter as he/she may deem appropriate. The decision of the City Manager shall be final.

Section X-2. Employee Requests for Compensation Adjustments. Any employee shall have the right to the consideration of any request he/she may have with respect to changes in the application of the Personnel Policy to his/her position. The employee shall initially make his/her request to the Department Head, who shall promptly seek to arrive at a solution which is consistent with the Personnel Policy and acceptable to the employee. When the Department Head is unable to resolve such a request in a manner which is satisfactory to the employee, the matter shall be submitted to the Director of Human Resources for review. In the event the employee remains unsatisfied after review by the Director of Human Resources, he/she may appeal to the City Manager. The City Manager shall review such appeal and issue a decision on it within 45 days. The decision of the City Manager shall be final.

ARTICLE XI - COMPENSATION

Section XI-1. Salary Schedules. The pay of City employees shall be on the basis of appropriate bi-weekly and/or hourly salary schedules as set from time to time by City Ordinance for each of the respective classes of positions in the City service as established by this policy or by labor agreement. Said schedules as contained in Appendix A and as revised from time to time by City Council action, shall be deemed as part of this Personnel Policy. (Salary Schedules for those employees belonging to a union are contained in the respective labor agreement.) All non-union persons who are "red circled" (or wage-frozen), excluding those with an at will employment agreement, shall not receive annual increases (including step increases, except in such cases where the step increase of the lower wage scale is higher than the employee's current hourly rate of pay) granted by City Council ordinances for compensation to employees. These ordinances shall in all instances reflect compensation for hours actually worked or provided for under other sections of this Policy and shall not be construed as a guaranteed weekly or bi-weekly salary for those not considered exempt employees under the Fair Labor Standards Act. Each salary schedule shall consist of a minimum entrance rate, intermediate salary rates, and a maximum rate.

Section XI-2. Compensation for Hourly Paid Employees.

A. Employees to be paid in accordance with the applicable labor agreement and ordinance.

B. Part-time, seasonal and temporary positions shall be paid in accordance with Section XI-7.

Section XI-3. Full-Time Basis of Salary Schedules. The salaries prescribed by action of the City Council are fixed on the basis of full-time service for normal work weeks as indicated for the several groups in Article V. and VI. of this Personnel Policy.

Section XI-4. Entrance Salary Rates.

A. Starting Rate on Initial Employment. Original appointment to any position shall be made at the entrance rate and advancement from the entrance rate to the maximum rate within a pay range shall be as approved by the City Manager. The City Manager may approve an initial compensation rate higher than the minimum rate for the class when, in his or her opinion, the needs of the City Service make such action necessary. However, in all cases, a PAR request shall be submitted to, and reviewed by, the Director of Human Resources, and subsequently approved by the City Manager, in advance of hiring all new employees (full time, part time, temporary and/or seasonal).

B. Starting Rate on Return to Duty. When an employee returns to duty in the same classification after a separation from the City service of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the step rate received at the time of separation, and shall subsequently serve at his or her reentry rate for at least such period as is normally required for advancement to the next higher rate.

C. Starting Rate on Return from Military Service. Any employee who leaves or has left the City service to enter the active service of the Armed Forces of the United States shall, upon severance of service, be entitled to reinstatement in accordance with the applicable laws prevailing at the time the employee makes application for reinstatement.

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D. Rate of Pay Upon Demotion. In case an employee is demoted, credit shall be given for continuous service in the higher paid position in determining the proper rate in the Salary Schedule for the lower paid position, provided that the salary rate after demotion shall not be higher than that prior to demotion.

E. Starting Rate in New Positions (Non-union). Whenever an employee not represented by a union is placed in another position not previously held by him/her, or a union employee accepts a non-union position he/she has not previously held, the employee shall be compensated at a rate deemed appropriate by the City Manager in the salary schedule established for this position. However, a PAR must be submitted and approved in advance of the employee moving into the new position.

F. Rate of Pay Upon Promotion (Non-union). Whenever an employee not represented by a union, or a union employee accepting a non-union position is promoted to a position in a higher class grade than the position he/she currently holds, the employee shall be compensated at a rate deemed appropriate by the City Manager in the salary schedule established for the position. Future step increases, if applicable, will be based on the revised anniversary date for the most recent promotion. However, a PAR must be submitted and approved in advance of the employee's promotion.

G. Rate of Pay Upon Position Reclassification (Non-union). An employee not represented by a union and whose position is reclassified to a higher class grade, shall be compensated at a step rate deemed appropriate by the City Manager in the class grade schedule established for the position. Future step increases, if applicable, will be based on the employee's original date of hire or on the date of the most recent promotion. Step increase dates are not revised due to position reclassifications. However, a PAR must be submitted and approved in advance of the employee's reclassification.

Section XI-5.

A. Probationary Period. After initial appointment or promotion to a position in the City Service, the first one thousand and forty (1,040) hours actually worked in the position shall be considered the period of probation. The probationary period for any employee represented by a union shall be in accordance with provisions of their respective labor agreement for his/her employee classification.

Upon satisfactory conclusion of the first one thousand and forty (1,040) hours actually worked after initial appointments or after promotion, the salary of the employee, including those in the Fire Department Group and Police Department Group, shall be advanced one-half (½) of the increment to the next higher step in the Salary Schedule for the class to which the position is allocated, provided the employee's starting rate is the first step rate. In the event that the employee does not satisfactorily complete the probationary period, he/she shall be separated from the service and shall not have recourse to appeal his/her separation before the Civil Service Commission, except that in the case of promotion from a position in which an employee had Civil Service status, he/she will revert to such position as he/she may be entitled to under Civil Service rules, provided the employee's failure to satisfactorily complete probation was not for a reason which necessitated the employee's termination.

B. Annual Step Increase. At the completion of the first year of service the employee shall be advanced to the next higher rate in the appropriate salary schedule, provided his/her supervisor and Department Head determine the service rendered to be satisfactory. Subsequently, the employee shall be advanced to the next higher rate at the conclusion of each succeeding year of satisfactory service in his/her position until he/she has reached the maximum base rate of the salary schedule appropriate to the Class to which his/her position is allocated.

Section XI-6. Recommendations for Salary Advancements within Grade. The Department Heads shall recommend in writing to the Director of Human Resources the advancement in salary of their employees who have met the requirements for salary advancement as enumerated above. In the case of salary advancement upon completion of the initial one thousand and forty (1,040) hours actually worked in a position, the recommendation shall include the certification that the period has been successfully completed. All such requests shall be reviewed by the Director in advance of the City Manager's approval.

Section XI-7. Computation of Salaries of Part-Time, Seasonal and Temporary Employees. Part-time, seasonal and temporary employees may be employed on an as-needed basis and if employed shall be paid only for hours actually worked and at an hourly rate established by the City. Part-time, seasonal and temporary employees shall not be eligible for any fringe benefits during their employ.

Section XI-8. Special Salary Provisions.

A. Plus Rates for Special Skills: In any case when an unclassified employee is qualified for and is temporarily required, in writing by his/her supervisor, to regularly serve in and accept responsibility for work in a higher class or position, such employee shall receive the entrance salary rate of that class grade or his/her present rate plus one class grade, whichever is higher, while so assigned, subject to the approval of the City Manager. A non-union, non-exempt employee, who is required to work in a higher class or position continuously for a period of five (5) or more consecutive days, shall be deemed "temporarily required to regularly serve and accept responsibility for work in a higher class position," as is a non-union exempt employee who is required to work in such higher class or position continuously for a period of thirty (30) or more consecutive days, unless either employee is so assigned for training purposes. In case of vacancies in the City Service where a non-union employee is required in writing by the City Manager to fill a vacancy in a higher class or position and assume full responsibility for that position until it is permanently filled, such employee shall be compensated for the duration of such assignment as though permanently promoted to the position in accordance with Article XI, Section XI-4, H. of the Personnel Policy.

B. In any case when a non-union classified employee is regularly assigned in charge of one or more persons in positions of the same class grade, such employee shall be paid at the corresponding step rate in the next higher class grade upon recommendation of the Department Head and approval of the City Manager.

C. As a means of supporting the Anchor Initiative, the City offers a $600 a year residency allowance for non-union full time City employees who live within the downtown core which is generally delineated by Van Buren to the north, Franklin Street to the south, Cooper Street to the east, and Second Street to the west (aka Target Market Analysis area). The allowance is paid for each consecutive 12 month period of downtown residency and full time City employment beginning November 18, 2015 and is paid the following month after the full year of residency and employment are established. The allowance is only payable to one (1) City employee per household per year.

Section XI-9. Temporary Acting Positions. When a classified employee is required by his or her supervisor to temporarily transfer from one job classification to another, the employee shall continue to be paid at the rate applicable to his or her permanent job classification; provided, however, if the employee is transferred for a period in excess of forty (40) working hours during a pay period to a job classification for which the maximum rate of pay is higher, the employee shall automatically receive the higher salary rate for the time actually worked out of grade.

Section XI-10. Step Increases for Temporary Acting Positions. In any case where a classified or unclassified employee is placed in a temporary acting position, he/she shall continue to accrue service credit for all salary and benefit purposes. When an employee is due to receive a step increase and he/she is currently working in a temporary acting position, such step increase shall be processed via the following steps: (1) process PAR returning employee from temporary acting position to his/her regular position; (2) process PAR for step increase at his/her regular position; (3) process PAR to take employee back up to temporary acting position. The effective date may be the same on all three PAR's. When such employee returns to his/her former position, they will do so at a rate of pay that allows them to receive the step increase they would have received had they been working in their regular position at the time of the step increase date.

Section XI-11. Tuition Reimbursement. Effective November 18, 2015, the City agrees to furnish all non-union employees, when such costs that are not covered by other programs, the cost of job related course work (up to $15,000) for any applicable, previously approved and budgeted, classes and/or certification. The employee is further restricted from reimbursement if the City has previously reimbursed the employee for any other degree and/or if the employee is requesting reimbursement associated with a second similar degree (i.e., second bachelor's degree or second master's degree). Any such programs or courses must have written approval of, and shall be at the sole discretion of the City Manager, as recommended by the department head, prior to taking such courses to be eligible for reimbursement and the employee must agree to and sign a form indicating an understanding of all program stipulations. In order to be eligible for reimbursement, the employee must demonstrate matriculation. Additionally, the employee must continue to work for the City for four (4) years following final reimbursement. The employee that voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received within the prior four (4) years.

ARTICLE XII - OVERTIME WORK

Section XII-1. Overtime Administration. In emergencies, a Department Head may prescribe, with the approval of the City Manager, reasonable periods of overtime work to meet operational needs. Such overtime shall be reported and justified as required by the City Manager.

Section XII-2. Compensation for Overtime. Employees of the City of Jackson shall be compensated for authorized overtime work in accordance with applicable laws or labor agreements.

Section XII-3. Leave Time in Lieu of Overtime Compensation for Certain Employees and Appointed Officials.

A. Employees who are legally exempted from coverage by the Federal Fair Labor Standards Act, who are not covered by a labor agreement, shall be considered salaried employees who shall be paid an annual salary, prorated on a biweekly basis, regardless of the number of hours worked in a given two-week period, subject to the standards established below.

It is generally understood that the salaried employees described in this section, by the nature of their work, titles and duties are expected to work in excess of the normal work day and/or workweek when it is necessary to accomplish their assignments, and that the salaries established for their positions provide appropriate compensation for the anticipated responsibilities, and not for a specific number of hours of work per day, week or year.

Effective July 1, 2000, in recognition of the flexibility these employees exercise in performing work assignments outside the regular work day, these employees may adjust their work schedules within a work day to take care of personal business, as the work load will allow and in accordance with any procedures established by the City Manager, without deducting said hours from any leave bank (such as sick or vacation leave time)**.**

B. Employees who are legally covered by the terms of the Fair Labor Standards Act (i.e., not exempt), who are not covered by a labor agreement, shall be considered hourly employees. All such hourly employees shall be eligible for compensation for all hours worked in excess of forty (40) per week at a rate of one and one-half times their normal hourly rates. Effective July 1, 2000, this group of hourly employees may be offered the opportunity to choose to earn compensatory leave time in lieu of overtime compensation for all hours worked in excess of forty (40) per week at a rate of one and one-half times the additional hours worked, subject to a maximum compensatory leave bank of forty (40) hours. If the employee is to be offered the opportunity to choose between overtime payment or accruing compensatory time off, the employee and the supervisor must reach that understanding prior to the performance of the additional work. Compensatory time off will be scheduled between the employee and his/her supervisor, taking into account workload, scheduling concerns and the employee's preferences. Compensatory leave banks for hourly employees shall be payable in cash at the time of an employee's termination of employment through resignation, retirement, dismissal or death, subject to the maximum accrual limit of forty (40) hours.

C. Exempt, Salaried Employees are expected to work between (40) and (50) hours per week

REF: Exempt Employees (Administrative Regulation No. 27)
Overtime Compensation (Administrative Regulation No. 28)

ARTICLE XIII – ANNUAL EVALUATIONS/FEEDBACK ASSESSMENTS

Section XIII-1 – Beginning on June 1, 2016, all supervisors shall be required to complete an annual evaluation/feedback assessment of each of their employees.

Section XIII-2 – The intent of this assessment is strictly to provide and receive feedback on the employee's performance during the prior twelve (12) months and under no circumstances is to be utilized for disciplinary matters, promotions, raises, etc.

Section XIII-3 – The forms and procedures for this assessment will be established by the Director of Human Resources.

ARTICLE XIV – DISCIPLINE/RULES OF CONDUCT

Section XIV-1 - At will/unclassified employees by definition serve at the pleasure of the City Manager and may be dismissed at any time for any reason without recourse to any procedure.

Section XIV-2 - Temporary, part-time or probationary employees may be disciplined or terminated without recourse to the disciplinary procedure provided in the City of Jackson Rules of Conduct.

Section XIV-3 - All notices of discipline will be forwarded to the Human Resources Department by the Department Head for placement in the employee's personnel file.

Section XIV-4 - All City of Jackson employees are expected to perform their assignments with a level of care and commitment that indicates they are putting forth a reasonable effort to effectively and safely perform their public service responsibilities. Full-time employees who choose to work more than one job are expected to follow Civil Service guidelines regarding the additional employment, which includes notifying their supervisor about the additional job, and ensuring that their job with the City is treated as their primary employment. If an employee suspects a potential conflict of interest between his/her job with the City and his/her second job or outside interest, the employee is responsible to raise the question with his/her department head.

Section XIV-5 - All City of Jackson employees are expected to treat all persons with whom they have contact in the course of their assignments with dignity and respect. Employees are expected to comply with all legal standards related to illegal discrimination and harassment while in the course of their employment.

Section XIV-6 - Grounds and procedures for discipline and/or termination of regular/classified (not including at will/unclassified) employees are as outlined in the following City of Jackson Rules of Conduct:

RULES OF CONDUCT

Applicable to all Michigan Association of Public Employees and non-union employees except at will/unclassified employees.

Section 1. For violations of any of the following rules an employee shall be subject to severe discipline up to and including discharge:

A. Refusal to comply with supervisor's instructions or other insubordinate conduct.

B. Gross neglect of duty.

C. Immoral or indecent conduct.

D. Intentional falsification of employer's records.

E. Knowingly making the time card of another, having one's time card marked by another or unauthorized altering of a time card.

F. Theft or intentional destruction of employer's or another employee's property or removal of City property from employer's premises without authorization of the employer.

G. Unauthorized use of the employer's property (including computers and other various forms of media).

H. Sleeping on the job.

I. Drinking or possessing any alcoholic beverage on employer's time, premises or equipment or reporting to work while under the influence of alcoholic beverages. Possession or use of a controlled substance on employer's time, premises or equipment or reporting for work or working under the influence of a controlled substance.

J. Conviction of a felony while an employee of the City of Jackson.

K. Deliberate or careless conduct endangering the safety of himself or others.

L. Damage or destruction of the employer's or public's property in excess of $500.

M. Abusive, threatening or coercive treatment of members of the public, fellow employees or supervisor.

N. Conviction of any moving traffic violation for which an employee receives 6 or more points during a 12-month period while driving the employer's vehicles.

O. Absence from work for three consecutive, regularly scheduled working days without an excuse acceptable to the employer.

P. Suspension or loss of driver's license (employees who are required to drive in the service of the employer).

Q. Sabotage.

R. Permitting any person who is not an employee to enter or ride in a City vehicle without authorization of the employer.

S. Failure to be available for emergency call to duty or failure to respond to said call.

T. Serious violation of a safety rule or safety practice.

U. Possessing, carrying or otherwise using a firearm or other lethal weapon while on duty, except as may be required of a sworn police officer.

V. Intentionally discriminating against another employee or member of the public while in the performance of one's duties, based upon a legally protected classification. (Examples: race, gender, color, ethnic heritage, disability, religion, age, height, weight.)

W. Accepting or asking for special benefits or payments from a member of the public, business, etc., to either perform required duties or to influence the manner in which duties are performed.

X. Any other offense of equal magnitude to the above.

Section 2. For the commission of the following offenses an employee shall receive a counseling memo for the first offense. For a second violation of the same rule, a written reprimand is appropriate. If an employee receives: (1) two written reprimands (for the same or different offenses) within a period of twelve (12) consecutive months; or (2) discipline under Section 1 of these rules and one written reprimand under this section (within a period of twelve [12] consecutive months); or (3) two written reprimands or disciplinary suspensions (for the same or different offenses) within a period of eighteen [18] consecutive months, such employee shall thereupon be subject to discharge upon commission of the third offense.

A. Late to work without an excuse acceptable to supervisor.

B. Carelessness which necessitates the scrapping or repairing of employer's equipment or property or unintentional damage or destruction of the employer's or public's property of less than $500.

C. Inattentiveness to work, failing to start work at the designated time, quitting work before proper time or leaving the job during the working hours without permission of the supervisor. Inattentiveness to work includes lack of productivity, use of work time to perform personal business, unreasonable use of phones (work or personal) during work hours for personal calls, playing computer games outside break or lunch periods, etc.

D. Smoking in unauthorized areas.

E. Minor violations of safety rules or safety practices.

F. Failure to report to work without giving the employer advance notice unless it was impossible to give such advance notice.

G. Creating or contributing to poor housekeeping in the building or equipment of the employer.

H. Vending, soliciting or collecting contributions on the employer's time or premises without written authorization from the employer.

I. Posting, removing or defacing any matter on the employer's bulletin board or property without authorization from the employer.

J. Failure to perform work as instructed in an efficient and timely manner. Poor workmanship.

K. Accepting gratuities inconsistent with the City's ethics ordinance, but not arising to the level of the violation referred to in Section 1. W., above.

L. Any offense of equal magnitude to the above.

REF: (1) Article XI, Section XI-4, F. Rate of Pay Upon Demotion.

(2) Any absence without leave shall be handled in accordance with Article XV-8, Absence Without Leave.

(3) Administrative Regulation No. 29, Drug Policy.

ARTICLE XV - VACATION AND OTHER LEAVE TIME

Section XV-1. Vacation Leave.

A. Crediting Employees with Vacation.

1. Effective December 31, 2015, officers or employees in the City service, not covered by a labor or at will employment agreement, except temporary, part-time and seasonal employees, and except as described in Section A.2., below, shall be allowed vacation leave with pay as follows:

Years of Service	Vacation Accrued Each Year
First year through four plus years	Two (2) calendar weeks per year
Five (5) years (starting with the calendar year in which they attain such service)	Two (2) calendar weeks and two (2) days per year
Seven (7) years (starting with the calendar year in which they attain such service)	Three (3) calendar weeks per year
Ten (10) years (starting with the calendar year in which they attain such service)	Three (3) calendar weeks and three (3) days per year
Fifteen (15) years (starting with the calendar year in which they attain such service)	Four (4) calendar weeks per year
Twenty (20) years (starting with the calendar year in which they attain such service)	Four (4) calendar weeks and three (3) days per year

2. All employees within one of the positions listed in Section VI-2.A. as of December 31, 2013, and certain other salaried, professional positions as may be designated by the City Manager at the time of hire or promotion, shall be allowed vacation leave with pay as follows, unless specified by an At-Will Contract:

Years of Service	Vacation Accrued Each Year
First partial year of service, through December 31 of the same year	Prorated portion of four (4) calendar weeks
First full calendar year through four plus years	Four (4) calendar weeks on January 1
Five years (starting with the calendar year in which they attain such service)	Five (5) calendar weeks on January 1

3. Vacation credit for employees described in Section A.1 shall accrue at the rate of one-half (1/2) of the employee's current annual vacation leave for each six (6) months of continuous service. In January of the employee's fifth year of service, vacation begins to be credited on an annual basis. Employees are then treated as five-year employees regardless of whether they have actually reached their five-year anniversary. The 500 hour rule (see E.2.) applies.

Section XV-1a. Vacation Leave for employee hired on or after January 1, 2016

For officers or employees in the City service hired on or after January 1, 2016 with a Class title listed in Section V-2 A, B, C and Section VI-2 A and C of the Personnel Policy not covered by a labor or at will employment agreement, except temporary, part-time and seasonal employees shall be allowed vacation leave with pay as follows:

Years of Service	Vacation Accrued Each Year
After first year to year two (2)	Forty (40) hours per year
Years two (2) through four (4)	Sixty (60) hours per year
Years five (5) to year seven (7)	One hundred (100) hours per year
Years seven (7) to year ten (10)	One hundred twenty (120) hours per year
Years ten (10) to year fifteen (15)	One hundred forty (140) hours per year
Years fifteen (15) to year thirty (30)	One hundred sixty (160) hours per year
Years 30 and beyond	One hundred eighty (180) hours per year

Vacation credit for employees described in Section A.1 shall accrue at the rate of one-half (1/2) of the employee's current annual vacation leave for each six (6) months of continuous service

B. Vacation Carryover. An employee covered by Section A.1 with less than seven (7) years of service shall be entitled to accumulate not more than one (1) calendar week in addition to his/her current annual vacation allowance unless said employee is covered under separate contract An employee covered by Section A.2. without regard to years of service, and employees covered by Section A.1 with seven (7) or more years of service, shall be entitled to accumulate not more than two (2) calendar weeks per year cumulative in addition to his/her current annual vacation allowance. Carry-over of vacation accrual in excess of these amounts will only be upon written authorization of the City Manager. Appointed City officials (City Assessor, City Attorney, and City Manager) shall be allowed to maintain up to twelve (12) calendar weeks in their vacation bank and may annually carryover four (4) weeks until that amount is reached. Any carryover in excess of twelve (12) weeks by the City Assessor and City Attorney must be approved by the City Manager. All other employees are limited to a

maximum carryover of eighty (80) hours from one year to the next.

In the event that an employee has been unable to use his/her accrued vacation during the calendar year and has more than the allowable yearly carryover, the employee may submit a written request to the City Manager to be compensated for the unused vacation bank hours, subject to the following conditions: (1) the request for compensation in lieu of vacation will indicate the employee was not able to schedule the vacation consistent with work demands or scheduling problems; (2) the department head will approve the payment; (3) no vacation leave hours will be compensated within the yearly allowable carryover amount for non-appointed officials; (4) the maximum vacation hours that will be converted to a wage payment will be eighty (80) per year for full-time non-appointed employees and one hundred and sixty (160) per year for appointed officials; and any hours in excess of the allowable carryover and allowable compensation for hours in excess of carryover will be forfeited by the employee.

C. Vacation Use and Scheduling. Vacation leave may normally be granted in periods of not less than one (1) week and not more than the maximum accumulation allowed. Vacation use of less than a full week will be considered by department heads on a case by case basis, and will not be unreasonably denied. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

Department heads shall schedule vacation leave with particular regard to seniority of employees and in accordance with operating requirements and, insofar as possible, with the written request of the employees. Department heads shall prepare such reports of leave taken as may be required by the City Manager.

Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave. Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

Vacation Pay Out Upon Termination of Employment.

1. If an employee covered by Sections A.1. and A.2., with less than five (5) years of service, who is otherwise eligible for vacation with pay, quits or is discharged and is not reinstated on or after the anniversary date upon which the employee qualified for such vacation with pay without having received the same, such employee will receive, along with his/her final paycheck, the vacation pay for which the employee qualified as of such anniversary date. If such employee quits or is discharged prior to the anniversary date upon which he would have qualified for vacation with pay, the employee will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

2. Employees covered by Sections A.1. And A.2. with five (5) or more years of service are eligible to use vacation and/or receive a lump sum pay out for vacation in the employee's final year of service (whether terminating or retiring), subject to the employee being physically present and working at least five hundred (500) hours during said year. If said employee takes vacation during the final year and leaves employment of the City without working the required five hundred (500) hours, any vacation paid to the employee shall be deducted from the employee's final wages or

other payoffs.

Section XV-2. Sick Leave. Effective with the initial date of employment, every officer and employee, not covered by a labor agreement, in the City Service, except temporary, part-time and seasonal employees, shall be granted one (1) work day sick leave allowance for each completed calendar month of service, during which the employee has actually worked or been on approved leave with pay. However, those on sick leave exceeding one hundred twenty (120) hours per month, shall not accumulate sick leave during the applicable months. All foreseeable leave for such purposes shall require specific prior approval of the Department Head. In the event of sick leave for any purpose, the Department Head may require a certificate of a medical doctor or other competent professional individual giving information as to the circumstances involved. The immediate family for these purposes shall be regarded to include the parents, spouse, children, brothers, sisters, grandparents, grandchildren and immediate in-laws, domestic partners, and foster or step relatives thereof. A non-union employee shall receive the amount of pay he/she would have received on a regular eight (8) hour straight time basis for time necessarily lost during his/her normal scheduled work week, not to exceed three (3) days, to make arrangements for and to attend the funeral of a member of his/her immediate family. Additional days may be allowed upon approval of the Director of Human Resources and said additional days shall be deducted from sick leave.

The City's sick leave policy is compliant with the State of Michigan Earned Sick Time Act, MCL 408.964, Sec. 4, as amended, which provides that sick time allowance may be used for the following reasons:

- The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

- The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.

- If the employee or the employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim service organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- For closure of the employee's primary workplace by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Upon retirement or voluntary resignation and after no less than three (3) years of continuous service, non-union employees may be paid for unused sick leave as follows:

Date of Hire	Maximum Number of Days (up to)
On or Before June 30, 1990 AND Regardless of hire date, all those with an at will employment agreement and titled as a Department Head of above	90 days
July 1, 1990 through June 30, 1995	70 days
July 1, 1995 through June 30, 2000	50 days
July 1, 2000 through June 30, 2005	30 days
July 1, 2005 through June 30, 2010	20 days
July 1, 2010 through June 30, 2015	10 days
On or After July 1, 2015	5 days

Unless otherwise provided by contract (employment or union), this provision shall only apply to persons who retire, are eligible for immediate pension benefits, voluntary retire or resign as noted above.

Employees not covered by a labor agreement shall be paid, in cases of duty-related death, an amount equal to fifty percent (50%) of salary for unused sick leave with a maximum of up to one hundred eighty (180) days' accumulation. Such benefits shall be payable to the employee's designated beneficiary or, where such beneficiary has not been designated, to the personal representative of the employee's estate.

Effective July 31, 2000, employees not covered by a labor agreement, who are eligible to accrue sick leave and who have a sick leave balance, may use up to sixteen (16) hours of accrued sick leave per fiscal year to attend to personal business and/or civic functions. (Such time shall not be used for vacation, recreation or similar purposes.) Requests to schedule sick leave for personal business will generally be made in advance and are subject to department head approval. There shall be no carryover of unused personal business use of sick leave from one fiscal year to another fiscal year.

Additionally, effective August 1, 2015, all future sick leave banks shall be capped at 1,440 hours (180 days) for those with less than the capped amount in their bank. Anyone who subsequently reaches the cap shall be exempt from receiving additional sick time until their bank falls below this threshold.

Section XV-3. Family Leave Policy.

A. Purpose. To define the policy and procedure of the City with regard to family leave required by the Family and Medical Leave Act of 1993.

B. Definitions.

"*Serious health condition"* means an illness, injury, impairment, or physical or mental condition that involves continuing inpatient or outpatient care at a hospital, hospice, or residential care medical facility under the supervision of a licensed physician.

"Son or daughter" means a biological, adopted, or foster child or stepchild, or legal ward.

"Spouse" means a husband or wife; it does not mean an unmarried domestic partner.

C. Policy. Employees who have worked for the City for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave for the following reasons:

1. Birth of a child of the employee;

2. Placement of a son or daughter into the employee's family by adoption, foster care, or other legal arrangement;

3. To care for the employee's spouse, son or daughter, or biological parent who has a serious health condition; and

4. The presence of a serious health condition which renders the employee unable to perform the functions of the employee's position.

In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless the employee and the City agree in advance to such an arrangement. If both spouses are employed by the City, the combined leave for the family unit shall not exceed twelve (12) weeks.

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hour basis only if such leave is medically necessary. If intermittent or reduced hour type of leave is required, the City may in its sole discretion temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

Employees on an approved FMLA for themselves or other eligible person shall not abuse or misuse the FMLA leave or commit FMLA fraud. Any employee found to committing FMLA fraud, abuse or misuse, may be subject to disciplinary action up to and including immediate termination of their employment. For example, an employee on an approved FMLA to care for the serious health condition of their spouse, child or parent and who is discovered to be spending substantial time away from providing such care, may be considered to be misusing or abusing FMLA leave and/or committing FMLA fraud and may be subject to disciplinary action up to and including immediate termination of their employment.

During a family leave, the City will continue to pay its portion of the health insurance premiums covering the employee and his/her family. The employee must continue to pay his/her share of this premium, if applicable. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or the failure to return is due to circumstances beyond the control of the employee.

While on family leave under this policy, the employee shall not accrue vacation pay, sick pay, pension, service credit, or seniority. Employment benefits accrued by the employee up to the day on which the family leave begins will not be lost.

Use of leave banks:

(1) Health Related Leaves: Unless the employee is eligible for benefits pursuant to the Worker's Compensation Statute, in all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations, the employee shall be required to use his/her unused sick leave credits. If the employee uses all his/her accrued sick leave while absent or does not have any unused sick leave credits, the employee must then use his/her accrued unused vacation time off until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

(2) Parental Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary), the employee will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use his/her accumulated vacation days until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

NOTE: The Family Leave Policy does not override any less restrictive labor agreement provisions regarding the use of vacation/sick time.

Employees who return to work from family leave within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Applications for family leave must be submitted in writing. Applications shall be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if thirty (30) day notice is not possible. Appropriate forms supported by adequate medical or other necessary documentation must be submitted to the Personnel Department to initiate a family leave or to return the employee to active status.

Section XV-4. Disability Leave. Any appointed official, officer or employee of the City who suffers an injury or illness as a result of a service-connected accident or condition may be granted, upon proper authorization by the City Manager, leave with full pay for a period not to exceed three (3) calendar months for each incident; provided, however, that such period of time may be extended up to an additional nine (9) calendar months at the discretion of the City Manager. The City Manager's discretion will be predicated upon satisfactory medical evidence secured by the City.

Provided, further, that a deduction in the pay granted under this section may be made to the extent of any sums the appointed official, officer or employee may receive from any workers' compensation fund to which the State, County or City contribute. In the event of service-connected illness or injury resulting in extended absence, the employee may elect to supplement any Workers' Compensation benefits to which he is entitled by use of ordinary sick leave credit and vacation leave credit to the

maximum extent of such credit.

Section XV-5. Military Leave. Any employee who presents official orders requiring his/her attendance for a period of training, examinations, or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

Section XV-6. Special Leave.

A. In addition to leaves authorized above, a Department Head may authorize an employee, not covered by a labor agreement, to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year. The City Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for purposes that are deemed beneficial to the City Service.

The City Council, upon the recommendation of the City Manager, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City Service.

B. Jury Duty. An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

C. Court Witness.

1. When a non-union non-exempt employee, as a result of performing his/her duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for the actual time necessarily spent at the court or before the administrative agency at time and one-half (½) his/her hourly rate of pay. As a condition of receiving such payment, the employee shall assign the court or administrative agency appearance fee to the City of Jackson.

2. When a non-union exempt employee, as a result of performing his/her duties as a

City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency, the employee shall be paid actual straight time. The exempt employee may retain the court or administrative agency appearance fee.

3. When a union employee, as a result of performing his/her duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid according to the appropriate union labor agreement.

Section XV-7. Absence without Leave. An officer or employee, who is absent from duty, shall report the reason therefore to his/her supervisor prior to the date of absence when possible and in no case later than noon of the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence.

Such absence may be made the grounds for disciplinary action up to and including discharge. If an employee is absent without leave for three (3) or more regularly scheduled working days, said employee shall be terminated from employment unless said employee presents a justifiable reason acceptable to the City Manager. Any exceptions may be made in the discretion of the City Manager if extenuating circumstances or an emergency made said notification impossible.

REF: (1) Article VIII, Length and Continuity of Service.
(2) Sick Leave Policy, Administrative and Supervisory Personnel (Admin. Rule No. 30)

ARTICLE XVI - HOLIDAYS

Section XVI-1.

A. All regular, full-time employees not covered by a labor agreement shall receive their regular compensation for the following legal holidays or parts thereof:

Day	Month	Holiday
1st	January	New Year's Day
3rd Monday	January	Martin Luther King Day
3rd Monday	February	President's Day
Friday (immediately preceding Easter)		Good Friday
Last Monday	May	Memorial Day
4th	July	Independence Day
1st Monday	September	Labor Day
11th	November	Veteran's Day
4th Thursday	November	Thanksgiving Day
Friday (immediately after Thanksgiving)	November	
24th	December	Christmas Eve Day
25th	December	Christmas Day

If a holiday falls on an employee's regularly scheduled day off, the employee shall celebrate such holiday on his/her closest regularly scheduled working day. If a salaried employee

other than a Department Head or Assistant Department Head is required to work on such holiday, such work shall be treated as overtime work, to be compensated for at two (2) times regular rate of pay in addition to holiday pay.

In addition to the above, any day may be designated as a holiday by proclamation of the Mayor, upon the approval of the City Council.

B. An employee shall forfeit his/her right to payment for any such holiday if he/she has an unexcused absence on his/her last regularly scheduled work day preceding such holiday or on his/her first regularly scheduled work day following such holiday.

C. Part-Time Employees and Paid Holidays – Part-time employees are defined as those working in regularly budgeted positions which work year-round and work on average of 29 hours per week are not eligible for paid City holidays. Department heads may adjust the part-time employee's work hours/days during holiday weeks, at their discretion based upon operational needs, but such adjustment is not mandatory and such adjustment may not exceed the budgeted hours for the position. Seasonal and temporary workers are not eligible for paid City holidays.

ARTICLE XVII - INSURANCE

Section XVII-1. Health Insurance Benefits. The City may in its sole discretion choose to offer a single health insurance plan or a variety of health insurance plans to eligible full-time employees. The plan year runs from July 1 to June 30. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree. The City retains the right to change active employee/retiree insurance providers and active employee/retiree health insurance plan design for all non-union active employees and non-union retirees, regardless of dates of retirement or employment. Substantive changes in the City's health insurance plans (i.e., dependent coverage, elimination/addition of a benefit, etc.) shall be submitted by City administration to City Council for review and adoption. This applies to all non-union active employees and non-union employees retiring from any City sponsored pension systems.

Section XVII-2. Health Insurance Credits. Effective July 1, 2016, non-union full-time officers or employees in the City Service, not covered by a labor agreement, except temporary, seasonal and part-time employees, shall be provided an amount not to exceed seven hundred ($750) dollars in any given fiscal year, for the employee, his/her spouse and dependent children for dental and/or vision insurance expenses. In addition, the above-mentioned employees will receive the following insurance credits not to exceed their eligible coverage levels: Single - $1,500; Two Person - $1,850 and Family - $2,200 in any given fiscal year, for the employee, his/her spouse and dependent children under age 26 for health insurance expenses. In the event the employee selects to opt-out of any combination of health, dental and/or vision coverage, the employee will receive the opt-out balance, prorated and paid on a bi-weekly basis. There shall be no carryover of unused benefits from any fiscal year to another. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

Section XVII-3**.** Life Insurance. Administrative and Supervisory Employees in the City Service, not covered by a labor agreement, except temporary, part-time and seasonal employees and the Director of Police and Fire Services, Deputy Police Chief, and Deputy Fire Chief (Ref: Article XVI, Section XVI-6), shall be provided a term life insurance equal to one times their annual earnings, but in no case shall it be less than $30,000.00 or more than $125,000, and rounded to the next highest multiple of $1,000 and at no cost to the employee. There is an additional provision for payment of double face value for accidental death benefits and benefits for dismemberment. Furthermore, all employees with at will employment agreement which guarantee a higher dollar value paid for by the City shall be allowed to maintain such coverage at their own cost.

Section XVII-4**.** Medical, Surgical, Hospitalization and Prescription Drug Insurance. Medical, surgical and hospitalization and prescription drug insurance shall be provided to all non-union employees, including the Director of Police and Fire Services, Deputy Police Chief and Deputy Fire Chief in accordance with this Personnel Policy and shall not be tied to any collective bargaining agreement.

A. Current Officers and Employees**.** It is the current intent of the City to provide for current full-time regular employees or full-time officers in the City service, who are not covered by a labor agreement, a medical, surgical, prescription drug and hospitalization insurance plan of the City's choosing. Such health insurance plans may be modified, changed or discontinued altogether at the City's discretion. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). Such benefits are not provided to temporary, part-time and seasonal employees. Non-union employees eligible for such health insurance plans are required to pay no less than twenty (20%) percent of premium share for such coverage. However, the following exceptions apply:

1. Wellness Incentive Program. Effective July 1, 2015 all City employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a smoking free workforce. Unless an employee choses to opt out of the program in exchange for paying a higher percentage of their healthcare premium, all employees shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). Annual tests shall be administered between May and July of EACH calendar year. The employer may retest any employee at any time. Upon receiving a negative test result (i.e. no cotinine), employees will be entered into the reimbursement program for a one (1) year individual membership at the gym of their choosing in an amount up to their actual costs but not to exceed $60/month. However, a positive test result (along with all those choosing to opt out) will result in having to pay the following additional amount towards that year's health insurance premium:

Fiscal Year 2017/2018	+ 15%
Fiscal Year 2018/2019	+ 25%
Fiscal Year 2019/2020	+ 30%
Fiscal Year 2020/2021	+ 35%
Fiscal Year 2021/2022	+ 40%

An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee will be reevaluated on an annual basis at which time their status may be adjusted; however, an

opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager. Additionally, employees seeking eligibility for the gym membership will only be reimbursed up to $60/month after demonstrating via a facility usage report no less than fifty-two (52) visits every six (6) months during the fiscal year or prorated for the duration of their 6 month period.

Commencing January 1, 2018 all employees choosing to participate in family health insurance coverage are required to have individual family members covered by City health insurance comply with the above reference testing provided said individuals/s are at least 18 years of age. Additionally, all rules regarding wellness program still apply. All persons who retired on or after January 1, 2017 and family members eligible for City paid healthcare insurance shall also comply with testing and co-pay requirements of the wellness program.

2. In the event of non-duty disability leave of absence of an employee with resulting incapacity to work, the Employer will continue to pay its portion of premiums (with the employee paying at least twenty (20%) percent) of said insurance and on the insurance provided for in Article XVII, Section XVII-3, above, hereof only for the period of time equal to such employee's accrued sick leave or for a period of six (6) months during disability, whichever is the greater.

Effective December 11, 2012, for all benefit eligible non-union employees, if a non-union employee's spouse who is a full-time employee with another employer has medical coverage available with his/her own employer's plan, they cannot be covered under the City of Jackson's health insurance plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source. Benefit eligible non-union employees may have their dependent children under twenty-six (26) years of age covered by the City of Jackson's health insurance plan.

B. Duty Disability Retirees. Duty disability retirees are defined as those who are totally physically disabled to work, or who subsequently become totally physically disabled to work as a result of an illness or injury sustained in the course of their duties while employed by the City of Jackson and are eligible for immediate pension benefits pursuant to a City of Jackson Retirement Plan. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in- lieu of health benefits for any non-union employee or non-union retiree (if eligible). Non- Union Employees hired on or after December 11, 2012 shall participate in the Retiree Health Savings Account and shall not be eligible for traditional retiree health insurance plans. Non- Union employees hired before December 11, 2012 in a City sponsored the pension plan who retire on or after February 1, 2013 as a duty-disability retiree, may be eligible for retiree health insurance. Such insurance may also cover the spouse to whom the retiree is married to at the time of retirement if such spouse meets the City's spouse health insurance eligibility requirements and the insurance will cover the dependent children under twenty (26) years of age. The duty-disability retiree who retires on or after February 1, 2013, must pay a portion of the retiree health insurance premium as follows: Duty-disability retirees must have at least fifteen (15) years of service to be eligible for retiree health insurance and the retiree must pay the percentage of the premium share for retiree health insurance as is codified in Tables A B, or C in the Non-Duty Disability and Service Retiree sub-section in this Article. An employee who retires on a duty disability pension on or after July 1, 1979 and subsequently ceases to be covered by the City's insurance because of his/her employment or his/her spouse's employment and resulting

insurance may upon termination of such coverage elsewhere, reenter the insurance coverage as specified in this section. If a retiree who is receiving retiree health insurance should expire, the retiree's surviving eligible spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefits. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis and only applicable until the surviving spouse and/or/dependent children have other health care benefits for which they are eligible. The applicable retiree and City premium share contributions shall continue in such cases where said survivors are eligible per policy.

C. Non-Duty Disability and Service Retirees.

1. General: Non-Union Employees hired on or after December 11, 2012 shall participate in Healthcare Savings Plan (HCSP) and shall not be eligible for traditional retiree health insurance plans. The City will provide access to retiree health insurance for non-union employees hired before December 11, 2012, defined in Article XVII, Section XVII-4.A., above, and who are members of a City sponsored pension plan, when they become non-duty disability and retirees according to the following tables [including their spouses at the time of retirement (assuming their spouse meets the City's eligibility requirements and their dependent children under twenty-six (26) years of age], and as otherwise provided in this section. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). The non-duty, duty-disability retiree or service retiree eligibility and retiree health insurance premium share contributions are as follows:

a. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012 and who retire by or on March 31, 2017 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table A below:

TABLE A

Non-Union Full Time City Retiree Eligibility for Retiree Health Insurance	Retiree Premium Share
Must have 30 yrs. of full time City service and be at least age 58 at the time of retirement to be eligible for retiree health insurance (service retirees), or	20%
Must have 27 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees), or	30%
Must have between 20 - 26 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees)	35%

Must have at least 15 yrs. of full time City service as of December 11, 2012 and be at least age 62 at the time of retirement to be eligible for retiree health insurance (service retiree)	40%
Duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance	25%
Non-duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance	45%

b. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012 and who retire between December 1, 2017 and December 31, 2025 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table B below:

TABLE B

Non-Union Full Time City Retiree Eligibility for Retiree Health Insurance	Retiree Premium Share
Must have 30 yrs. of total full time local government service with at least 5 years as a full time employee of the City of Jackson and reach age 56 years of age to be eligible for retiree health insurance, unless as noted below, or	20%
Must have 27 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees), or	30%
Must have between 20 - 26 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees)	35%
Must have at least 15 yrs. of full time City service as of December 11, 2012 and be at least age 65 at the time of retirement to be eligible for retiree health insurance (service retiree)	40%
Duty disability retiree, must have at least 15 yrs. of full time City service to be eligible for retiree health insurance	30%
Non-duty disability retiree, must have at least 20 yrs. of full time City service and 60 years of age to be eligible for retiree health insurance	50%

Footnote: Any employee with no less than 30 years of full time City service (non-reciprocal) as of April 1, 2016 who as of that date does not receive City health insurance may retire any point thereafter with the ability to receive City sponsored retiree health care upon loosing coverage from a spouse. If said employee enters the City's health insurance plan between age 55 and 58 the premium share contribution would be 35%, if between age 59 and 61 the premium share would be 30% and after the age of 62 it would be 20%.

c. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012 and who retire on or after January 1, 2026 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table C below:

TABLE C

Non-Union Full Time City Retiree Eligibility for Retiree Health Insurance	Retiree Premium Share
Must have 36 yrs. of total full time local government service with at least 10 years as a full time employee of the City of Jackson and reach 60 years of age to be eligible for retiree health insurance, or	20%
Must have 36 yrs. of full time local government service with at least 12 years as a full time employee of the City of Jackson and reach age 58 to be eligible for retiree health insurance, or	22%
Must have 34 yrs. of total full time local government service with at 5 years as a full time employee of the City of Jackson and reach age 60 to be eligible for retiree health insurance, or	25%
Must have 32 yrs. Of total full time local government service with at 20 years as a full time employee of the City of Jackson and reach age 64 to be eligible for retiree health insurance (service retirees), or	35%
Must have 30 years of full time City service ad be at least age 62 at the time of retirement to be eligible for retiree health insurance (service retirees), or	25%
Must have 27 yrs. Of full time City service and be at least age 62 at the time of retirement to be eligible for retiree health insurance (service retirees), or	30%
Must have between 20 - 26 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees)	35%
Duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance	40%
Non-duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance	50%

Full time Local Government Service shall mean full time work performed or pension service held for a city, village, township, county, or a subdivision thereof. (Jackson Housing Commission Employees are not eligible for City Healthcare Benefits)

d. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table D below:

TABLE D

Non-Union Full Time City Retiree Eligibility for Retiree Health Insurance	Retiree Premium Share
Prescription drug coverage limited to only three (3) years from retirement or until Medicare eligible, (whichever is less). After three (3) years, the non-union retiree may have access to prescription drug coverage but must pay 100% of the premium unless an employment agreement states otherwise. The latter is at the discretion of the City Manager but is only applicable for Department heads and above.	Retiree must pay the same premium share percentage for prescription drug coverage as they pay for retiree health insurance coverage. When such retired employee reaches an age or otherwise becomes eligible for Medicare coverage, the City shall pay a maximum of $325 per month for the retiree or $450 for the retiree and spouse to purchase Medicare supplemental and prescription drug coverage and the retiree (and spouse at such time as they reach age 65) shall be removed from the City's insurance plan upon reaching age 65.

New Non-Union Employees Hired On or After December 11, 2012 - Eligible for Healthcare Savings Plan (HCSP) Only. No retiree health insurance shall be offered. City contributes $1,750/yr., with $100 inflationary adjustment every five (5) years. Employee contributes $750/yr., with $50 inflationary adjustment every five (5) years. Non Union Supervisory Contractual Employees hired on or after December 11, 2012 – Eligible for Healthcare Savings Plan Only. No retiree health insurance shall be offered. City contributes $3,000/yr., with $100 inflationary adjustment every five (5) years. Employee contributes $350/yr., with $50 inflationary adjustment every five (5) years.	NA
Medicare Eligibility – City to pay maximum of $325 per month for retiree or $450 for retiree and spouse to purchase Medicare supplemental and prescription drug coverage upon reaching Medicare age shall be removed from City's insurance plan at that time.	Retiree responsible for securing their own Medicare supplemental and prescription drug coverage with the City providing partial stipend as noted.

Non-Union ACT 345 managers (including the classifications of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division) shall remain in the ACT 345 pension system and may be eligible for retiree health insurance. Active employees hired before July 1, 2012 and working in or promoted into a non-union ACT 345 manager classification on or after November 1, 2015 will be eligible for retiree healthcare and the retiree premium share shall be in accordance with the table below. Such insurance may also cover the spouse to whom the retiree is married at the time of retirement if such spouse meets the City's spouse health insurance eligibility requirements and the insurance will cover the dependent children under twenty (26) years of age.

Years of Service	Retiree Healthcare Premium Share
25	40%
26	37%
27	35%
28	32%
29	30%
30	20%

Non-Union Retirements On or Before December 2012 – Non-union employees in a City sponsored pension plan who retire ON OR BEFORE December 11, 2012, or who retire between December 11, 2012 and January 31, 2013, shall pay 10% of the retiree health insurance/prescription drug/Medicare supplement premium share effective July 1, 2013; shall pay 15% of the retiree health insurance/prescription drug/Medicare supplement premium share effective 7/1/2014; and shall pay 20% of the retiree health insurance/prescription drug/Medicare supplement premium share effective July 1, 2015. Such retirees who are paying 20% or more for retiree premium share will continue pay at that premium share level. Such retirees will also have their Medicare stipend paid by the City amended to $325 per month for retiree or $450 for the retiree and spouse effective February 1, 2013. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

2. Employees who terminate service before they are eligible to receive a City of Jackson service retirement pension, for a reason other than disability, (i.e., "deferred retirees") are not eligible to participate in any health insurance plan provided by the City to its retirees until the date in which they can draw retirement benefits. To be eligible for health insurance benefits as a service retiree, non-duty disability retiree or duty- disability retiree, the employee must acquire the minimum years of service credit as stipulated in the relevant sections of this policy, excluding service credit earned pursuant to the application of the Reciprocal

Retirement Act (MCL 38.1101, et seq.) and excluding service time purchased pursuant to the Employee Retirement System ordinance (Jackson City Code, 2-501, et seq.).

The applicable insurance coverage and the City's liability to pay its portion of the premium shall cease if the retired employee accepts employment with another employer who provides health insurance coverage or if the retired employee's spouse is/was employed and the spouse's employer provides health insurance coverage. An eligible retiree may reenter the City-provided insurance program if he/she discontinues City-provided insurance because he/she was eligible for insurance coverage through his/her employment or his/her spouse's employment, and such other insurance coverage is subsequently terminated.

If a retiree who is receiving retiree health insurance should expire, the retiree's surviving eligible spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefits. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis. The applicable retiree and City premium share contributions shall continue in such cases.

3. NON-UNION RETIREE PRESCRIPTION DRUG COVERAGE - Effective August 13, 2013, all non-union pre-age 65 non-Medicare eligible retirees (all retirement categories, i.e., service, duty-disability, and non-duty disability retirees) who retired on or after August 13, 2010, shall at the conclusion of the three years of City-provided prescription benefit coverage, have access to the City's retiree prescription drug benefit plan with the non-union retiree paying 100% of the cost until such time as they are Medicare-eligible. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

4. NON-UNION RETIREE OPT-OUTS (Cash-in-lieu) OF RETIREE HEALTH INSURANCE - Effective February 6, 2013, all non-union employees eligible for retiree health insurance, regardless of date of retirement, who are pre-age 65, who must opt-out if they have other comparable coverage available to them, will receive the following opt-out payment: Single opt-out is $2,500 per year; Two-person opt-out is $2,850 per year, or Family Opt-out is $3,200 per year. The annual opt-outs are prorated and paid on a per month basis. This applies to non-union employees retiring from the City under any City sponsored pension systems. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

Section XVII-5. Long Term Disability. The City agrees to furnish and pay for the cost of a Long Term Disability Policy for all employees effective July 1, 1997, or as soon thereafter as processing will allow. The benefit level shall be sixty percent (60%) of each employee's salary, with a benefit duration to age 65, and shall include a ninety (90) day elimination period. Such policy shall be "guaranteed issue," subject to the 3/12 preexisting condition clause, with the exact terms and conditions of the policy subject to availability within the market place.

Section XVII-6. Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division. Wages, benefits, and terms and conditions of employment for the positions of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire

Services – Police Division shall be in accordance with this Personnel Policy and shall not be tied to any collective bargaining agreement. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

ARTICLE XVIII – WORKERS' COMPENSATION ADMINISTRATIVE PROCEDURES

All workers' compensation claims as submitted by City employees shall be processed under the guidelines of the Michigan Workers' Compensation Act.

Section XVIII-1 - Reporting of Incidents. When an employee is injured, the employee's supervisor or department representative shall contact the Personnel and Labor Relations Department via telephone. The Human Resources Department will contact the medical clinic to give authorization for treatment and let them know that the injured employee will be coming in. If an employee is injured after hours when the clinic is not open, the employee may be taken to the hospital for treatment. The department will then notify the Human Resources Department of the injury via telephone on the first working day following the incident.

Section XVIII-2 - Life-Threatening Injuries. When an employee is involved in a serious or life-threatening injury, he/she will be transported immediately to the hospital. The employee's department will notify Human Resources as soon as possible following the incident.

Section XVIII-3 - Written Employee Incident/Injury Report. A written "Incident/Injury Report" shall be completed by the employee's department and forwarded to the Human Resources Department within five (5) working days of the incident. This report is needed in order to assure a timely filing of the workers' compensation claim with the insurance company.

Section XVIII-4 – Employee's Time off Due to Injury/Illness. The employee and/or department shall keep the Human Resources Department up-to-date on the following: Time off work due to workers' compensation injury/illness; return to work date; and days worked on light duty.

Section XVIII-5 - Prescriptions for Work-Related Injuries. Not all pharmacies will accept workers' compensation claims. Employees should contact the Human Resources Department for a referral to an appropriate pharmacy.

Section XVIII-6 -Medical Reports/Bills - The original of all medical reports and bills for services shall be forwarded to the Human Resources Department which will in turn forward same to the workers' compensation insurance carrier. Employees are responsible for informing any medical provider that an incident is work related. Work related incidents shall not be charged to an employee's health care insurance (i.e., BC/BS or HMO).

REF: ARTICLE XV, Section XV-4 - Disability Leave.

ARTICLE XIX - PERSONALLY OWNED AUTOMOBILE

Section XIX-1. Automobile Allowance. An officer or employee of the City who is required and specifically authorized by the City Manager to use his/her personally-owned automobile in the conduct of City business shall be paid, therefore, in accordance with Administrative Regulations as established by the City Manager. The City Manager may, at his/her discretion, increase the mileage allowance to equal, but not exceed, any mileage allowance determined by the Internal Revenue Service as an appropriate amount for tax purposes.

ARTICLE XX – HARASSMENT

Section XX–1. Policy Against Harassment. All City employees and potential employees are entitled to be treated with dignity and respect in the workplace. More specifically, City employees and potential employees are entitled to work in an environment that is free of intimidation, humiliation, insult and offensive acts or speech based on race, color, national origin, religion, age, gender, disability, pregnancy, height, weight, sexual orientation, marital and other legally protected status.

Every City employee is responsible to avoid personal conduct that violates this policy, to participate in periodic training regarding prohibited harassment and discrimination, and to act to eliminate all forms of prohibited harassment and discrimination in the course of employment. In most circumstances, a City employee who believes he or she is being harassed in violation of this policy will be expected to advise the harasser that his or her conduct is offensive and/or ask that the conduct be stopped.

Every supervisor is responsible to be vigilant in identifying conduct that may reasonably be identified as prohibited harassment or discrimination within his or her area of responsibility, to coach subordinates to avoid behaviors that may reasonably be perceived as harassment or discrimination, to investigate alleged harassment or discrimination within their area of responsibility, and to take appropriate corrective action when improper harassment or discrimination has taken place.

The City administration will schedule periodic training for all employees regarding respectful workplace expectations and illegal discrimination and harassment. Allegations of illegal discrimination and harassment by and toward City employees will be investigated in a fair, impartial and expeditious manner. Supervisors and department heads who are investigating allegations of prohibited harassment or discrimination will be provided support by the Director of Human Resources and/or the City Manager/designee. In those instances in which a violation is substantiated, immediate action will be taken to remedy the situation and prevent its recurrence. Additionally, the City administration will act to prevent retaliation toward any individual who files a complaint of, or participates in an investigation related to, discrimination or harassment as defined in this policy.

Employees who violate this policy will be subject to discipline, up to and including discharge.

Section XX–2. Definitions.

Discriminate: to base employment decisions related to opportunities, benefits, privileges, working conditions, or evaluation standards in whole or in part on the person's race, color, national origin, religion, age, gender, disability, pregnancy, height, weight, sexual orientation, marital or other legally protected status. Prohibited discrimination does *not* include some employment actions based on a protected status, such as: efforts to recruit a diverse pool of qualified applicants, accommodations made for temporary or permanent disabilities, job assignment restrictions for minors, or preferences in some positions for multi-lingual candidates.

Harass: verbal or physical conduct designed to threaten, intimidate or coerce based on a protected status. Harassment includes verbal taunting which impairs an employee's ability to perform his or her job. Examples of inappropriate verbal conduct include racial or ethnic slurs, verbal abuse or kidding of a sexual nature, including comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes," or any other tasteless, sexual comment, innuendo or action. Examples of inappropriate non-verbal and physical conduct include distribution (including by e-mail), display or discussion of any written or graphic material that ridicules, denigrates, insults or otherwise shows hostility or aversion toward an individual or group because of a protected status. Inappropriate physical conduct could include pushing, blocking or otherwise physically intimidating an employee based upon a legally protected status.

Hostile Work Environment: Conduct may produce a hostile work environment if the conduct has the purpose or effect of unreasonably interfering with an employee's work performance (e.g., reduces personal productivity or time available to work at assigned tasks) or creating an intimidating or offensive work environment.

Sexual Harassment: includes unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) the conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment (i.e., "hostile work environment"). Examples of unwelcome sexual advances include patting, pinching, pushing against, hugging, cornering, kissing, fondling, or any other similar physical contact. Examples of requests for sexual favors include subtle or blatant expectations, pressures or requests of a sexual nature.

Section XX-3. Complaint Process.

A. Reporting an Incident – Victim

When an employee believes she or he is the victim of prohibited harassment or discrimination, the employee is strongly encouraged to tell the offending party/parties that the conduct is offensive and unwelcome. In some situations, the employee will achieve his or her desired result based on this action alone. The affected employee is also strongly encouraged to document all incidents of harassment or discrimination as soon as

practical after they occur, including identifying other possible witnesses, in order to facilitate investigation of the employee's complaint. It is helpful if the employee drafts a written complaint before speaking with a supervisor or administrator; otherwise, the employee will be required to sign a written complaint shortly after orally reporting the allegations.

The complaint may be filed with any of the following:

1. Employee's immediate supervisor
2. Another supervisor in the employee's "chain of command"
3. Employee's department head
4. Director of Human Resources
5. City Manager or Assistant City Manager/Operations
6. Michigan Department of Civil Rights
7. U.S. Equal Opportunity Commission

B. Reporting an Incident – Observer

When an employee observes prohibited harassment or discrimination toward another City employee, the witnessing employee is strongly encouraged to document all related information as soon as practical, including the identities of the victim(s) and other possible witnesses, in order to facilitate investigation of the complaint. The observer should then relay all relevant information to any of the following:

1. Employee's immediate supervisor
2. Another supervisor in the employee's "chain of command"
3. Employee's department head
4. Director of Human Resources
5. City Manager or Assistant City Manager/Operations

NOTE: Supervisors and department heads are encouraged to consult with the Director of Human Resources or the Assistant City Manager/Operations for assistance in conducting a fair and comprehensive investigation.

C. Investigation

The investigator will assist the complainant to provide a written complaint, if one has not been provided. The investigator will speak with the injured persons, identified witnesses, and the alleged wrongdoer. If available, documentary evidence will be reviewed and preserved (such as emails, video or audio tapes, cell phone records, etc.). If appropriate, the investigator will observe the area in which the alleged misconduct occurred. The investigator will summarize the findings and share them with the appropriate administrator for final action.

D. Confidentiality

Employees may request confidentiality when making an inquiry about potentially filing a complaint (so long as specific details about the alleged misconduct are not provided),

when asking general questions about this policy, or related nonspecific matters, and those requests will be honored to the fullest extent possible. Employees may also confidentially seek advice on handling uncomfortable work situations or relationships through the Employee Assistance Program.

Confidentiality and anonymity cannot be guaranteed if the complainant provides specific details about alleged misconduct or wants the administration to take some corrective or disciplinary action. The employer will attempt to ensure individuals who are part of the investigation and decision-making processes exercise appropriate discretion within the context of the employer's legal obligation to act upon the charge of prohibited discrimination or harassment. While meeting that obligation, the employer will take into consideration the nature of the information provided, the privacy of the individuals involved, and the wishes of the complainant.

E. Retaliation

Retaliation against any employee for filing a harassment or discrimination complaint is prohibited. Retaliation against any employee or other person assisting, testifying or participating in the investigation of a harassment or discrimination complaint is prohibited. Employees who have engaged in retaliation prohibited by this policy will be subject to discipline, up to and including discharge.

ARTICLE XXI – PENSION IMPROVEMENTS

Section XXI-1. Retirement Plan Eligibility. Unless noted to the contrary within this policy and/or in an employment agreement, all employees eligible for membership in the City of Jackson Employees Retirement System (ERS) or other comparable City sponsored plans shall come under the terms of said Retirement System and the following table:

Requirements for those retiring on or before October 31, 2029: *	
	10 years of service and 62 years of age 27 years of service and 58 years of age 32 years of service and any age
Requirements for those retiring on or after November 1, 2029 and hired before December 31, 2018:	
	10 years of service and 64 years of age 27 years of service and 59 years of age 32 years of service and 58 years of age
Requirements for those hired on or between January 1, 2019 :	
	10 years of service and 68 years of age 39 years of service and any age
Requirements for those hired on or after January 1, 2020:	
	10 years of service and 70 years of age 40 years of service and any age

Requirements for those hired on or after January 1, 2022:	
	10 years of service and 72 years of age 41 years of service and any age

*Because of the Reciprocal Retirement Act of 1961, years of service shall include employment by any city, village, township, or county.

* Employees who continue to work in exceedance of the minimum years of service for which they are eligible to retire shall be eligible for an annual lump sum payment into a separate defined contribution (DC) plan equal to the amount of a one (1) step increase as outlined in Appendix A. All employees choosing this option agree to remain with the City through the fifth (5th) year of service. However, if they choose to leave before completion of their service extension, they shall not be eligible to draw from this DC plan until after an additional five (5) years has passed from their minimum years of service requirement has passed.

Those employees who separate city service with less than a full service retirement and defer their retirement benefits may do so according to the table below

Hire Date	Minimum years of age in order to draw a deferred retirement benefit
Hired prior to December 31, 2011	56
Hired between January 1, 2012 and December 31, 2017	60
Hired between January 1, 2018 and December 31, 2023	64
After January 1, 2024	68

Section XXI-2. Full-time non-union employees hired before July 1, 2012, shall participate in the City's Employees Retirement System (ERS), a defined benefit pension plan, with a 2.0% pension multiplier unless they have an at will employment agreement that states otherwise. The deduction for pension purposes shall be as follows for both the City's contributions and non-union employees' contributions:

City contribution rate is 12.42% as of July 1, 2019

Employee contribution rate is 10.88% as of July 1, 2019

The above deduction level may change as per the yearly valuation of the Actuary but that amount is

subject to final City Council approval.

Full-time non-union non-contract employees hired on or after July 1, 2012, shall participate in the ERS defined benefit (DB) plan with a 1.25% pension multiplier and shall also participate in the City's Municipal Employees Retirement System (MERS) defined contribution (DC) pension plan, thus participating in a hybrid pension plan. The City shall contribute 4% on behalf of the non-union employee with the employee contributing a minimum of 4% up to 20% to the DC pension plan. Full-time at will contractual employees who are appointed by the City Manager and who are offered a pension plan, shall be offered hybrid pension plan consistent with this section of the Personnel Policy unless their employment agreement states otherwise. The deduction for pension purposes shall be as follows for both the City's contributions and non-union employees' contribution for the DB portion of the hybrid plan:

City contribution rate is 12.42% as of July 1, 2019

Employee contribution rate is 6.97% as of July 1, 2019

The above deduction level may change as per the yearly valuation of the Actuary but that amount is subject to final City Council approval.

Employees covered by a collective bargaining agreement shall be governed by terms of the applicable collective bargaining agreement for pension purposes.

Section XXI-3. Effective July 14, 2015 the calculation of the Final Average Compensation (FAC) shall be as follows:

Hired before December 31, 1996: The average of the employee's last three (3) consecutive years of credited service.

Hired on or after January 1, 1997 and before June 30, 2012: The average of the employee's last four (4) consecutive years of credited service.

Hired on or after July 1, 2012 and before December 31, 2016: The average of the employee's last six (6) consecutive years of credited service.

Any employee hired on or after January 1, 2017: the average of the employees last eight (8) consecutive years of service.

Any employee hired on or after January 1, 2018: the average of the employees last nine (9) consecutive years of service.

Any accrued sick time, vacation time, and overtime shall not be counted towards the final average compensation.

Section XXI-4 Pension Cap. The maximum annual pension amount for all employees governed by the Personnel Policy shall be:

General Employee Retirement Plan Employees (Hired before June 30, 2012		Hybrid Pension Plan Employees (Hired on or after July 1, 2012)	
Years of Service	Pension Cap as percentage of FAC	Years of Service	Pension Cap as percentage of FAC
Over 10 and less than 20	35%	Over 10 and less than 20	24%
Over 20 and less than 25	47%	Over 20 and less than 25	28%
Over 25 and less than 30	54%	Over 25 and less than 30	32%
Over 30 and less than 32	62%	Over 30 and less than 35	41%
Over 32 and less than 35	68%	35 and less than 40	45%
Over 35 and less than 36	70%	40 and less than 45	47%
Over 36 and less than 38	71%		
Over 38	73%		

ARTICLE XXII – INFORMATION TECHNOLOGY POLICIES

Section XXII-1. Software Licenses. All users of City-owned information technology equipment will abide by licensing agreements that the City has entered into with software manufacturers. No software will be installed on a City computer without written permission of the designated Manager in the MIS Department.

Section XXII-2. Software Standardization. Software standards will be established by the MIS Department to maximize the compatibility of data exchange between City computers and to ensure cost effective interdepartmental communications and other exchanges.

Section XXII-3. E-Mail Use. The City of Jackson e-mail system was established for City of Jackson business, and there is no right to privacy for users of the City's e-mail system, except as a particular message may be exempt from disclosure pursuant to the Freedom of Information Act. The City Manager will establish and enforce standards for users of the City's e-mail system. If an official, employee or volunteer uses the e-mail system for personal matters, the use must be *de minimas* and meet the same standards established for professional use.

Section XXII-4. Internet Use. The City of Jackson internet system was established to support performance of City business, and there is no right to privacy for users of the City's internet system. The City Manager will establish and enforce standards for users of the City's internet system. If an official, employee or volunteer uses the internet system for personal matters, the use must be *de minimas* and meet the same standards established for professional use.

Section XXII-5. Misuse of Information Technology. The use of City-owned information technology is a privilege that may be revoked. Misuse and/or abuse of City-owned technology may result in disciplinary action and/or referral to law enforcement authorities for legal intervention.

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APPENDIX B – DEFINITION OF TERMS/WORD USAGE

- Anniversary Date – The annual anniversary date of continuing employment with the City as a regular full-time employee.

- City Sponsored Pension Plan/System – Shall include the defined benefit plan, defined contribution plan, the hybrid system, or any other pension system offered to a full time City employee.

- Classification Plan - A listing of the positions in the City government group by job classifications.

- Common Labor Group – Any non-department and/or division head position.

- Compensation - Monetary exchange for services rendered to the City by an employee and including longevity pay (if applicable).

- Compensatory Time - Time off the job in lieu of overtime for exempt employees for time worked beyond forty (40) hours per week.

- Demotion - A change in employment status from a position in one job classification to a position in another job classification having a lower maximum salary limit than the original job classification.

- Department Head - Those employees of the City in charge of an established City department.

- Discipline - Corrective action taken by supervisory personnel to change or control the behavior of subordinate employees.

- Dismissal - Permanent separation from City service for inefficiency, misconduct, repeated infractions of the rules or other just cause.

- Employee - Those persons in the employ of the City of Jackson who are covered by these rules in whole or in part.

- Employee Organization - Any formally recognized employee group engaged in collective bargaining with the City which results in a written contract.

- Exempt Employees - As defined by the Fair Labor Standards Act.

- Full time Local Government Service – Full time work performed for, or pension service achieved for a city, village, township, county, or a subdivision thereof.

- Grievance – Any at will non-union employee complaint including, but not limited to an allegation that a provision of this Personnel Policy has been violated.

- Disabled Person - Anyone who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

- Immediate Family – Unless otherwise specified, it shall include parents, spouse, children, brothers, sisters, grandparents, grandchildren and immediate in-laws.

- Job Classification - A group of positions sufficiently alike in duties, authority, and responsibility to justify the same title, qualifications, and pay scale.

- Layoff - The temporary or permanent separation of an employee as the result of the abolishment of the position or the reduction of work.

- Narcotics - Substances defined as narcotic by state and/or federal regulations and not prescribed by a qualified physician.

- Non-Exempt Employees -As defined by the Fair Labor Standards Act.

- Non-Union Employees - Employees who are not represented by an Employee Organization.

- Overtime - Time worked beyond eight (8) hours per day or forty (40) hours per week for hourly employees and for which they can expect time-and-one-half their hourly rate of pay.

- Overtime Exempt - Employees who are not granted overtime pay for hours worked in excess of forty (40) hours per week.

- Part-Time Employee **–** Employees who regularly work not less than twenty (20) but no more than 29 hours per week.

- Performance Appraisal - A report form filled out by the immediate supervisor of an employee rating the employee's quantity and quality of work and work attitudes.

- Position - A group of duties and responsibilities assigned or delegated by the City Manager requiring a full-time or part-time employee.

- Probation - A working test of the abilities of an employee to carry out the responsibilities of a position.

- Probationary Employee - An employee who has not yet completed the required probationary period.

- Qualified Person with a Disability - A person who, with reasonable accommodation, can perform the essential function of the job in question.

- Red-Circled - Employees whose rate of compensation has been frozen due to demotion or

reassignment. These employees shall not receive annual step increases until his/her rate of pay is consistent with the current salary schedule.

- Regular Full-Time Employee - An employee who is scheduled to work the standard work week of a department, holds title to a Full-Time position, and whose employment is expected to continue in duration.

- Seasonal Employee - An employee appointed for a limited period of time - especially one hired for a specific season of the year.

- Step Increase Date - Date of an individual employee's latest promotion and upon which date an employee receives his/her step increase.

- Supervisor - An individual with the authority to assign, direct and review the work of subordinates.

- Suspension - Temporary separation from City service with or without pay for disciplinary reasons.

- Temporary Employee - One who is appointed for a twelve (12) month or less period and not holding title to a position.

- Vacancy - A position duly created by the City Council, established in the budget, and not currently occupied by an incumbent.

- Verbal Reprimand - A verbal rebuke given to an employee by a supervisor for infractions of the rules.

- Workers' Compensation - Compensation for a disability or death as a result of personal injury suffered in the course and scope of employment; or disability or death due to an occupational disease contracted in the course and scope of employment.

- Written Reprimand - A written statement prepared by an employee's supervisor stating an infraction of the rules by the employee and providing pertinent information about the infraction.

WORD USAGE

- The words "shall" or "will" are to be construed as mandatory and the word "may" as permissive.

- The masculine gender shall be construed to include the feminine gender.

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JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: June 14, 2022

SUBJECT: Final Adoption of Ordinance No. 513

RECOMMENDATION:

Approve second reading/final adoption of an ordinance granting a PILOT to Greenwood Limited Dividend Housing Association, LLC.

Attached is Ordinance No. 513. Ordinance No. 513 was considered and moved for a second reading by Council at the May 24, 2022 City Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

ORDINANCE NO. 513

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED BY AN ALLOCATION UNDER THE LIHTC PROGRAM BY THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ)* (THE "ACT").

WHEREAS, the City of Jackson has received an offer from The Greenwood Limited Dividend Housing Association LLC, a Michigan limited liability company organized under the laws of the State of Michigan and in accordance with Chapter 7 of the Michigan State Housing Development Authority Act of 1966, as amended, to construct a new housing project, "The Greenwood", a minimum of 42 and maximum of 51 unit, three-story residential development for persons of low income, which offer is subject to the offeror's receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority; and

WHEREAS, the offer provides that it may be accepted by the enactment of a tax exemption ordinance providing for the payment of a service charge in lieu of property taxes for the class of housing development.

NOW, THEREFORE, THE CITY OF JACKSON ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Jackson Tax Exemption Ordinance No. __ – The Greenwood".

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Jackson is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Jackson will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad*

valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Jackson acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program and pass-through bond by the Michigan State Housing Development Authority, to acquire, construct, own and operate a housing project on certain property located at the corner of W. Wilkins Street and Greenwood Avenue being 227, 229, 223 W. Wilkins and 702,714, 718 Greenwood and 222. W. Biddle Street, Jackson, MI 49203 with the attached Exhibit A legal description in the City of Jackson to serve low income persons and families, and that the Sponsor has offered to pay the City of Jackson on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions. As used in this Ordinance:

A. Act means the State Housing Development Authority Act, Public Act 346 of 1966, as amended. (MCL 125.1401, et seq; MSA 16.114(1), et seq.).

B. Authority means the Michigan State Housing Development Authority.

C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

D. Disabled means any person or family whose head, spouse, or sole member is a Person with disabilities as defined in 24 C.F.R. §5.403.

E. Low Income Persons or Families means low income persons or families as defined in Section 15(a)(7) of the Act.

F. Gross Potential Rents means the total potential rents as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended, (as set forth in the schedule of charged rents that is to be provided to the City of Jackson on or before December 31 of each tax year) that could be charged to all sources if all units are occupied.

G. HUD means the U.S. Department of Housing and Urban Development

H. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant, an allocation under the LIHTC Program by the Authority, or HUD or Authority pass-through bonds, made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

I. Sponsor means The Greenwood Limited Dividend Housing Association LLC.

J. Utilities means charges for gas, electric, water, sanitary sewer, trash removal and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for low income persons and families that are financed by an allocation under the LIHTC Program by the Authority. It is further determined that The Greenwood Limited Dividend Housing Association LLC's "The Greenwood" apartments are of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction. The City of Jackson acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City of Jackson agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a mortgage loan, cash, or an allocation under the LIHTC Program by the Authority, the annual service charge shall be six (6%) percent of the gross potential rents charged and six (6%) of any non-monetary consideration of any form given in return for occupancy. There is no reduction for rents charged but not paid or not paid timely. There is no reduction for any utilities. Notwithstanding the foregoing, the parties agree that the annual service charge shall not exceed the *ad valorem* property taxes that would be paid if the property were not tax exempt.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Jackson and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City of Jackson and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before June 1 of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq).*

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid, or the Authority or HUD has any interest in the property, including a regulatory agreement in connection with an allocation under the LIHTC Program or Section 8 assistance under the Act, but not more than thirty (30) years; provided, that:

A. Sponsor files with the City Assessor a certified notification of exemption, as required by Section 15a(l) of the Act; and

B. Pursuant to Section 15a(6) of the Act, the annual service charge to be paid in lieu of taxes for that part of the housing project which is occupied by other than persons of low income, shall be equal to the full amount of taxes that would be paid on that portion of the housing project if the housing project were not exempt; and

C. Acquisition of the housing project property described on Exhibit A by Sponsor occurs within 365 days of the effective date of this Ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Effective Date.

This ordinance shall become effective thirty (30) days from the date of its adoption. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of their conflict.

The foregoing Ordinance No. 513 was adopted by the Jackson City Council of the 14th day of June, 2022 and a summary published on June 19, 2022.

_____

Daniel Mahoney, Mayor

_____

Andrea Muray, City Clerk

Exhibit A

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

Parcel I:

227 W. Wilkins, Jackson, MI 49203

E 1/2 OF LOT 7 BLK 7 AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B7S R1W (W OF GREENWOOD AVE)

Tax parcel no. 4-046300000

Parcel II:

229 W. Wilkins, Jackson, MI 49203

W 1/2 OF LOT 7 BLK 7 AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B7S R1W (W OF GREENWOOD AVE)

Tax parcel no. 4-046400000

Parcel III:

223 W. Wilkins, Jackson, MI 49203

LOT 6 & W 24.75 FT OF LOTS 1 & 2 BLK 7 AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B7S R1W (W OF GREENWOOD AVE)

Tax parcel no. 4-046200000

Parcel IV:

702 Greenwood Avenue, Jackson, MI 49203

0452, 0453, 0454 LAND COM AT INTERS OF WLY LN OF GREENWOOD AVE & S LN OF WILKINS ST TH W 179.5 FT TH S 132.55 FT TH E 25.1 FT TH SELY 72.75 FT TO A PT ON W LN OF GREENWOOD AVE 188.4 FT SWLY FROM INTERS OF WLY LN OF GREENWOOD AVE & S LN OF WILKINS ST TH NELY 188.4 FT TO BEG BEING PARTS OF LOT 1, 2 & 3 AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B7S R1W (W OF GREENWOOD AVE)

Tax parcel no. 4-045100000

Parcel V:

714 Greenwood Avenue, Jackson, MI 49203

LAND COM AT A PT ON WLY LN OF GREENWOOD AVE 188.4 FT SWLY FROM S LN OF WILKINS ST TH N 65.25 DEG W 72.75 FT TH W 119.65 FT TH S 55.44 FT TH S 83.5 DEG E 161.23 FT TH NELY 2.99 FT TO BEG AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B7S R1W (W OF GREENWOOD AVE)

Tax parcel no. 4-045500000

Parcel VI:

718 Greenwood Avenue, Jackson, MI 49203

LAND COM AT INTERS OF WLY LN OF GREENWOOD AVE WITH N LN OF BIDDLE ST TH W ON N LN OF BIDDLE ST 72.62 FT TH N 8 DEG W 29 FT TH N 20 DEG 50" W 46.25 FT TO N LN OF LOT 4 TH S 83 DEG 30" E 120 FT TO WLY LN OF GREENWOOD AVE TH SWLY ALG WLY LN OF SD AVE 60.5 FT TO POB AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B7S R1W (W OF GREENWOOD AVE)

Tax parcel no. 4-045600000

Parcel VII:

222 W. Biddle Street, Jackson, MI 49203

LAND DESC AS BEG AT PT OF INTERS OF WLY LN OF GREENWOOD AVE WITH N LN OF BIDDLE ST TH NLY ALG WLY LN OF GREENWOOD AVE 60.5 FT TH N 83 DEG 30' W 120 FT FOR POB OF THIS DESC TH CONTINUING N 83 DEG 30' W 41.37 FT TH S PARA WITH E LN OF BLACKSTONE ST 79.25 FT TO N LN OF BIDDLE ST TH E ALG N LN OF BIDDLE ST 59.98 FT TH N 8 DEG W 29 FT TH NWLY IN STRAIGHT LN 46.25 FT TO POB BEING PARTS OF LOTS 3 & 4 BLK 7 AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B7S R1W (W OF GREENWOOD AVE)

Tax parcel no. 4-045700000

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 14, 2022

SUBJECT: **Approval for the refurbishment of three V-box salt spreader inserts by Truck and Trailer Specialties of Howell, Michigan for a total cost of $54,359.80 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act.**

Recommendation:

Approval for the refurbishment of three V-box salt spreader inserts by Truck and Trailer Specialties of Howell, Michigan for a total cost of $54,359.80 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 14, 2022

RECOMMENDATION: Approval for the refurbishment of three Monroe V-box salt spreader inserts by Truck and Trailer Specialties of Howell, Michigan for a total cost of $54,359.80 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

SUMMARY

The current Monroe V-Box salt spreader inserts are from 2003 and are in extremely poor condition. These inserts are mounted on the back of the City's plow trucks and are used to spread salt to complete winter maintenance on major and local streets. Due to the V-Box salt spreader inserts' age and condition, they are in constant need of repair. The rebuild includes new flight chains, a new hydraulic motor, and new mounting brackets for chloride tanks.

BUDGETARY CONSIDERATIONS

V-Box number #466 includes a new Rex Roth 530 electric spreader control, new flight chains, a new hydraulic motor, and new mounting brackets for chloride tanks for $19,593.00.

V-Box number #471 includes new flight chains, a new hydraulic motor, and new mounting brackets for chloride tanks for $14,615.00.

V-box number #472 includes new SS mesh grating, new flight chains, a new hydraulic motor, and new mounting brackets for chloride tanks for $15,210.00.

The total cost to refurbish these three V-Box salt spreader inserts with a 10% contingency is $54,359.80. Funding will be provided through the City Recovery Funds under the American Rescue Plan Act. This is a sole-source procurement as Truck & Trailer Specialties is an authorized Monroe dealer.

HISTORY, BACKGROUND and DISCUSSION

The V-Box salt spreader inserts are used extensively throughout the winter season. The V-box salt spreader inserts currently in use are from 2003 and are in desperate need of refurbishment. Given the ninety-day lead time on parts for this equipment, it is essential to get the refurbishment started as soon as possible to complete this work in time for the start of the winter season. Without this equipment, DPW staff would not be able to salt our streets.

POSITIONS

Recommend Approval for the refurbishment of three Monroe V-box salt spreader inserts by Truck and Trailer Specialties, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

TRUCK & TRAILER Specialties, Inc.
900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

May 2, 2022

City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, Foreman (517) 398-0202
Quote no. HQO002664

Equipment Quotation

Chassis information:

2002 SA Truck #466 Automotive Service, 87" ID, StormGuard ML 100 & Commercial Intertech ISC 1000, MV-120-84-56, serial no. 03-02-7024, Standard 1-½" shaft, Swenson prewet, electric pump, open-loop

Rebuild Monroe V-Box Spreader body including the following:

2" Drive Kit (part no. 00142594-C) including:
New 50:1 gearbox, 2" bearings, 2" idler shafts, sprockets and hardware to install all items
New pintle chain (part no. 00149642-120-60) 3/8" bar every other link and wiper
New rear chain slack adjusters (part no. 00034160-B)
New spinner motor, HUD disc and spinner disc with speed sensor (part no. 05006797)
New plumbing for V-box hydraulic system with new hoses as necessary from coupler plate for prewet, spinner and conveyor motor
New door-jack cylinder
Utilize existing V-box prewet liquid tanks
New prewet tank supports using ss 1.5" SS flatstock
New front stainless steel spillshield
Install 2.5" stainless steel tailgate latch kit
New winch & cable for tip-up spinner
New return-oil prewet system LDS-455 (part no. 00016819-A)
2 New winches and straps at the front only
New stainless steel couplers
New LED work light wired to trailer plug

Above installed pricing: **$17,298.00 total**

HQO002665
Option Install New Rexroth CS530 Electric Spreader Controller
Option add: **$2,295.00 ea.**

Payment Terms: Net 30. Pricing effective until June 15, 2022.
FOB: City of Jackson
Delivery: 90-100 days ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

TRUCK & TRAILER Specialties, Inc.
900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

May 2, 2022

City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, Foreman (517) 398-0202
Quote no. HQO002663

Equipment Quotation

Chassis information:

2013 SA Truck #471 TTS, 84" ID, Rexroth CS430, MV-120-84-56, serial no. 02-11-7650, Standard 1-½" shaft, Monroe prewet, Dickey-John flow meter, Monroe part no. 00017232, 7 GPM pump, closed-loop

Rebuild Monroe V-Box Spreader body including the following:

2" Drive Kit (part no. 00142594-C) including:
New 50:1 gearbox, 2" bearings, 2" idler shafts, sprockets and hardware to install all items
New pintle chain (part no. 00149642-120-60) 3/8" bar every other link and wiper
New rear chain slack adjusters (part no. 00034160-B)
New spinner motor, hub disc and spinner disc
New 7 GPM closed-loop prewet kit (part no. 00017232) and enclosure
New plumbing for V-box hydraulic system with new hoses as necessary from coupler plate for prewet, spinner and conveyor motor
New door-jack cylinder
Utilize existing Vbox prewet liquid tanks
New prewet tank supports, made out of 1.5" ss flatstock
Install 3" stainless steel tailgate latch kit
New winch & cable for tip-up spinner
2 New winches and straps at the front only
New stainless steel couplers
New LED work light wired to trailer plug

Above installed pricing: **$14,615.00 total**

Payment Terms: Net 30. Pricing effective until June 15, 2022.
FOB: City of Jackson
Delivery: 90 days ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

TRUCK & TRAILER Specialties, Inc.
900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

May 2, 2022

City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, Foreman (517) 398-0202
Quote no. HQO002662

Equipment Quotation

Chassis information:

2013 SA Truck #472 TTS, 84" ID, Rexroth CS430, MV-120-84-56, serial no. 02-11-7649, Standard 1-½" shaft, Monroe prewet, Dickey-John flow meter, Monroe part no. 00017232, 7 GPM pump, closed-loop

Rebuild Monroe V-Box Spreader body including the following:

2" Drive Kit (part no. 00142594-C) including:
New 50:1 gearbox, 2" bearings, 2" idler shafts, sprockets and hardware to install all items
New pintle chain (part no. 00149642-120-60) 3/8" bar every other link and wiper
New rear chain slack adjusters (part no. 00034160-B)
New spinner motor, HUD disc and spinner disc with speed sensor (part no. 05006797)
New 7 GPM closed-loop prewet kit (part no. 00017232) and enclosure
New plumbing for V-box hydraulic system with new hoses as necessary from coupler plate for prewet, spinner and conveyor motor
New door-jack cylinder
Utilize existing Vbox prewet liquid tanks
New prewet tank supports using 1.5" ss flatstock
New front stainless steel spillshield
Install 3" stainless steel tailgate latch kit (part no. 00012389-B)
New winch & cable for tip-up spinner
2 New winches and straps at the front only
New stainless steel couplers
New LED work light wired to trailer plug

Above installed pricing: **$15,210.00 total**

Payment Terms: Net 30. Pricing effective until June 15, 2022.
FOB: City of Jackson
Delivery: 90-100 days ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

May 16, 2022

Michael Osborn
Director of Public Works
521 Water St
Jackson, MI 49203

Dear Mr. Osborn,

The refurbishing of the three Monroe V-Box salt spreader inserts is a sole-source procurement. According to The City of Jackson, purchasing policy section, 6.3 subline E states, that a proprietary right exists and the product is available from one prime source and not merchandised through wholesalers, jobbers, or retailers.

Truck & Trailer Specialties are the Monroe dealer in our area and parts will come directly from them. Also, they have very good work quality in their finished product. Any company that we purchase these parts from will have to go through Truck & Trailer Specialties anyway. It would save the City of Jackson money to cut out the middle man and buy directly from Truck & Trailer as they are a Monroe dealer.

I recommend using them to have a factory refurbish done on The Cities 3 V box insert salter.

Sincerely,
Jeff Schmeltz
City of Jackson
DPW Lead mechanic

MONROE
SNOW & ICE CONTROL
DANGER
MICHIGAN
101 x 887
MUNICIPAL
TRUCK & TRAILER
Specialties, Inc.
BOYNE FALLS, MI.
DUTTON, MI.
HOWELL, MI.

MONROE
SNOW & ICE CONTROL

DANGER
Turn power off before servicing.

MICHIGAN
101 x 887
MUNICIPAL

TRUCK & TRAILER
Specialties, Inc.

TRUCK & TRAILER
Specialties, Inc.
BOYNE FALLS, MI.
DUTTON, MI.
HOWELL, MI.

DANGER
MONROE SPREADER

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (866) 384-1772

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: Approve the sale of City Owned property located at 107 E. Ganson Street to Brian and Gregory Denison of Hitches & More, Inc.

Recommendation: Approve the sale of City owned property located at 107 E. Ganson Street to Brian and Gregory Denison of Hitches & More, 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 14, 2022

RECOMMENDATION: Approve the sale of City owned property located at 107 E. Ganson Street to Brian and Gregory Denison (Hitches & More, 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 107 E. Ganson Street to Brian and Gregory Denison of Hitches & More, Inc.

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Brian and Gregory Denison of Hitches & More, Inc. and the City of Jackson. Hitches & More, Inc. would like to purchase the vacant lot at 107 E. Ganson Street to expand their parking. City staff is proposing for the Council to sell the vacant lot subject to a Development Agreement.

If the Denison's (Hitches & More, 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 107 E. Ganson Street to Brian and Gregory Denison (Hitches & More, Inc.)

ATTACHMENTS

- 107 E. Ganson 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 Gregory and Brian Denison (Hitches & More, Inc.), whose address is 101 E. Ganson Street, Jackson, MI 49201 and referred to as “Developer” (“Developer”),

WITNESSETH:

WHEREAS, the City is the owner of real property in City of Jackson commonly known as 107 E. Ganson Street, Jackson, MI 49201, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the “Property”; and

WHEREAS, Developer owns Hitches & More, Inc. at 101 E. Ganson Street; and

WHEREAS, Developer desires to purchase the Property from the City to provide additional parking for their customers; and

WHEREAS, Developer will abide by the terms set forth in this Agreement and pay the City FIVE HUNDRED DOLLARS ($500.00) 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 101 E. Ganson Street and 107 E. Ganson Street into a single parcel through the City of Jackson Assessor's Office procedure before making any repairs identified in Exhibit B**.** In order to effectuate the parcel combination, Developer agrees that 101 E. Ganson and 107 E. Ganson will be owned by the same legal entity.

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, Ml 49201 Attention: City Attorney
If to Developer, to:	Gregory Denison, Owner Brian Denison, Owner Hitches & More 101 E. Ganson Street Jackson, MI 49201

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

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

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

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

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

21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this

Agreement, and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the_____day of_____, 2022.

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_____, 2022 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

Hitches & More, Inc.

By: _____
Brian Denison
Its: Owner

_____
Gregory Denison
Its: Owner

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2022 by Brian Denison and Gregory Denison, owners of Hitches & More, 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:

W 2 RDS OF N 6 RDS OF LOT 9 BLK 11 BLACKMAN'S ADD

Commonly known as: 107 E. GANSON STREET, JACKSON, MI 49201

Parcel/Tax ID#: 7-013400000

EXHIBIT B- LIST OF IMPROVEMENTS

Property: 107 E. Ganson Street, Jackson, MI 49201

1. Within one year of sale, submit parking lot plans to City Planning Office
2. Within one year of approval of plan, complete work.
3. May not park vehicles on 107 E. Ganson Street until work is complete.

All work shall be performed in a workmanlike manner and shall be in compliance with local code requirements and all applicable ordinances and regulations of the City of Jackson.

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 Brian and Gregory Denison (Hitches & More, Inc.), whose address is 101 E. Ganson Street, Jackson, MI 49201 (Buyer), agree to sell and purchase by quit claim deed the following real estate located in the City of Jackson, Jackson County, Michigan, described as follows:

See Exhibit A attached

Commonly known as 101 E. Ganson Street (the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay FIVE HUNDRED DOLLARS ($500.00) (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, 2022.

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 Propery. 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:	Brian Denison, Owner Gregory Denison, Owner Hitches & More 101 E. Ganson Street Jackson, MI 49201

21. GENERAL CONDITIONS

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

22. FURTHER ASSURANCES

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

23. INDEMNIFICATION

The Buyer agrees to release Seller, its agents, officials and employees from, and shall indemnify and save harmless the Seller, its agents, officials and employees against and, from all liabilities,

obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Seller by reason of the following occurring during the term of this Agreement and particularly, but not solely, during the Inspection Period: any negligent or tortuous act or omission of the Buyer or its agents, employees or assigns resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible and/or real property, including the loss of use therefrom.

24. ALL AGREEMENTS IN WRITING

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

25. CHOICE OF LAW

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

26. EFFECTIVE DATE

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

27. CONTINGENCIES

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

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

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

28. CITY COUNCIL AUTHORIZATION

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

29. ENTIRE AGREEMENT

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

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

Buyer: Brian Denison
Gregory Denison

Seller: City of Jackson

_____
Brian Denison
Its: Owner

Dated: _____

_____
Jonathan Greene
City Manager

Dated: _____

_____
Buyer: Gregory Denison
Its: Owner

Dated: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

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

W 2 RDS OF N 6 RDS OF LOT 9 BLK 11 BLACKMAN'S ADD

Commonly known as: 107 E. GANSON STREET, JACKSON, MI 49201

Parcel/Tax ID#: 7-013400000

EXHIBIT B

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

(See Attached)

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 14, 2022

SUBJECT: **Approval for the purchase of a John Deere Model 544P Wheel Loader, Caterpillar Model 304 Excavator, and a Caterpillar Model 440 Backhoe Loader for a total of $506,478.50 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act.**

Recommendation:

Approval for the purchase of a John Deere Model 544P Wheel Loader, Caterpillar Model 304 Excavator, and a Caterpillar Model 440 Backhoe Loader for a total of $506,478.50 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements are through MiDEAL contracts.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 14, 2022

RECOMMENDATION: Approve the purchase of a John Deere Model 544P Wheel Loader, a Caterpillar Model 304 Excavator, and a Caterpillar Model 440 Backhoe Loader for a total of $506,478.50 (this includes a 10% contingency), to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements are through MiDEAL contracts.

SUMMARY

The purchase of the John Deere Model 544P Wheel Loader is to replace the existing 2007 Caterpillar which is rusted to the point where the rollover protection is virtually nonexistent. The Caterpillar Model 304 Excavator and the Caterpillar 440 Backhoe will be used in our Lead Service Line Replacement

BUDGETARY CONSIDERATIONS

The John Deere Model 544P Wheel Loader is to be purchased through MiDEAL Contract #071B7700090 from AIS Construction Equipment for $232,401.40, this price includes a 10% contingency.

The Caterpillar Model 304 Mini Excavator is to be purchased through MiDEAL Contract #071B7700084 from Michigan CAT for $81,416.50, this price includes a 10% contingency.

The Caterpillar Model 440 Backhoe Loader is to be purchased through MiDEAL Contract #071B770084 from Michigan CAT for $192,660.60, this price includes a 10% contingency.

The total to purchase these pieces of equipment with the contingencies is $506,478.50. These procurements are through the MiDEAL Contracts as referenced above and will be funded by the City Local Recovery Funds under the American Rescue Plan.

HISTORY, BACKGROUND and DISCUSSION

The existing 2007 Caterpillar wheeled excavator is beyond its useful life. The rollover protection is severely compromised due to rust and is no longer safe. The replacement of this piece of equipment is important because of its constant use. Activities include leaf pick up, moving materials around the yard, moving salt, and loading bedding materials for Water and Sewer repairs.

The Caterpillar Model 304Excavator and the Caterpillar Model 440 Backhoe will be used in the Lead Service Replacement Program.

POSITIONS

Recommend the approval for the purchase of a John Deere Model 544P Wheel Loader, a Caterpillar Model 304 Excavator, and Caterpillar Model 440 Backhoe Loader, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

AIS Construction Equipment
3690 Grand River Ave
Lansing, MI 48906
PHONE 517-321-8000 Fax 517-321-6275

STATE CONTRACT **071B7700090**

Customer	City of Jackson			**Misc**	
Name	Jeff Schmeltz			Date	5/11/2022
				Attn	Jeff
City	Jackson	State MI	ZIP 49203	Rep	Jeff Ely
Phone				Cell.	517-204-2127

Qty	Description	LIST PRICE	TOTAL
1	**John Deer 544P Wheel Loader**		**$ 211,274.00**
	Please see attached for detailed build specs		
	Auto Lube		
	Electronic Ops and Service Manuals		
	Warranty 36 Months 3000 Hours Power Train and Hydraulic		
	No Service or Mileage Charge for the first 12 Months		
		SubTotal	$ 211,274.00
		Shipping	Included
		MI Sales Tax	Exempt
		TOTAL NET DUE	**$ 211,274.00**

TERMS: AIS agrees to State of Michigan terms and conditions commodities

To place an order submit your PO to jely@aisequip.com or Fax to 517-321-6275

QUOTED PRICES FIRM FOR 30 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY.

Quote 168311-01
MI Deal Contract #071B7700084

May 16, 2022

City of Jackson
161 West Michigan Avenue
Jackson, Michigan 49201

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 304 Excavator with the following factory and dealer options included below:

MACHINE

304 07A MHE CFG14A	610-5465
600-4380 HOLDER, GREASE GUN	600-4380
STICK, LONG, WITH 2ND AUX	596-7604
LINES, BOOM	542-6682
LINES, STICK	584-3655
TRACK, 14", RUBBER BELT	542-6699
LIGHTS, LED	579-8868
BELT, SEAT, 3" RETRACTABLE	510-6085
MONITOR NEXT GEN, CAMERA READY	579-8876
INTEGRATED RADIO	579-8873
PRODUCT LINK, CELLULAR PL243	579-8887
CAT KEY, WITH PASSCODE OPTION	522-6460
COUNTERWEIGHT, EXTRA, 500LBS	586-1369
BLADE, STD, BOCE	597-0752
INSTRUCTIONS, ANSI	595-7029
SERIALIZED TECHNICAL MEDIA KIT	421-8926
WATER JACKET HEATER, 120V	519-8302
CONTROL, QUICK COUPLER	584-4312
LINES, QC, LONG STK	586-0420
THUMB,HYD + COUPLER,PG,HYD,3T	589-8470
PACKING, LAST MILE PROGRAM	0P-4299
BUCKET-HD, 24", 4.2 FT3, 3T	4649904

SELL PRICE	$74,015.00
TOTAL NET PURCHASE PRICE	**$74,015.00**

WARRANTY

Standard Warranty: 24 Month/2000 Hour Premier Factory Warranty

F.O.B/TERMS: Corporate

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jay Johnson
Account Representative
Jay.Johnson@MICHIGANCAT.com
517-281-9384

Quote 168284-01
MI Deal Contract #071B7700084

May 13, 2022

City of Jackson
161 West Michigan Avenue
Jackson, Michigan 49201

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 440 Backhoe Loader with the following factory and dealer options included below:

MACHINE

440 07B BACKHOE LOADER	575-9152
STICK, EXTENDABLE, 15FT	578-8950
POWERTRAIN, 4WD, AUTOSHIFT	575-9166
HYDRAULICS, QC, 6FCN/8BNK	578-9446
CAB, DELUXE	575-9162
SEAT, DELUXE FABRIC	558-9623
WORKLIGHTS (8) LED LAMPS	491-6736
BELT, SEAT, 2" SUSPENSION	206-1747
PRODUCT LINK, CELLULAR PL641	518-9096
NETWORK MANAGER NONE	524-4029
TIRES, 340 80R20/540 70R24, MX	533-0465
STABILIZER PADS, FLIP-OVER	488-2944
BUCKET-GP, 2.0 YD3, PO, BOCE	521-6208
BUCKET-HD, 24", 7.3 FT3, PL	247-1950
COUPLER, PIN LOCK, BL F	544-1901
INSTRUCTIONS, ANSI	488-2908
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	578-8921
LINES, AUX COMBO,EXT STICK 15'	578-9038
THUMB, HYDRAULIC, NO TINE, 440	579-8783
BEACON, MAGNETIC MOUNT, STROBE	433-0154
STANDARD RADIO (12V)	540-2298
FAN	387-6682
COLD WEATHER PACKAGE, 120V HRC	506-3449
PLATE GROUP, BOOM WEAR	513-8881
GUARD, STABILIZER	488-2906
FENDERS, FRONT	337-6851
FENDERS, REAR EXTENSIONS	499-0724
MIRRORS, EXTERNAL, BOTH SIDES	382-2499
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
WIDE TIPS	208-5240

SELL PRICE $175,146.00

NET BALANCE DUE	**$175,146.00**
SALES TAX (6%)	$10,508.76
TOTAL NET PURCHASE PRICE	**$185,654.76**

WARRANTY

Standard Warranty:	Michigan CAT 12 Month, Unlimited Hour Standard Full Machine Warranty Service Agreement with 6 Months Mileage

F.O.B/TERMS: Corporate

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jay Johnson
Account Representative
Jay.Johnson@MICHIGANCAT.com
517-281-9384

CAT
CITY OF JACKSON
FOUNDED
1829
MICHIGAN
WARNING

WARNING
Michigan CAT
888 MICH CAT

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 504 Second Street.**

Recommendation:

> **Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 504 Second Street and authorize the Mayor and City Clerk to execute the appropriate documents.**

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, an invoice, and plan sheets from Consumers Energy regarding installation of one new streetlight at 504 Second Street.

I recommend adoption of the resolution for the changes to the Standard Lighting Contract for streetlights with Consumers Energy, authorization for associated form execution, and invoice payment. 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 14, 2022

RECOMMENDATION: Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 504 Second Street and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

The City has requested that Consumers Energy perform one installation of a new streetlight at 504 Second Street. Attached is an Authorization for Change in Standard Lighting Contract form, Resolution for City Council Adoption, an invoice for $100 and additional information from Consumers.

BUDGETARY CONSIDERATIONS

The estimated installation charge for the installation of the new streetlight is $100.

HISTORY, BACKGROUND and DISCUSSION

The request for this streetlight was based on a resident's concern for the dark area on Second Street.

DISCUSSION OF THE ISSUE

The City of Jackson is responsible for the streetlight system within the City. The City contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods.

POSITIONS

I request approval of the attached Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight installation and authorization for the City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS

Consumers Energy
Count on Us
A CMS Energy Company

CEM Support Center
Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

May 12, 2022

NOTIFICATION #:
1061656422

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON, MI 49201-1315

REFERENCE: 504 2ND ST, JACKSON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:		
Winter Construction Costs:	$	-
Installation Charge:	$	100.00
Additional Costs		
Total Estimated Cost:	**$**	**100.00**
Less Prepayment Received:	$	-
Total Estimated Cost Due:	**$**	**100.00**

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Kristen Greenwood at (844) 316-9537 .

Consumers Energy
Count on Us®

Amount Due:	$100.00
Please pay by:	May 26, 2022

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON MI 49201-1315

Invoice Number	9322676547
PO Number	
PO Date	
Bill Date	05/12/22

Account: 3000 1973 8271

504 2ND ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - - - 1061656422 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	$100.00	$100.00

TOTAL DUE: $100.00

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Kristen Greenwood -(844) 316-9537 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.

Consumers Energy
Count on Us®

Account: 3000 1973 8271

CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Amount Due:	$100.00
Please pay by:	May 26, 2022
Enclosed:	

6 330032105283 000000100008 0000 2056 2 300019738271 H

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED) FORM 547

Contract Number: 103033105687

Consumers Energy Company is authorized as of _____, by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

Lighting Type:
General Unmetered Light Emitting Diode Lighting Rate GU-LED

Notification Number(s):
1061656422

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

City of JACKSON

By: _____
(Signature)

_____
(Printed)

Its _____
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,
heretofore submitted to and considered by this ☐ commission ☐ council ☐ board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Jackson

I, _____ , Clerk of the City of JACKSON, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

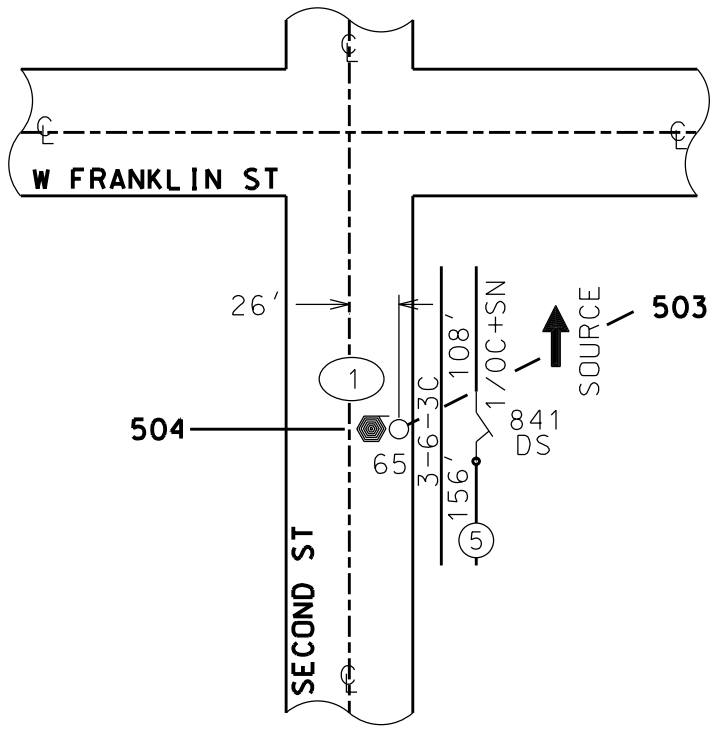
Dated:

Municipal Customer Type: City

_____

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

Number of Luminaires	*Nominal Watts*	*Luminaire Type*	*Fixture Type*	*Fixture Style*	*Install Remove*	*Location*
1	40	LED	Cobrahead	Cutoff	Install	504 2ND ST, JACKSON



(1) INSTALL
6' BRACKET
40W LED COBRAHEAD
FIGURE 42-103-1
MOUNT AT 25'
BOND BRACKET
42-105-1

METER NUMBER		METER ORDER NUMBER		CONSUMERS ENERGY CONTACTS	
				DEPARTMENT	NAME / NUMBER
		READ		COORDINATOR	KRISTEN GREENWOOD 269-986-7352
SUBSTATION: INGHAM	WD NO.: 0703	METER LOCATION		DESIGNER	EDDIE HAIRE 517-262-1473
				504 2ND ST, JACKSON ECNC STLT	
CIRCUIT: GREENWOOD PARK	CKT NO.: 05 / LCP NO.: 0806	TLM NUMBER: 5301032405	# OF RODS	OHMS	CM NO.100006859612

ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
ECNC	STL	1061656422	11386466	

JOB PURPOSE:
CITY OF JACKSON REQUESTING NEW STREETLIGHT

UPSTREAM SECTIONALIZING DEVICE:
0829-125A
LOCATION:
FRANKLIN ST S1
W/O FIRST ST

Consumers Energy
A CMS Energy Company
ELECTRIC

CE STAKING REQ'D [_] Yes [X] No

FORESTRY REQ'D [_] Yes [X] No

SHEET A	SHEET 1 OF 1	SCALE 1"=100'	JACKSON CO	SUMMIT TWP	T 03S R 01W SEC. 03

ELECTRIC CAD TITLE BLOCK (2020)
04-29-2022 13:23:47 SA_BOUD_JS_PROD_Design1914679.dgn

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 906 First Street.**

Recommendation:

> **Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 906 First Street and authorize the Mayor and City Clerk to execute the appropriate documents.**

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, an invoice, and plan sheets from Consumers Energy regarding installation of one new streetlight at 906 First Street.

I recommend adoption of the resolution for the changes to the Standard Lighting Contract for streetlights with Consumers Energy, authorization for associated form execution, and invoice payment. 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 14, 2022

RECOMMENDATION: Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 906 First Street and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

The City has requested that Consumers Energy perform one installation of a new streetlight at 906 First Street. Attached is an Authorization for Change in Standard Lighting Contract form, Resolution for City Council Adoption, an invoice for $100 and additional information from Consumers.

BUDGETARY CONSIDERATIONS

The estimated installation charge for the installation of the new streetlight is $100.

HISTORY, BACKGROUND and DISCUSSION

The request for this streetlight was based on a resident's concern for the dark area on First Street.

DISCUSSION OF THE ISSUE

The City of Jackson is responsible for the streetlight system within the City. The City contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods.

POSITIONS

I request approval of the attached Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight installation and authorization for the City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS

Consumers Energy
Count on Us
A CMS Energy Company

CEM Support Center
Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

May 12, 2022

NOTIFICATION #:
1061656419

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON, MI 49201-1315

REFERENCE: 906 1ST ST, JACKSON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:		
Winter Construction Costs:	$	-
Installation Charge:	$	100.00
Additional Costs		
Total Estimated Cost:	**$**	**100.00**
Less Prepayment Received:	$	-
Total Estimated Cost Due:	**$**	**100.00**

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Kristen Greenwood at (844) 316-9537 .

Consumers Energy
Count on Us®

Amount Due:	**$100.00**
Please pay by:	**May 26, 2022**

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON MI 49201-1315

Invoice Number	9322676546
PO Number	
PO Date	
Bill Date	05/12/22

Account: 3000 1973 8263

906 1ST ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - - - 1061656419 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	$100.00	$100.00

TOTAL DUE: $100.00

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Kristen Greenwood -(844) 316-9537 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.

Consumers Energy
Count on Us®

Account: 3000 1973 8263

CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Amount Due:	**$100.00**
Please pay by:	**May 26, 2022**
Enclosed:	

6 330032105277 000000100008 0000 2056 4 300019738263 H

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED) FORM 547

Contract Number: 103033105687

Consumers Energy Company is authorized as of _____, by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

Lighting Type:
General Unmetered Light Emitting Diode Lighting Rate GU-LED

Notification Number(s):
1061656419

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

City of JACKSON

By: _____
(Signature)

_____
(Printed)

Its _____
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Jackson

I, _____ , Clerk of the City of JACKSON, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

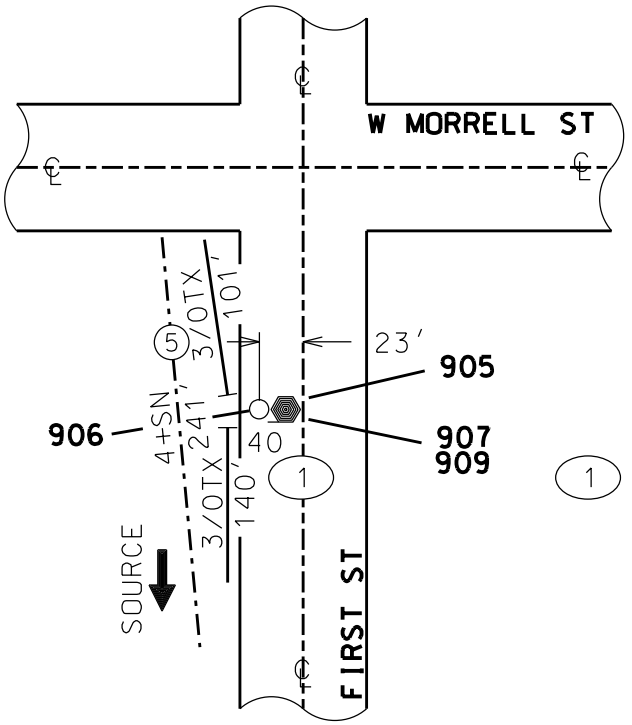
Dated:

Municipal Customer Type: City

_____

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

Number of Luminaires	*Nominal Watts*	*Luminaire Type*	*Fixture Type*	*Fixture Style*	*Install Remove*	*Location*
1	40	LED	Cobrahead	Cutoff	Install	906 1ST ST, JACKSON



1 INSTALL
6' BRACKET
40W LED COBRAHEAD
FIGURE 42-103-1
BOND BRACKET
FIGURE 42-105-1
MOUNTING HGT=25'

METER NUMBER	METER ORDER NUMBER
_____	_____
METER LOCATION	READ
__	_____

SUBSTATION	WD NO.
INGHAM	0703

CIRCUIT	CKT NO.	LCP NO.
GREENWOOD PARK	05	0833

TLM NUMBER	# OF RODS	OHMS
5301033104		

CE STAKING REQ'D [_] Yes [X] No

FORESTRY REQ'D [_] Yes [X] No

Consumers Energy
A CMS Energy Company ELECTRIC

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	NUMBER
COORDINATOR	KRISTEN GREENWOOD	269-986-7352
DESIGNER	EDDIE HAIRE	517-262-1473

906 1ST ST, JACKSON ECNC STLT

CM NO.100006859610

ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
ECNC	STL	1061656419	11386423	

JOB PURPOSE:
CITY OF JACKSON REQUESTING NEW STREETLIGHT

UPSTREAM SECTIONALIZING DEVICE:
888-80A
LOCATION:
UNION / FIRST

SHEET A	SHEET 1 OF 1	SCALE 1"=100'	JACKSON	CO	SUMMIT	TWP	T 03S R 01W SEC. 03

ELECTRIC CAD TITLE BLOCK (2020)
05-02-2022 07:16:12 SA_BOUD_JS_PROD_Design1914680.dgn

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 407 W. Morrell Street.**

Recommendation:

> **Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 407 W. Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents.**

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, an invoice, and plan sheets from Consumers Energy regarding installation of one new streetlight at 407 W. Morrell Street.

I recommend adoption of the resolution for the changes to the Standard Lighting Contract for streetlights with Consumers Energy, authorization for associated form execution, and invoice payment. 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 14, 2022

RECOMMENDATION: Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at 407 W. Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

The City has requested that Consumers Energy perform one installation of a new streetlight at 407 W. Morrell Street. Attached is an Authorization for Change in Standard Lighting Contract form, Resolution for City Council Adoption, an invoice for $100 and additional information from Consumers.

BUDGETARY CONSIDERATIONS

The estimated installation charge for the installation of the new streetlight is $100.

HISTORY, BACKGROUND and DISCUSSION

The request for this streetlight was based on a resident's concern for the dark area on Morrell Street.

DISCUSSION OF THE ISSUE

The City of Jackson is responsible for the streetlight system within the City. The City contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods.

POSITIONS

I request approval of the attached Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight installation and authorization for the City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS

Consumers Energy
Count on Us
A CMS Energy Company

CEM Support Center
Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

May 23, 2022

NOTIFICATION #:
1061656420

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON, MI 49201-1315

REFERENCE: 407 W MORRELL ST, JACKSON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:		
Winter Construction Costs:	$	-
Installation Charge:	$	100.00
Additional Costs		
Total Estimated Cost:	**$**	**100.00**
Less Prepayment Received:	$	-
Total Estimated Cost Due:	**$**	**100.00**

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Kristen Greenwood at (844) 316-9537 .

Consumers Energy
Count on Us®

Amount Due:	$100.00
Please pay by:	June 06, 2022

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON MI 49201-1315

Invoice Number	9322893704
PO Number	
PO Date	
Bill Date	05/23/22

Account: 3000 1992 0952

407 W MORRELL ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1061656420 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	$100.00	$100.00

TOTAL DUE: $100.00

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Kristen Greenwood -(844) 316-9537 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.

Consumers Energy
Count on Us®

Account: 3000 1992 0952

CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Amount Due:	$100.00
Please pay by:	June 06, 2022
Enclosed:	

6 330032160558 000000100008 0000 2056 9 300019920952 H

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED) FORM 547

Contract Number: 103033105687

Consumers Energy Company is authorized as of _____, by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

Lighting Type:
General Unmetered Light Emitting Diode Lighting Rate GU-LED

Notification Number(s):
1061656420

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

City of JACKSON

By: _____
(Signature)

_____
(Printed)

Its _____
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,
heretofore submitted to and considered by this ☐ commission ☐ council ☐ board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Jackson

I, _____ , Clerk of the City of JACKSON, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

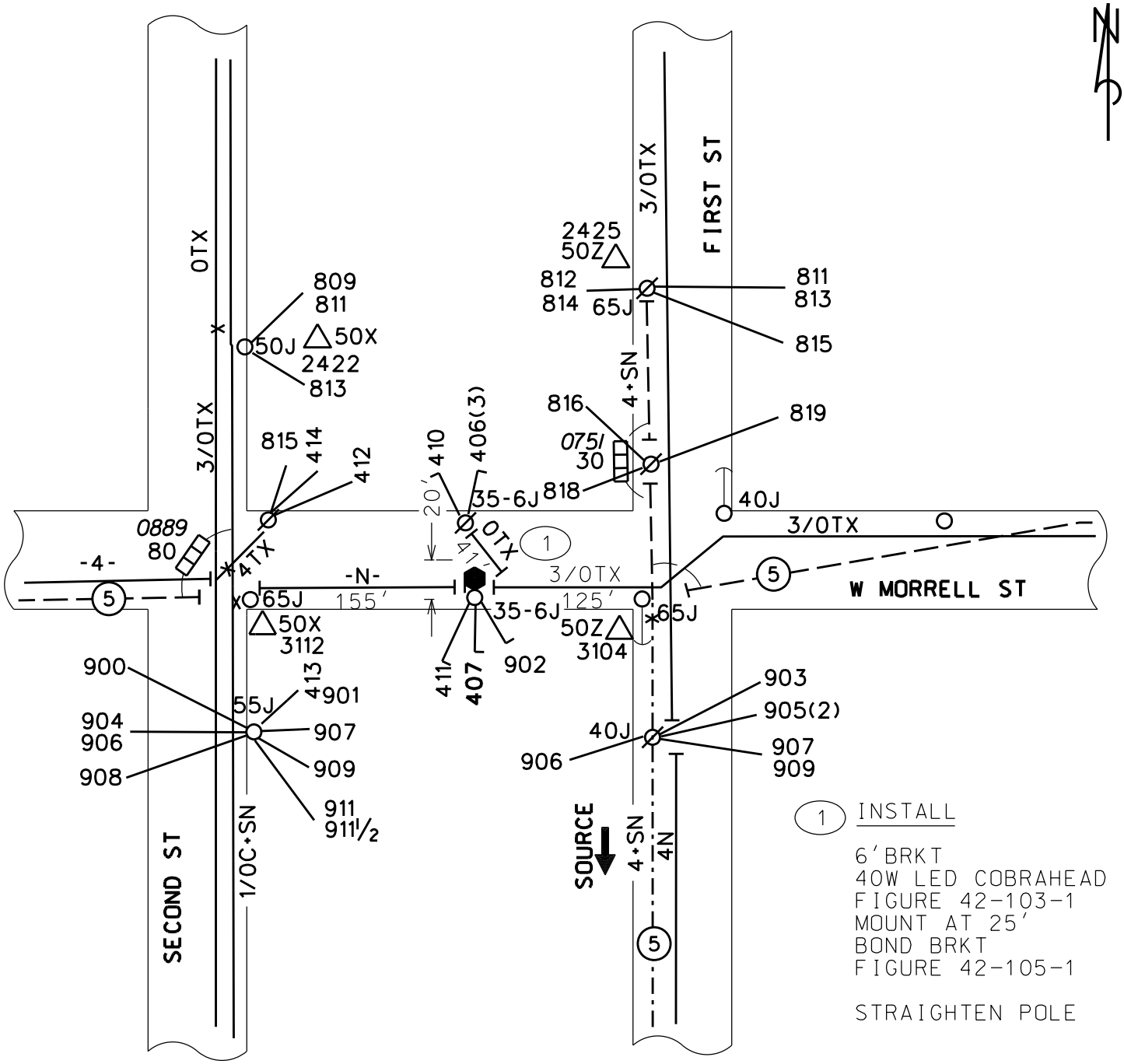
Dated:

Municipal Customer Type: City

_____

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

Number of Luminaires	*Nominal Watts*	*Luminaire Type*	*Fixture Type*	*Fixture Style*	*Install Remove*	*Location*
1	40	LED	Cobrahead	Cutoff	Install	407 W MORRELL ST, JACKSON



407 W MORRELL ST - ECNC/STLT

CM NO.100006859611

ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
ECNC	STL	1061656420	11376407	

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	NUMBER	ALTERNATE
COORDINATOR	KRISTEN GREENWO	269-986-7352	
DESIGNER	BRENT MARSHALL	517-315-7570	

CE STAKING REQ'D [ ] Yes [X] No

FORESTRY REQ'D [ ] Yes [X] No

TLM NUMBER	# OF RODS	OHMS
5301033104		

JOB PURPOSE:
CUSTOMER REQUESTED
NEW STREET LIGHT

Consumers Energy
A CMS Energy Company ELECTRIC

SUBSTATION: INGHAM
WD NO.: 0703

CIRCUIT: GREENWOOD PARK
CKT NO.: 05
LCP NO.:

UPSTREAM PROTECTIVE DEVICE:
888-80A
LOCATION:
UNION ST &
FIRST ST

SHEET A | SHEET 1 OF 1 | SCALE 1"=100'

ELECTRIC CAD TITLE BLOCK (2020)
04-11-2022 09:26:51SA_BOUD_JS_PROD_Design1906535.dgn

JACKSON CO SUMMIT TWP T 03S R 01W SEC. 03

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 14, 2022

SUBJECT: **Approve the contract change order #2 with T & L Contracting Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant.**

Recommendation:

Approve change order #2 to the contract with T & L Contracting, Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant, at the price of $32.50/cubic yard. This is a change order to T & L Contracting, Inc.'s current contract, the original contract dated May 17, 2017.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 14, 2022

RECOMMENDATION: **Approve the contract change order #2 with T & L Contracting Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant.**

SUMMARY

Approve change order #2 to the contract with T & L Contracting, Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant. T & L Contracting has been contracted with the City for spent lime removal since May 17, 2017. This contract is subject to four one-year renewals upon mutual agreement; this change order would extend past that due to the rising costs of fuel, labor scarcity, and storage or disposal of spent lime is getting harder and harder to find. Over the past four years, we believe T&L Contracting Inc., has done a fine job with the removal of spent lime from the Water Treatment Plant. Furthermore, I believe it is in the best interest of the City to grant this change order to the contract for another year. Going out for bids could potentially drive the price up, as the cost of spent lime removal continues to increase at an accelerated rate.

BUDGETARY CONSIDERATIONS

The price for the renewal contract will be for $32.50/CYD. This price reflects about a 26.5% increase in the original contract price: Original bid: $25.68/CYD x 1.265 = $32.50/CYD. This will be accommodated in the approved Water Treatment Plant budget under the contractual services line item 591-565-000-818.000.

HISTORY, BACKGROUND and DISCUSSION

T & L Contracting has been removing the spent lime for the past several years and entered into the original contract for spent lime removal on May 17th of 2017 and has mutually agreed to extend the over the past three years. Each year they have done a great job for the City and have gone the extra mile to ensure the job was done properly and professionally. We just recently reached out to the water community and talked with other municipalities and prices as high as 42.00 dollars per cubic yard were reported. I believe it is in the best interest of the City to grant this contract change order for another year. Going out for bids could potentially drive the price up, as the cost of spent lime removal continues to increase at an accelerated rate.

POSITIONS

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

TL Contracting, Inc.

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

Spent Lime Lagoon Cleaning and Disposal

April 28, 2022

To: Mr. Mike Osborn & Nick Mangus
Jackson Water Treatment Plant Operations.
Managers
City of Jackson

RE: 2022-2023 Contract Year Renewal Request

Mike & Nick,

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

We respectfully request the Sixth renewal for the Contract Year July 1, 2022 – through June 30, 2023. In accordance with the same Article VII, the previous year's price is subject to an increase of 2%. We calculate the price for the upcoming contract year would be:

Year 5 was $ 25.68/ CYD

Extension year 6 will come with a substantial increase due to Dewatering efforts, Field availability for land application, and an economy impact we haven't seen in years, due labor shortages and fuel surcharges.
Our proposed rate for year 2022 & 2023 will be;

$32.50 / CYD Revised 04/28/2022

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

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

Sincerely,

Tony Landosky

Tony Landosky, President
TL Contracting, Inc.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 14, 2022

SUBJECT: **Award Contracts for the Fiscal Year 2022/2023 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: June 14, 2022

RECOMMENDATION: **Award Contracts for the Fiscal Year 2022/2023 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 5/9/2022, issued requests for chemical bids. These chemicals are utilized 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 2022-2023 water and wastewater treatment budgets.

Chemical	Company	Cost	Unit		Quantity	Unit	Total Cost
Lime	Graymont Western Lime	$ 149.50	per ton	x	3,500	tons	$ 523,250.00
Ferric Chloride	PVS Technologies	$ 778.00	per ton	x	60	tons	$ 46,680.00
Hydrofluosilic Acid	Alexander Chemical	$ 499.00	per ton	x	55	tons	$ 27,445.00
Liquid Caustic Soda	JCI Jones Chemicals, Inc.	$1,030.00	per ton	x	130	tons	$ 133,900.00
Chlorine	JCI Jones Chemicals, Inc.	$1,720.00	per ton	x	60	tons	$ 103,200.00
Soda Ash	Ciner Resources Corp.	$ 345.58	per ton	x	200	tons	$ 69,116.00
Phosphate	Chemrite	$ 282.00	per CWT	x	404	CWT	$ 113,928.00
Ferrous Chloride	Kemira Water Solutions	$ 0.515	per Gallon	x	250,000	Gallon	$ 128,750.00

HISTORY, BACKGROUND and DISCUSSION

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

The chemical pricing fluctuates from year to year based on the current market. This year's chemical costs have significant increases in pricing due to the impact of the unforeseen supply chain challenges caused by the COVID pandemic. However, the usage projections for each of the treatment plants have not changed.

POSITIONS

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

BID TABULATION
FOR
2022 WATER AND WWTP CHEMICALS
MAY 25, 2022

COMPANY	CHLORINE	LIQUID CAUSTIC SODA	PHOSPHATE	CALCIUM HYPOCHLORITE TABLETS	FERROUS CHLORIDE
	per ton	per ton dry	per hundred weight	per pail	per gallon
JCI JONES CHEMICALS, INC.	$1,720.00 Price subject to change after 9/30/22 upon 30 days written notice. Also included Force Majeure letter.	$1,030.00 Price is subject to change quarterly after 9/30/22 upon 30 days written notice. Also included Force Majeure letter.			
UNIVAR SOLUTIONS USA INC.		$ 1,220.00			
ALEXANDER CHEMICAL	$2,049.00 Price is firm calendar quarterly only!	$ 1,330.00			
CHEMRITE, INC.			$ 282.00		
SHANNON CHEMICAL CORPORATION			$ 337.00		
CARUS, LLC			$ 324.00		
KEMIRA WATER SOLUTIONS, INC.					$ 0.515
PVS TECHNOLOGIES, INC.					$ 0.76

Highlighted yellow lines signifies awarded bidder for each chemical.

Bid Tabulation

1 Sodium Hypochlorite (per gallon)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
JCI Jones Chemicals, Inc.	1	GAL		$1.59	$1.59	Price is subject to change Quarterly upon 30 day written notice.		
Alexander Chemical Corporation	1	GAL		$2.185	$2.19	PRICING IS FIRM CALENDAR QUARTERLY ONLY!		
Univar Solutions USA Inc	1	GAL		No Bid				
PVS Technologies, Inc.	1	GAL		No Bid				
Graymont Western Lime Inc	1	GAL		No Bid				
Carmeuse Lime & Stone, Inc.	1	GAL		No Bid				
Pencco, Inc	1	GAL		No Bid				

2 Sodium Hypochlorite Demurrage (first 4 hours free)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Alexander Chemical Corporation	1	HR		$75.00	$75.00	FIRST 4 HOURS ARE FREE - $75.00 PER HOUR THEREAFTER.		
JCI Jones Chemicals, Inc.	1	HR		$80.00	$80.00			
PVS Technologies, Inc.	1	HR		No Bid				
Graymont Western Lime Inc	1	HR		No Bid				
Carmeuse Lime & Stone, Inc.	1	HR		No Bid				
Pencco, Inc	1	HR		No Bid				
Univar Solutions USA Inc	1	HR		No Bid				

3 Hydrofluosilic Acid- 40,000 lbs. minimum shipments

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Alexander Chemical Corporation	1	ton		$469.00	$469.00	40,000 LBS MINIMUM. ** SEE MULTIPLE LOCATION LINE #5 PRICING ($100.00 MULTI STOP FEE)**		
Univar Solutions USA Inc	1	ton		$600.00	$600.00	$600.00 per Ton or $0.30 lb		
Pencco, Inc	1	ton		$673.00	$673.00			
JCI Jones Chemicals, Inc.	1	ton		No Bid				
PVS Technologies, Inc.	1	ton		No Bid				
Graymont Western Lime Inc	1	ton		No Bid				
Carmeuse Lime & Stone, Inc.	1	ton		No Bid				

4 Hydrofluosilic Acid- 30,000 lbs. minimum shipments

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Alexander Chemical Corporation	1	ton		$499.00	$499.00	30,000 LBS - 39,999 LBS.		
Univar Solutions USA Inc	1	ton		$680.00	$680.00	$680.00 per Ton or $0.34 lb		
Pencco, Inc	1	ton		$719.00	$719.00			
JCI Jones Chemicals, Inc.	1	ton		No Bid				
PVS Technologies, Inc.	1	ton		No Bid				
Graymont Western Lime Inc	1	ton		No Bid				
Carmeuse Lime & Stone, Inc.	1	ton		No Bid				

5 Hydrofluosilic Acid- multiple locations in 40,000 lbs. minimum shipments

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Alexander Chemical Corporation	1	ton		$469.00	$469.00	40,000 LBS MINIMUM - $100.00 MULTI STOP FEE.		
Univar Solutions USA Inc	1	ton		$640.00	$640.00	$640.00 per Ton or $0.32 lb		
Pencco, Inc	1	ton		$707.00	$707.00			
JCI Jones Chemicals, Inc.	1	ton		No Bid				
PVS Technologies, Inc.	1	ton		No Bid				
Graymont Western Lime Inc	1	ton		No Bid				
Carmeuse Lime & Stone, Inc.	1	ton		No Bid				

6 Hydrofluosilic Acid- Demurrage (first 4 hours free)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Univar Solutions USA Inc	1	hr		$0.00	$0.00	No Charge for Demurrage		
Alexander Chemical Corporation	1	hr		$75.00	$75.00	FIRST 4 HOURS ARE FREE - $75.00 PER HOUR THEREAFTER		
Pencco, Inc	1	hr		$100.00	$100.00			
JCI Jones Chemicals, Inc.	1	hr		No Bid				
PVS Technologies, Inc.	1	hr		No Bid				
Graymont Western Lime Inc	1	hr		No Bid				
Carmeuse Lime & Stone, Inc.	1	hr		No Bid				

7 Ferric Chloride- Dry

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
PVS Technologies, Inc.	1	ton		$778.00	$778.00			
Graymont Western Lime Inc	1	ton		No Bid				
Carmeuse Lime & Stone, Inc.	1	ton		No Bid				
Pencco, Inc	1	ton		No Bid				
Univar Solutions USA Inc	1	ton		No Bid				

Alexander Chemical Corporation	1	ton		No Bid				
JCI Jones Chemicals, Inc.	1	ton		No Bid				

8 Ferric Chloride-Liquid

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
PVS Technologies, Inc.	1	ton		$778.00	$778.00			
Graymont Western Lime Inc	1	ton		No Bid				
Carmeuse Lime & Stone, Inc.	1	ton		No Bid				
Pencco, Inc	1	ton		No Bid				
Univar Solutions USA Inc	1	ton		No Bid				
Alexander Chemical Corporation	1	ton		No Bid				
JCI Jones Chemicals, Inc.	1	ton		No Bid				

9 Ferric Chloride-Demurrage (first 4 hours free)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
PVS Technologies, Inc.	1	hr		$125.00	$125.00	*First Three Hours Free*		
Graymont Western Lime Inc	1	hr		No Bid				
Carmeuse Lime & Stone, Inc.	1	hr		No Bid				
Pencco, Inc	1	hr		No Bid				
Univar Solutions USA Inc	1	hr		No Bid				
Alexander Chemical Corporation	1	hr		No Bid				
JCI Jones Chemicals, Inc.	1	hr		No Bid				

10 Pebble Quicklime

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Carmeuse Lime & Stone, Inc.	1	ton		$128.00	$128.00			
Graymont Western Lime Inc	1	ton		$149.50	$149.50			
Pencco, Inc	1	ton		No Bid				
Univar Solutions USA Inc	1	ton		No Bid				
Alexander Chemical Corporation	1	ton		No Bid				
JCI Jones Chemicals, Inc.	1	ton		No Bid				
PVS Technologies, Inc.	1	ton		No Bid				

11 Pebble Quicklime- Demurrage (first 4 hours free)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Carmeuse Lime & Stone, Inc.	1	hr		$70.00	$70.00			
Graymont Western Lime Inc	1	hr		$149.50	$149.50			
Pencco, Inc	1	hr		No Bid				
Univar Solutions USA Inc	1	hr		No Bid				
Alexander Chemical Corporation	1	hr		No Bid				
JCI Jones Chemicals, Inc.	1	hr		No Bid				
PVS Technologies, Inc.	1	hr		No Bid				

12 Soda Ash

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Not Awarding								

13 Soda Ash- Demurrage (first 4 hours free)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Not Awarding								

Lansing Board of Water & Light
Contract Agreement

Contract Number: 4600001707
Valid from: 10/14/2020 thru 10/14/2023
Incoterms: FOB Lansing
Payment Terms: Net payment due within 30 days

Your vendor number with us: 231198

Ciner Resources Corporation
ATTN: Lindsie Prather
Suite 2500 Five Concourse Parkway
ATLANTA GA 30328-6111
USA

Phone: 770-375-2376
Mobile: 770-241-9183
Fax: 770-375-2438
Email: LPrather@ciner.us.com

Contact Buyer: Clark, Monica

Phone:
Mobile:
Fax:
Email: Monica.clark@lbwl.com

This Contract is issued pursuant to the request for proposal for Specification Soda Ash Chemicals, dated 06/01/2020.

The Contract incorporates the following documents by reference (#Contract Documents#):

Notice to Bidders dated 06/01/2020;
Instructions to Bidders;
Addendum No. 01, 02;
Specification BWL Water Production Scope of Work, dated 05/20/2020;
Proposal Form - signed and dated 06/16/2020, by Jeremy Jackson;
Sworn and Notarized Affidavit of Compliance - Iran Economic Sanctions Act;
<Certificate of Liability Insurance>;
Completed Contract Acknowledgement; and
Terms and Conditions for Materials, Ciner Resources Corp Log #4889 (#Terms and Conditions#).

Prior to start of work the contractor shall provide the following documents to:

Board of Water and Light
Attn: Greta Marcussen
PO Box 13007
Lansing MI 48901
Greta.Marcussen@lbwl.com

Certificate of Liability Insurance;
Completed Contract Acknowledgement.

The BWL Designated Representative for this project is:

Michael Carie
517-702-7031
Michael.Carie@lbwl.com

All invoices shall be sent to bwlinvoices@lbwl.com, cc: BWL Designated Representative

==========

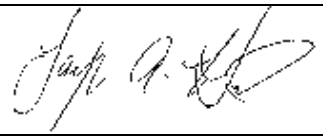
7/6/2021: Pricing change to $345.58, valid until 6/30/2021. Per email from Lindsie Prather, dated 6/24/2021.

Item	Material	Description	Target Quantity	Order Unit	Net Price	Per	OPU

Lansing Board of Water & Light
Contract Agreement

Contract Number: 4600001707
Valid from: 10/14/2020 thru 10/14/2023
Incoterms: FOB Lansing

Item	Material	Description	Target Quantity	Order Unit	Net Price	Per	OPU
10	97-00103	SODA ASH	1.000	TON	345.58	1	TON
20		DEMURRAGE CHARGE	1.0	HR	65.00	1	HR



Authorized by Taylor Heins
Purchasing Manager

Lansing Board of Water & Light
Contract Acknowledgement

Contract Number: 4600001707
Valid from: 10/14/2020 thru 10/14/2023
Incoterms: FOB Lansing

Your vendor number with us: 231198

Ciner Resources Corporation
ATTN: Lindsie Prather
Suite 2500 Five Concourse Parkway
ATLANTA GA 30328-6111
USA

Phone: 770-375-2376
Mobile: 770-241-9183
Fax: 770-375-2438
Email: LPrather@ciner.us.com

Complete this acknowledgement and return to:

Lansing Board of Water and Light
Attn: Clark, Monica
Phone:
Mobile:
Fax:
Email: Monica.clark@lbwl.com

RESPONSE REQUIRED WITHIN 24 HOURS

Check and complete as appropriate:

_____ **Contract is accepted.**

_____ **Vendor comments:** _____

_____

_____

_____

_____ **Corrections to business name, address or contact information:**

_____

_____

_____

Signature: _____ **Date:** _____

Print Name:_____

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – June 14, 2022

SUBJECT: ***Renewal of Liability and Property Insurance with Michigan Municipal League Liability & Property Pool***

Recommendation: APPROVE the Renewal of the City of Jackson's Liability and Property Insurance Through the Michigan Municipal League's Liability & Property Pool in the Amount of $593,417.00, and Authorize the City Attorney to Take Any Actions Necessary to Effectuate the Policy.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – June 14, 2022

RECOMMENDATION: APPROVE the Renewal of the City of Jackson's Liability and Property Insurance Through the Michigan Municipal League's Liability & Property Pool in the Amount of $593,417.00, and Authorize the City Attorney to Take Any Actions Necessary to Effectuate the Policy.

SUMMARY

Attached is a proposal from the Michigan Municipal League's Liability & Property Pool ("MML Pool"), the City of Jackson's liability and property insurer, for renewal of the City's insurance policy for Fiscal Year 2022/2023.

HISTORY, BACKGROUND and DISCUSSION

Attached is a proposal and cost summary from the MML Pool for insurance coverage for the City of Jackson for Fiscal Year 2022-23. The amount of the annual premium, found on page 7 of the attachment, is $593,417.00. This amount represents an increase of $1,089.00 over last year's premium of $592,328.00. Our Account Executive, James Newman, has informed me that we will receive a dividend this year in the amount of $58,642.00, which will reduce our "net premium" to $534,775.00. This net premium number is $19,660.00 less than last year.

As Council is aware, we have been with the MML Pool for a number of years. The City Attorney's Office and other relevant staff have been very pleased with both the service and coverage provided by the Pool. The MML Pool provides the City with attorneys who are very experienced and experts in their fields. It is my recommendation that we renew our insurance coverage with the MML Pool.

POSITION

The requisite action is to APPROVE the renewal of insurance coverage with the Michigan Municipal League Liability and Property Pool for 2022-23, authorize the Finance Director to pay the invoice, and authorize the City Attorney to take any action necessary to effectuate the policy.

ATTACHMENT: Liability & Property Pool Proposal

michigan municipal league

Liability & Property Pool

Proposal

for the

City of Jackson

Presented By:

James Newman, LUTCF
MML Liability & Property Pool
(517) 243-5865

May 26, 2022

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Jackson.** Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Jackson** for an annual premium of **$593,417.** (In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2022. The city's portion of the dividend return is estimated to be **$58,942**.The Member will receive this dividend in the month following payment of your 2022 renewal premium.)

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- ✓ 433 Public Entity Members
- ✓ 139 Fire Departments
- ✓ 170 Law Enforcement Agencies
- ✓ 2,195 Police Officers
- ✓ 5,772 Miles of Streets/Roads
- ✓ 6,950 Vehicles
- ✓ 16 Electric Utilities
- ✓ 195 Water Utilities
- ✓ 218 Sewer Utilities
- ✓ 24 Municipal Marinas
- ✓ $5 Billion of Property Values
- ✓ 206 Water Service Operations
- ✓ 17 Dams

michigan municipal league
Liability & Property Pool

Coverage and Cost Summary
City of Jackson

Effective 07-01-2022 to 07-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	$5,000,000	N/A	$2,500
Nat'l Railroad Passenger Corp.	$5,000,000	N/A	$0
Nat'l Railroad Passenger Corp.	$5,000,000	N/A	$0
State of Michigan, Michigan Dept. of Transportation, MDOT, Operating Railroads	$5,000,000	N/A	$0
Sewer Back-Up Sublimit	$100,000	$100,000	$0
Personal Injury Liability (Coverage B)	$5,000,000	N/A	$2,500
Medical Payments (Coverage C)	$10,000	N/A	N/A
Public Officials Liability (Coverage D)	$5,000,000	N/A	$2,500
Law Enforcement Liability (Coverages A, B, and D)	$5,000,000	N/A	$2,500
Employee Benefit Liability	$1,000,000	$1,000,000	$2,500
Fire Legal Liability	$100,000	N/A	N/A
Cyber Liability & Data Breach Response	$100,000	$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	$100,000	N/A	$0
Automobile Liability (Coverages A and B)	$5,000,000	N/A	$0

# Vehicles	Comp	Coll
3	NO COV	NO COV
176	$1,000	$1,000

Agreed Amount, if applicable 37 Vehicles for a total of $6,276,132

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is $5,000,000 regardless of the number of coverages involved in the occurrence.

Property			
Property - Blanket Basis	$184,445,413	N/A	$2,500
Boiler and Machinery	Included	N/A	$2,500
Building(s)	Included	N/A	$2,500
Cemetery Property - up to $500 per headstone	# Plots: 43,257	N/A	$500
Contents	Included	N/A	$2,500
Property in the Open	Included	N/A	$2,500
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	See Schedule	N/A	$2,500

michigan municipal league
Liability & Property Pool

Coverage and Cost Summary
City of Jackson

Effective 07-01-2022 to 07-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	$2,500
Accounts Receivable	$100,000	N/A	$250
Allmand Portable Light Towers	$15,000	N/A	$250
Cameras	$30,970	N/A	$250
Consequential Damage	$100,000	N/A	N/A
Contractors Equipment	$4,894,902	N/A	$250
Debris Removal - the lesser of 25% of physical damage loss or	$5,000,000	$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	$100,000	N/A	N/A
Earth Movement	$2,000,000	$2,000,000	$5,000
Electronic Data Processing Equip	$2,267,523	N/A	$250
Expediting Expense	$100,000	N/A	N/A
Extra Expense	$100,000	N/A	N/A
Fine Arts	$4,000,000	$4,000,000	$250
Fire Equipment	$613,135	N/A	$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	$1,000,000	$1,000,000	$5,000
Fungal Pathogens	$25,000	$25,000	$250
Golf Equipment	$324,240	N/A	$250
Loss of Income	$100,000	N/A	N/A
Loss of Rents	$100,000	N/A	N/A
Miscellaneous Equipment	$57,622	N/A	$250
National Portable Signal Solar Arrow Boards	$18,000	N/A	$250
Ornamental Trees, Shrubs, Plants or Lawn	$100,000	$100,000	$250
Personal Effects & Property of Others	$500	$2,500	$250
Police Equipment	$494,502	N/A	$250
Radio Equipment	$869,085	N/A	$250
Trailers, mounted equipment	$184,900	N/A	$250
Valuable Papers	$100,000	N/A	$250
Voting Equipment	$349,669	N/A	$250
Water Department Equipment	$7,658	N/A	$250
Weapons	$37,800	N/A	$250
Comprehensive Crime Coverage			
Employee Dishonesty Blanket/Faithful Performance	$100,000	N/A	N/A

michigan municipal league
Liability & Property Pool

Coverage and Cost Summary
City of Jackson

Effective 07-01-2022 to 07-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Computer Fraud	$100,000	N/A	N/A
Depositors Forgery	$100,000	N/A	N/A
Funds Transfer Fraud	$100,000	N/A	N/A
Impersonation Fraud	$100,000	N/A	N/A
Money and Securities Inside	$100,000	N/A	N/A
Money and Securities Outside	$100,000	N/A	N/A
Money Orders and Counterfeit Paper	$100,000	N/A	N/A
Bonds			
Bond #: A Treasurer	$100,000	N/A	N/A
Bond #: B Clerk	$100,000	N/A	N/A
Bond #: C Purchasing Director	$100,000	N/A	N/A
Bond #: D DDA Director	$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

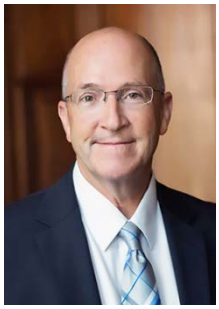
The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of $593,417.

TOWER 1 Limit	**POLICY AGGREGATE LIMIT OF LIABILITY**	$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit:	$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit:	$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit:	$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit:	$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit:	$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit:	$25,000	each Claim and in the Aggregate
	Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability		
	Liability Retention Per Claim:		
TOWER 1 Retention	All other coverages Retention:	$0	each Claim
	Cyber Extortion:	$5,000	each Extortion Threat
	First Party Data Protection:	$5,000	each Data Protection Loss
	First Party Network Business Interruption:	$5,000	each Business Interuption Loss
			Waiting Period: 12 hours
	Limits of Coverage - Privacy Breach Response Services		
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	$50,000	per Incident and in the Aggregate
TOWER 3 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		
	Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addi		
	Privacy Breach Response Services Threshold/Retention (Each Incident):		
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	$0	each Incident
TOWER 3 Retention	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

The retention increased from $2,500 to $5,000.

Your Team of Experts

James Newman, LUTCF
Municipal Account Executive
(517) 243-5865



Michael J. Forster
Pool Administrator
(734) 669-6340

Ellen Skender is retiring and 1-1-22, the new CSR is Katelyn Petracca

Katelyn Petracca
248-204-6160
Alpha Split: (Le – Z)

Joan Opett
248-204-8579
(A – La)

Customer Service Representatives

Tracy Mattiello
Claims Manager
(248) 204-8094

Rod Pearson
Loss Control Manager
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
- ✓ Safety aspects of emergency vehicle operations
- ✓ Accident investigation for supervisors
- ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Jackson Has . . .

- ✓ $15,078,819. Annual Payroll
- ✓ $184,445,413 of total values for real and personal property
- ✓ 179 Vehicles
- ✓ 43 Law Enforcement Offices

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an ***occurrence* basis with *no aggregate liability limits***:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events ***excluding*** -
  - •Fireworks (unless endorsed)
  - •Liquor Liability
  - • Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
$500,000	Yes
$1,000,000	Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

   NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to $10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- $100,000 Annual Aggregate Sublimit for Sewer and Drain Liability)**
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

"Wrongful Acts", including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials' liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual's right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only <u>one</u> deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
  - ✓ Risk Control Solutions
  - ✓ Safety & Health Manual
  - ✓ Risk Management is Good Management Program
  - ✓ Law Enforcement Newsletters
  - ✓ Access to Safetysurance website -- http://www.safetysurance.com/
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: **Approval of a Resolution to amend the Major Street Fund budget for the 2021/22 fiscal year**

Recommendation:

Approval of a Budget Resolution amending the Major Street Fund budget for fiscal year 2021/22.

Attached is a memo from Chandra Willinger, Public Works/Utilities Fiscal Supervisor, regarding the budget amendment request.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chandra Willinger, Public Works/Utilities Fiscal Supervisor

CC: Phil Hones, Finance Director
Heather Ehnis, Assistant Finance Director

DATE: June 14, 2022

RECOMMENDATION: **Approval of the Resolution to amend the fiscal year 2021/22 Major Street Fund budget.**

SUMMARY

The expenditures in the Major Street & Bridge Construction Fund require a budget resolution to amend the fiscal year 2021/22 budgeted expenditures.

BUDGETARY CONSIDERATIONS

This is an amendment to the fiscal year 2021/22 budget to increase expenditures. Funding for the increased expenditures is supported by current year revenue.

HISTORY, BACKGROUND and DISCUSSION

City Council previously approved the budget for the fiscal year 2021/22. The budget requires an amendment to reflect increased expenditures to remain in compliance with the Adopted Budget and the State Budget Act.

Annually 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

Expenditures in the Major Street & Bridge Construction Fund are expected to exceed the currently budgeted amounts for the 2021/22 fiscal year. The increase was due to the additional purchase of lighting materials and flashing LED pedestrian signage (an additional $150,000), to be utilized on the Martin Luther King Equality Trail Lighting Improvements project from Weatherwax Road to Prospect Street. Typically in most construction projects, the contractor will order the materials for a project after the contract is awarded, but with the current supply chain delays, and the constant price increases in the current market, it was in the best interest of the City to order the materials prior to awarding the contract. This will expedite the delivery of the materials to be available in time for the project to begin. In addition, by ordering these materials prior to the start of the project the City will save from future material price increases and will also save on any mark-up cost that may have been applied by the contractor, therefore saving on the overall cost of the project.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City adopted the amended 2021/22 Budget on May 24, 2022; and

WHEREAS, the Public Works Department anticipates expenditures to exceed amounts currently budgeted in the Major Street Fund for the fiscal year 2021/22; and

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

NOW, THEREFORE, BE IT RESOLVED, that the fiscal year 2021/22 budget be amended as follows:

MAJOR STREET FUND

		Increase	Decrease
EXPENDITURES:			
202-451-000-782.000	Materials	$ 150,000	$ -
		$ 150,000	$ -

* * * * * * * * * * * * * * * * * * * *

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 the Resolution by the Jackson City Council on June 14, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15th day of June 2022.

_____

Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Mayor and City Councilmembers

FROM: Mark M. Porterfield, Senior Assistant City Attorney

DATE: June 14, 2022

SUBJECT: NOORP Inspection Rate Clarification

Recommendation: Approve a Resolution clarifying the inspection rates in the Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and Registration approved at the City Council Meeting held on November 23, 2021.

Please find attached a Department Report and a proposed Resolution.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Mark M. Porterfield, Senior Assistant City Attorney

DATE: June 14, 2022

RECOMMENDATION: Approve the attached Resolution clarifying the inspection rates in the Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and Registration originally approved at the City Council Meeting held on November 23, 2021.

SUMMARY

The attached proposed resolution resolves some ambiguities contained in the Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and Registration originally approved at the City Council Meeting held on November 23, 2021.

HISTORY, BACKGROUND AND DISCUSSION

At the City Council meeting held on November 23, 2021, the Council approved the Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and Registration. This Resolution changed the rates set for inspections conducted under Chapter 14 of the Jackson Code of Ordinances from an hourly rate to a flat fee schedule.

The flat fee schedule modified the fees for several different types of inspections, including initial inspections, ninety (90) day reinspections, inspections for single units, two units, and multi-units ranging from three to a hundred units or more.

Included in that Resolution were the fees for inspections other than the initial inspection or the ninety (90) day reinspection. The fees varied depending on whether the particular inspection was a third inspection, fourth inspection or above, or an administrative hearing bureau compliance inspection. The Resolution inadvertently failed to specify that the fee would be calculated by the number of units. For example, the Resolution provides:

1. The fee for a third inspection shall be $99.00.

However, if this third inspection was for a multi-unit structure, or an apartment building, a charge of only $99.00 for the entire building would not be fiscally viable under the budget for the Department of Community Development.

The purpose of this proposed resolution is to resolve that type of ambiguity, in addition to others. Using the example above, the fee for a third inspection would now read:

1. The fee for a third inspection shall be $99.00 *per unit*.

This corrective resolution would also address how to properly bill a ninety (90) day re-inspection or a second attempt at an initial inspection that occurs in situations when the initial inspection was commenced against a property prior to July 1, 2022 (still under the hourly rate schedule). The fees would be billed at the flat rate of $99.00 per unit.

Additionally, this corrective resolution would also clarify the fee to be charged by the City in the event that that the property owner, agent, or occupant fails to appear and/or allow entry at the time of a properly scheduled and noticed inspection (*i.e.* a lockout fee). Currently, this fee will be set at $150.00 under the flat rate schedule. This proposed resolution would clarify that this $150.00 lockout fee is in addition to the applicable inspection fee.

POSITION

City staff recommends that the attached resolution be approved.

ATTACHMENTS: *Proposed Resolution*
Original November 23, 2021 Resolution

Revised per Council 11-23-21

A RESOLUTION AMENDING THE RATES FOR NON-OWNER OCCUPIED RESIDENTIAL PROPERTY HOUSING CODE INSPECTIONS AND REGISTRATION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson currently conducts housing inspections of non-owner occupied residential properties pursuant to Chapter 14 of the Jackson Code of Ordinances and the Housing Law of Michigan, MCL §125.401, et seq.; and,

WHEREAS, the City of Jackson uses a formula to establish the hourly rate for housing inspections that is annually evaluated and set automatically by the Finance Department based upon the prior year's actual expenses and project program expenditures for the next fiscal year; and,

WHEREAS, prior to July of 2016, the City of Jackson used a flat user rate for housing inspections; and,

WHEREAS, the City of Jackson will return to flat user rate for inspections and shall modify the fees associated with non-owner occupied residential property registrations and for development agreements commencing with the 2022-2023 fiscal year; and,

NOW, THEREFORE, BE IT RESOLVED, that the City of Jackson shall establish a flat user rate for all housing inspections of non-owner occupied residential properties, commencing with the 2022-2023 fiscal year, as follows:

1. The fee for an initial housing inspection and ninety (90) day re-inspection for a one unit property shall be $299.00.

2. The fee for an initial housing inspection and ninety (90) day re-inspection for a two unit property shall be $599.00.

3. The fee for an initial housing inspection and ninety (90) day re-inspection for a three or four unit property shall be $100.00 plus $255.00 per unit.

4. The fee for an initial housing inspection and ninety (90) day re-inspection for a five to fifty unit property shall be $100.00 plus $230.00 per unit.

5. The fee for an initial housing inspection and ninety (90) day re-inspection for a fifty-one to one hundred unit property shall be $100.00 plus $200.00 per unit.

6. The fee for an initial housing inspection and ninety (90) day re-inspection for a one hundred and one or more unit property shall be $100.00 plus $150.00 per unit.

IT IS ALSO RESOLVED that if a non-owner occupied residential property is in compliance as of the initial inspection, the property owner shall be entitled to a refund of the pre-paid flat user rate in the amount of $75.00 per unit.

IT IS ALSO RESOLVED that the flat user fee for any housing inspection other than the initial inspection or ninety (90) day re-inspection shall be as follows:

1. The fee for a third inspection shall be $99.00.

2. The fee for a fourth inspection or above shall be $199.00.

3. The fee for an administrative hearing bureau compliance inspection shall be $199.00.

IT IS ALSO RESOLVED that the fee for an inspection conducted under the authorization of an administrative search warrant shall be $150.00, plus the applicable inspection fee.

IT IS ALSO RESOLVED that in the event that a property owner, agent, or occupant fails to appear and/or allow entry at the time of a properly scheduled and noticed inspection, the City of Jackson shall charge a fee of $150.00.

IT IS ALSO RESOLVED that the inspection fee shall be due prior to the date of the housing inspection, and that in the event that payment is not received prior to the inspection date, a $15.00 invoicing fee shall be assessed.

IT IS ALSO RESOLVED that the fee to register a non-owner occupied residential property under Chapter 14 of the City Code of Ordinances shall be $45.00 per structure plus $15.00 for each non-owner occupied unit within that dwelling.

IT IS ALSO RESOLVED that there shall be fourteen (14) day grace period for late registrations, and that after the lapse of the grace period, there shall be a late fee of $50.00 for failure to register a non-owner occupied residential property.

IT IS ALSO RESOLVED that the fee to cover the costs associated with a development agreement shall be $120.00.

IT IS ALSO RESOLVED that all of the above fees that are collected shall be retained by the Department of Neighborhood and Economic Operations to be used for the furtherance of the Economic Stabilization Program as adopted by the City of Jackson and no part of the funds derived from the above fees may be transferred to the general operating fund for any purpose.

* * * * *

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 of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 23rd day of November, 2021.

Revised per Council action 11-23-21.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this 24th day of November, 2021.

Andrea Muray, City Clerk

A RESOLUTION CLARIFYING FEES CONTAINED IN THE NOVEMBER 23, 2021 RESOLUTION AMENDING THE RATES FOR NON-OWNER OCCUPIED RESIDENTIAL PROPERTY HOUSING CODE INSPECTIONS AND REGISTRATION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson City Council approved a Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and Registration at the City Council Meeting held on November 23, 2021; and,

WHEREAS, the resolution did not specifically identify some of the fees under the new flat user rate for inspections, or some of the fees were not appropriately described to be per unit; and,

NOW, THEREFORE, BE IT RESOLVED, that the Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and Registration approved by the City Council Meeting on November 23, 2021 and certified by the City Clerk on November 24, 2021 be amended to expressly state that the rates for inspections that are third inspections, fourth inspections or above, or administrative hearing bureau compliance inspections, shall be calculated on a per unit basis.

BE IT FURTHER RESOLVED that the Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and Registration approved by the City Council Meeting on November 23, 2021 and certified by the City Clerk on November 24, 2021 be amended to expressly state that the fee for lockouts is in addition to the applicable inspection fee.

BE IT FURTHER RESOLVED that the Resolution Amending the Rates for Non-Owner Occupied Residential Property Housing Code Inspections and Registration approved by the City Council Meeting on November 23, 2021 and certified by the City Clerk on November 24, 2021 be amended to provide that the fee for a ninety (90) day reinspection or a second attempt at an initial inspection will be $99.00 per unit if the initial inspection occurred prior to July 1, 2022 under the previous hourly rate fee schedule.

* * * * *

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 of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the _____ day of _____, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this ___ day of _____, 2022.

_____
Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: Resolution to amend the CDBG budget for fiscal year 2021/2022 for General/Rehabilitation activities.

Recommendation:

Approve the resolution to amend the Community Development Block Grant (CDBG) budget for fiscal year 2021/2022 to budget excess program income received in fiscal year 2021/2022 to the General and 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 2021/2022 to fiscal year 2021/2022 for General/Rehabilitation Administration Activities.

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 14, 2022

RECOMMENDATION: Approve the resolution to amend the CDBG budget for fiscal year 2021/2022 to budget excess program income received in fiscal year 2021/2022 to the General and Rehabilitation Administration Activities.

SUMMARY

Approve the resolution to amend the Community Development Block Grant (CDBG) budget for fiscal year 2021/2022 to budget excess program income received in fiscal year 2021/2022 to the General and Rehabilitation Administration Activities.

BUDGETARY CONSIDERATIONS

Request to reallocate $50,000 of excess program income received in fiscal year 2021/2022 and increase the budget in fiscal year 2021/2022 for General and Rehabilitation Administration duties as follows:

Activity	**Amount**
General Administration	$ 20,000
Rehabilitation Administration	$ 30,000
Total to Reallocate:	**$ 50,000**

Staff has identified excess program income received in fiscal year 2021/2022 from Deferred Loan Repayments to support this request.

HISTORY, BACKGROUND and DISCUSSION

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.

General Administration

The General Administration overall program expenses include salaries, wages, and related cost necessary in monitoring, evaluating, and management of the HUD grant program.

In March 2022 an alternate staff member was added to assume the administration duties of the upcoming retirement of the City's Grant Coordinator. This added position was unbudgeted and the extra expenses of supplies, training, membership fees, etc. has the potential to tax the projected budget.

Rehabilitation Administration

The Rehabilitation Administration expenses are related to the delivery costs associated with carrying out the housing rehabilitation activities, including staff, other direct cost, and service cost. Additional funds are necessary to insure all direct and indirect cost are available for any loan commitments under the program.

As a precaution, additional funds are requested to maintain and cover any reserves necessary for the remaining fiscal year as-well-as support administration expenses for fiscal year 2022/23 prior to receiving HUD Line of Credit.

CDBG has excess budgeted program income of $50,000 from fiscal year 2021/22 which will be used to support the request for additional funds.

POSITIONS

Requested action is for City Council to approve the resolution to amend the CDBG budget for fiscal year 2021/2022 to cover the remaining 2021/2022 General/Rehabilitation Administration expenses and support ongoing expenses prior to receiving fiscal year 2022/2023 HUD Line of Credit.

ATTACHMENTS

- Resolution

City of Jackson, Michigan
Resolution to Amend the Fiscal Years
2021/2022 (Year 47) CDBG Budget

WHEREAS, the U.S. Department of Housing and Urban Development approved the Community Development Block Grant (CDBG) activities for fiscal year 2021/2022 (Year 47); and

WHEREAS, in Year 47, receipts from program income exceeded budgeted revenue; and

WHEREAS, the City Council desires to appropriate the excess program income from Year 47 to be made available for use in Year 47 for General and Rehabilitation Administration Expenses.

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

CDBG Fund

		Increase	Decrease
REVENUE:			
286-000-047-691.003	Deferred Loans	$ 50,000	$ -
		$ 50,000	**$ -**
EXPENDITURES:			
286-737-047-701.000	General Administration	$ 20,000	$ -
286-748-047-701.000	Rehab Administration	$ 30,000	$ -
		$ 50,000	**$ -**

* * * * * *

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 14th day of June, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15th day of June, 2022.

By: _____
Andrea Muray *City Clerk*

JACKSON DDA
Downtown Development Authority

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jacqueline Austin, Chairperson; Cory Mays, Executive Director

DATE: June 14, 2022

SUBJECT: Downtown Development Authority Budget, Fiscal Year 2022 – 2023

Recommendation: Approve the Downtown Development Authority 2022-2023 budget.

Attached are memos from Cory Mays regarding the Jackson Downtown Development Authority budget for the fiscal year 2022-2023.

I recommend approval of the Downtown Development Authority's budget for the fiscal year 2022-2023. Your consideration and concurrence is appreciated.

JA; CM

JACKSON DDA
Downtown Development Authority

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 14, 2022

RECOMMENDATION: **Approve the Downtown Development Authority Budget for the fiscal year 2022-2023**

SUMMARY

The DDA Budget for fiscal year 2022-2023 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 2022. 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. The proposed budget shows a net loss (deficit) due to two major factors, including:

1. Gift Certificate Reimbursements: The accounting for this program is shifting, due to a request from our auditors. Income will now be shown on the balance sheet only until a certificate is reimbursed. Only then will income and actual expense be shown on our monthly revenue/expense reports.
2. Loan/Grant Programs: There is a surplus in this account, as the number of projects approved/paid for was less than the total allotted funding. As such, the remainder of these funds will be used for additional loan/grant projects in the 2022-2023 fiscal year.

This budget proposal was unanimously approved at the May 12, 2022 DDA board meeting.

POSITION

I recommend approval of the Downtown Development Authority's Fiscal Year 2022-2023 budget.

ATTACHMENTS: Downtown Development Authority budget for fiscal year 2022-2023

Jackson Downtown Development Authority

Proposed Budget

2022-2023

	2021-2022 Budget	2022-2023 Budget
Revenue		
Property Taxes	91,000.00	$91,000.00
Adminisrative Fees	2,000.00	$2,200.00
Improvement Programs	5,780.16	$7,580.10
Interest	390.00	$625.00
General Contributions	65,000.00	$40,000.00
Cruise Nights	7,000.00	$14,000.00
Christmas Parade	4,400.00	$4,400.00
Summer Events	6,400.00	$15,000.00
Winter Events	2,500.00	$6,000.00
Holiday Activities	3,500.00	$2,500.00
Summer Planting	1,000.00	$0.00
Gift Certificates	20,000.00	$22,000.00
Farmers Market - Senior Project Fresh	750.00	$750.00
Farmers Market - WIC Project Fresh	1,700.00	$1,500.00
Farmers Market - Vendor Fees	6,500.00	$7,500.00
Farmers Market Electronic Activity	15,000.00	$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	$7,000.00
Gross Revenues	$ 232,920.16	$237,055.10
Expenses		
Personal Services:		
Termination Pay	0.00	$0.00
Salaries & Wages	56,135.00	$61,222.43
Wages - Temporary	10,536.00	$25,180.00

Unemployment	12.50		$109.49
Employers FICA (.0765)	4,745.75		$6,082.71
Retirement - Contractual - IMCA (457)(6%)	0.00		$0.00
Health Insurance	6,575.00		$6,967.00
Workers Compensation	38.00		$527.61
Other Fringe Benefits	1,877.07		$2,184.65
Total Personal Services	**79,919.32**		**$102,273.89**
Material and Supplies:			
Office Supplies	650.00		$750.00
Program Supplies	5,000.00		$4,000.00
Prog. Supp. - Cruise Nights	5,200.00		$10,000.00
Prog. Supp. - Christmas Parade	4,400.00		$4,400.00
Prog. Supp. - Summer Events	5,300.00		$11,300.00
Prog. Supp. - Winter Events	4,000.00		$7,200.00
Prog. Supp. - Holiday Activities	4,500.00		$3,500.00
Prog. Supp. - Summer Planting	3,150.00		$3,150.00
Prog. Supp. - FM - Senior Project Fresh	750.00		$750.00
Prog. Supp. - FM - WIC Project Fresh	1,700.00		$1,500.00
Prog. Supp. - Farmers Market	1,400.00		$5,000.00
Prog. Supp. - Marketing (Holiday Activities)	1,500.00		$0.00
Prog. Supp. - Farmers Market Electronic Activity	15,000.00		$16,500.00
Prog. Supp. - Gus Macker Sponsorship	2,000.00		$2,000.00
Prog. Supp. - Bright Walls Mural Project	2,500.00		$4,000.00
Special Projects - Gift Certificates	15,000.00		$22,000.00
Special Projects - DDA - Website	1,500.00		$1,000.00
Prog. Supp. - Loan / Grant Programs	57,000.00		$32,000.00
Prog. Supp. - Sign Improve. Pro.	2,500.00		$1,500.00
Prog. Supp. - Misc.	4,500.00		$7,000.00
Total Material and Supplies	**137,550.00**		**$137,550.00**
Contractual and Other:			

Contractual Services	5,505.00		$5,750.00
Publications	0.00		$0.00
Telephone	1,200.00		$1,200.00
Photocopying	0.00		$0.00
Banking Costs - EPAY	560.00		$560.00
Auto Allowance	600.00		$600.00
Residency Allowance	1,800.00		$0.00
Education & Training	2,200.00		$1,580.00
Membership & Dues	1,200.00		$775.00
Office Equipment	200.00		$1,200.00
Outreach & Support	2,000.00		$1,500.00
Purchase Card Clearing	0.00		$0.00
Total Contractual and Other:	**15,265.00**		**$13,165.00**
Total Expenses	**$ 232,734.32**		**$252,988.89**
Net Income	**$ 185.84**		**-$15,933.79**

JACKSON DDA
Downtown Development Authority

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jacqueline Austin, Chairperson; Cory Mays, Executive Director

DATE: June 14, 2022

SUBJECT: Downtown Development Authority Budget Amendments, Fiscal Year 2021-2022

Recommendation: Approve the Downtown Development Authority 2021-2022 Budget Amendments

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

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

JA; CM

JACKSON DDA
Downtown Development Authority

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 14, 2022

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

SUMMARY

The DDA budget amendments for the fiscal year 2021-2022 are attached for your consideration.

DISCUSSION OF THE ISSUE

Per the recommendations of DDA Board Treasurer Bradley Johncox and our auditors, we have prepared an amended budget for fiscal year 2021-2022. You will find numerous changes (all shown in **RED**), which reflect a more accurate projection of various income and expense line items. The revised 2021-2022 budget is attached to this memo. Notable changes include:

1. MEDC Grants (income)—new line item
2. Gift Certificates (income & expense)
3. Loan/Grant Programs (expense)
4. Outreach & Support (expense)

These budget amendments was unanimously approved at the June 9, 2022 DDA board meeting.

POSITION

I recommend approval of the Downtown Development Authority's budget amendments for the 2021-2022 fiscal year.

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

Jackson Downtown Development Authority

Proposed Amended Budget, FY 2021-2022

	2021-2022 Budget	2021-2022 Amended Budget
Revenue		
Property Taxes	91,000.00	91,000.00
State Grant - MEDC	0.00	25,000.00
Adminisrative Fees	2,000.00	2,000.00
Improvement Programs	5,780.16	5,780.16
Interest	390.00	800.00
General Contributions	65,000.00	65,000.00
Cruise Nights	7,000.00	7,000.00
Christmas Parade	4,400.00	5,500.00
Summer Events	6,400.00	6,400.00
Eve on the Ave	2,500.00	7,250.00
Holiday DDA Day	3,500.00	500.00
Summer Planting	1,000.00	0.00
Gift Certificates	20,000.00	92,000.00
Farmers Market - Senior Project Fresh	750.00	750.00
Farmers Market - WIC Project Fresh	1,700.00	1,700.00
Farmers Market - Vendor Fees	6,500.00	6,500.00
Farmers Market Electronic Activity	15,000.00	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	**$ 232,920.16**	**$ 332,180.16**
Expenses		
Personal Services:		
Termination Pay	0.00	0.00
Salaries & Wages	56,135.00	56,135.00
Wages - Temporary	10,536.00	10,536.00
Unemployment	12.50	12.50
Employers FICA (.0765)	4,745.75	4,745.75
Retirement - Contractual	0.00	0.00
Health Insurance	6,575.00	6,575.00
Workers Compensation	38.00	38.00
Other Fringe Benefits	1,877.07	1,877.07
Total Personal Services	**79,919.32**	**79,919.32**
Material and Supplies:		
Office Supplies	650.00	1,100.00
Program Supplies	5,000.00	5,000.00
Prog. Supp. - Cruise Nights	5,200.00	5,200.00
Prog. Supp. - Christmas Parade	4,400.00	4,400.00
Prog. Supp. - Summer Events	5,300.00	5,300.00
Prog. Supp. - Eve on the Ave	4,000.00	0.00
Prog. Supp. - Holiday DDA Day	4,500.00	4,500.00
Prog. Supp. - Summer Planting	3,150.00	3,150.00
Prog. Supp. - FM - Senior Project Fresh	750.00	750.00
Prog. Supp. - FM - WIC Project Fresh	1,700.00	1,700.00

Prog. Supp. - Farmers Market	1,400.00	1,400.00
Prog. Supp. - Marketing Campaign (Sm. Bus. Sat.)	1,500.00	1,500.00
Prog. Supp. - Farmers Mkt Electronic Act.	15,000.00	15,000.00
Prog. Supp. - Gus Macker Sponsorship	2,000.00	2,000.00
Prog. Supp. - Bright Walls Mural Project	2,500.00	2,500.00
Special Projects - Gift Certificates	15,000.00	**92,000.00**
Special Projects - DDA - Website	1,500.00	1,500.00
Prog. Supp. - Façade Loan Program	57,000.00	**35,000.00**
Prog. Supp. - Sign Improve. Pro.	2,500.00	2,500.00
Prog. Supp. - Misc.	4,500.00	4,500.00
Total Material and Supplies	**137,550.00**	**189,000.00**
Contractual and Other:		
Contractual Services	5,505.00	5,505.00
Publications	0.00	0.00
Telephone	1,200.00	1,200.00
Photocopying	0.00	0.00
Banking Costs - EPAY	560.00	**1,000.00**
Auto Allowance	600.00	600.00
Residency Allowance	1,800.00	1,800.00
Education & Training	2,200.00	2,200.00
Membership & Dues	1,200.00	1,200.00
Office Equipment	200.00	200.00
Outreach & Support	2,000.00	**26,000.00**
Purchase Card Clearing	0.00	0.00
Total Contractual and Other:	**15,265.00**	**39,705.00**
Total Expenses	**$ 232,734.32**	**$ 308,624.32**
Net Income	**$ 185.84**	**$ 23,555.84**

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

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

Recommendation:

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

Attached is a memorandum from Shane LaPorte, Director of the Department of Neighborhood & Economic Development, recommending City Council exercise its Right of First Refusal for one (1) residential property and decline the remaining 2022 tax foreclosed parcels in its jurisdiction at this time.

I recommend approval of the Resolution exercising the City's Right of First Refusal under PA 123 of 1999. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood & Economic Operations

DATE: June 14, 2022

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

SUMMARY

Requested action is for City Council to approve a Resolution to exercise the City of Jackson's Right of First Refusal under PA 123 of 1999 for one (1) residential property and decline its right for the remaining 50 properties identified on Exhibit A of the Resolution.

BUDGETARY CONSIDERATIONS

City staff has evaluated the prospective benefits to the community and desires to exercise its Right of First Refusal to take 901 W Washington Ave (PIN 3-077700000) to resell on the open market, attaching a development agreement to . This property is located on the southwest corner of W Washington Ave and S Grinnell St. in Ward 5.

HISTORY, BACKGROUND and DISCUSSION

On or about April 1, 2022, the Jackson County Treasurer foreclosed on 51 properties within the City of Jackson for non-payment of 2019 and prior property taxes. Under PA 123 of 1999, the State of Michigan has first right of refusal of all tax foreclosed properties within its counties, with the local unit of government having subsequent right of first refusal.

A recent change to Michigan's tax law at MCL 211.78m states a city, village, township, or city authority may purchase foreclosed property located within that city, village, township, or area of the city authority included in the judgment and subject to sale by paying the foreclosing governmental unit the greater of the minimum bid or the fair market value of the property. Dissecting its impact on the City's ability to acquire properties during its right of first refusal further, any party who had an interest in the property at the time of foreclosure may file a claim by July 1. A party can be the prior owner, bank, or any entity owed money. Historically, if the City exercised its initial right of first refusal, it only had to pay the back taxes plus all penalties, interest, and administrative costs associated with the property. With this change, if a party with an interest in the property files a claim by July 1, the City would be required to pay the fair market value, which is two times the current State Equalized Value (SEV).

As of April 2, 2022, the amount of taxes owed to the Jackson County Treasurer for 901 W Washington Ave for the years 2019 through 2021 was 12,048.50; the SEV is $68,000, equating to a fair market value of $136,000. If no claim is made against the property by July 1, the City will be required to pay $12,048.50 plus additional normal costs as may accrue until acquired, such as maintenance needs. If a party who has an interest in the property does file a claim by July 1, the acquisition cost would be $136,000.

DISCUSSION OF THE ISSUE

The County Treasurer will hold two tax auctions in late summer/early fall 2022. The City will have another opportunity to acquire parcels not sold at the tax auctions before the end of 2022.

POSITIONS

Requested action is for City Council to exercise its right of first refusal to acquire one (1) parcel and decline its right for the remaining 50 properties identified in Exhibit A of the Resolution.

ATTACHMENTS

- Resolution

RESOLUTION

Notification of Release of Right of First Refusal
Under Public Act 123 of 1999 for
The County of Jackson

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, the State of Michigan has first right of refusal for all foreclosed property of its Counties; and

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, the local unit of government has subsequent first right of refusal (pending response from the state which has not yet been received) for all foreclosed property of its Counties; and

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, a city, village, township, or city authority may purchase foreclosed property located within that city, village, township, or area of the city authority included in the judgment and subject to sale by paying the foreclosing governmental unit the greater of the minimum bid or the fair market value of the property; and

WHEREAS, the City of Jackson has reviewed a list of 2022 foreclosed properties located within its boundaries; and

WHEREAS, pursuant to the aforesaid right of first refusal, the City of Jackson has made a determination that it does not want to purchase the properties identified in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that at the meeting of the Jackson City Council, on this 14th day of June, 2022, the City of Jackson hereby exercises its right of first refusal for the 2022 foreclosed properties located in the City of Jackson, County of Jackson, State of Michigan, as follows:

Parcel Number	**Address**
3-077700000	901 W WASHINGTON AVE

BE IT FURTHER RESOLVED that, with the exception of the property identified above, the City of Jackson declines to exercise its first right of refusal for the 50 foreclosed properties located in the City of Jackson, County of Jackson, State of Michigan, identified on **Exhibit A.**

* * * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 14th day of June, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 15th day of June, 2022.

Andrea Muray *City Clerk*

Exhibit A

To the City of Jackson's Resolution to Forgo Right of First Refusal

	PIN	Address
1	1-038500000	322 TAYLOR ST
2	1-067300000	330 ADAMS ST
3	1-068900000	407 JEFFERSON ST
4	1-075100000	434 MADISON ST
5	2-148700000	812 STEWARD AVE
6	3-013000000	504 SECOND ST
7	3-019600000	412 THIRD ST
8	3-041500000	711 W FRANKLIN ST
9	3-042900000	717 FIFTH ST
10	3-194500000	609 W BIDDLE ST
11	4-031900000	322 W FRANKLIN ST
12	4-055400000	323 W WILKINS ST
13	4-083000000	CHITTOCK AVE
14	4-086000000	911 WILLIAMS ST
15	4-096000000	1205 WILLIAMS ST
16	4-096400000	1215 WILLIAMS ST
17	4-100400000	1214 WILLIAMS ST
18	4-101800000	1201 WOODBRIDGE ST
19	4-107700000	1205 LINWOOD AVE
20	4-120600000	1007 WOODBRIDGE ST
21	4-129700000	1114 WOODBRIDGE ST
22	4-136700000	229 W HIGH ST
23	4-137500000	LL
24	4-156500000	134 W EUCLID AVE
25	4-164200000	W ADDISON ST
26	5-065000000	943 CHITTOCK AVE
27	5-104500000	1028 PIGEON ST
28	5-110200000	106 STANLEY AVE
29	5-132500000	DAMON ST
30	5-141300000	121 WALL ST
31	5-176500000	221 E ROBINSON ST
32	5-184900000	320 E MANSION ST
33	5-205900000	E PROSPECT ST
34	5-213600000	414 DAMON ST
35	6-007100000	808 PLYMOUTH ST
36	6-038300000	1313 E MICHIGAN AVE
37	6-061400000	403 SUMMIT AVE
38	6-070500000	1427 JOY AVE
39	6-112200000	1615 DEYO ST
40	6-139400000	740 S PLEASANT ST
41	6-162200000	MITCHELL ST
42	6-162300000	1409 MITCHELL ST
43	7-027700000	408 HOMEWILD AVE
44	7-034400000	307 N PARK AVE
45	7-119600000	1915 E GANSON ST
46	8-067800000	1323 RHODES ST
47	8-163000000	730 N WATERLOO AVE
48	8-229300000	704 IRVING ST
49	8-245700000	1032 WALKER ST
50	8-250100000	1135 HAMILTON ST

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: Approve a Purchase Agreement between the City of Jackson and Francis and Prospect LLC

Recommendation: Approve a Purchase Agreement between the City of Jackson and Francis and Prospect LLC for the acquisition of tax parcel 5-186300000 located adjacent to 1901 S Martin Luther King Ave for the purchase price of $60,000 at allow the city Attorney and City Manager make minor modifications to affect the purchase.

Attachments: Draft Property Transfer

DEPARTMENTAL REPORT

MEMO TO: City Council

FROM: Jonathan Greene, City Manager

DATE: **June 6, 2022**

RECOMMENDATION: Approve a Purchase Agreement between the City of Jackson and Francis and Prospect LLC for the acquisition of tax parcel 5-186300000 located adjacent to 1901 S Martin Luther King Ave for the purchase price of $60,000.

SUMMARY

The property in question is an approximately 1 acre parcel on the city's south side. It is a vacant parcel next to the Dollar General at the corner of Martin Luther King Ave and Prospect St. The purchase of the vacant land is strategically important to the Martin Luther King Corridor Improvement Authority's plan and the City of Jackson's desire to promote development on the south side,

BUDGETARY CONSIDERATIONS

The purchase price of the property is $60,000.00 and would come from general funds.

HISTORY, BACKGROUND and DISCUSSION

The vacant property is significant in size at approximately 1 acre. Future uses could include a grocery store, open air market, mixed use, etc. Acquisition would allow the city work with potential developers, the neighborhood, and other community stakeholders to promote the highest and best use of the currently vacant parcel

JG

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into as of the ___ day of May, 2022 ("Effective Date") by and between Francis & Prospect, LLC, a Michigan limited liability company ("Seller") and City of Jackson, a Michigan municipal corporation with an address of 161 W. Michigan Avenue, Jackson, MI 49201 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of that certain real property located on East Prospect Street, Jackson, Michigan ("Property"), being more particularly described in Exhibit A attached hereto and made a part hereof;

WHEREAS, in accordance to the terms and conditions herein set forth, Seller agrees to sell, convey and transfer to Purchaser the Property together with any improvements located thereon, with all easements, rights and appurtenances, existing leases and personal property, if any, attached to or located at the Property. Purchaser agrees to purchase from Seller all of Seller's right, title and interest in the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE PRICE. Purchaser and Seller agree that the purchase price ("Purchase Price") for the Property shall be Sixty Thousand and 00/100 dollars ($ 60,000.00). Within three (3) business days following the Effective Date, as defined herein, Purchaser shall deliver the sum of Five Thousand and 00/100 dollars ($5,000.00) ("Earnest Money Deposit") by check to be held in escrow by First American Title Insurance Company, 300 E. Long Lake, Suite 300, Bloomfield Hills, Michigan 48304 (Attention: Marcia Lawless) ("Escrow Agent") to be held according to the terms of this Agreement pending the closing as defined herein. The Earnest Money Deposit shall be applied to the Purchase Price at time of closing or disbursed as agreed upon in accordance with the terms of this Agreement.

2. TITLE POLICY. At Seller's expense, Seller shall deliver to Purchaser no later than ten (10) days from the Effective Date, an Owner's Policy of Title Insurance (ALTA Policy of Title Insurance) prepared by First America Title Insurance Company (the "Title Company"), without standard exceptions and with all exception documents ("Exception Documents"), showing title to be good, marketable, insurable and indefeasible, subject only to easements, encumbrances and restrictions and other matters of record prepared by the Title Company and certified to a date later than the Effective Date, and thereafter a policy of title insurance for an amount not less than the Purchase Price, guaranteeing marketable title in the condition required herein, and bearing a date later than the Effective Date hereof. If this offer is accepted by Seller and if title can be conveyed in the condition required hereunder, Purchaser agrees to complete the sale within the time periods set forth herein, subject to consent from all lenders and being further subject to all other terms and conditions as described in this Agreement.

3. TITLE OBJECTIONS. If during the Due Diligence Period, as defined herein, written objection to the title is made by Purchaser that the title is not in the condition as required for performance hereunder, Seller shall have thirty (30) days from the date notified in writing of the particular defect claimed, either: (1) to remedy the title; (2) to obtain a commitment of title insurance, insuring in a manner satisfactory to Purchaser or (3) to refund the Earnest Money Deposit in full termination of this Agreement if unable or unwilling to remedy the title or obtain title insurance. If Seller remedies the claimed defects or

shall obtain such title policy within the time specified, Purchaser agrees to complete the sale, subject to satisfaction of all other contingencies remaining herein. If Seller fails to remedy the title or obtain such title insurance or to give Purchaser the above written notification within said 30 days, Purchaser may waive said title defects and close according to the terms and conditions set forth herein or if Purchaser decides not to waive the Earnest Money Deposit shall be refunded forthwith in full termination of this Agreement and the parties hereto shall have no further obligations hereunder.

4. SURVEY. Purchaser may, at its cost and expense**,** cause to be prepared an on-the-ground boundary survey of the Property ("Survey"). If objection is made to the form of the survey; to title based upon the survey or the legal description disclosed by the title commitment, Seller shall have thirty (30) days from the date of Purchaser's written objection to remedy the survey or condition affecting the survey to the satisfaction of Purchaser or terminate this Agreement. If Seller elects to remedy the survey in the manner specified herein Purchaser agrees to complete the sale on the agreed upon date of Closing, as defined herein, subject to satisfaction of all other conditions set forth in this Agreement by Purchaser. If Seller does not remedy the survey, this Agreement may be terminated at Purchaser's sole option whereupon the Earnest Money shall be returned to Purchaser and all liability herein shall terminate. Purchaser may waive its objection to the survey and continue to satisfy all remaining conditions set forth herein.

5. SELLER DELIVERIES. Within seven (7) days following the Execution Date, Seller shall deliver the following items ("Property Information") to Purchaser, if available:

a. Most recent winter and summer real estate tax bills affecting the Property.
b. Any and all other materials and documents in Seller's possession.

6. DUE DILLIGENCE. Seller and Purchaser hereby agree that this Agreement and all obligations hereunder are subject to and conditioned upon Purchaser's satisfaction, without limitation, with the physical and environmental condition of the Property; the economic and financial condition of the Property; Purchaser's ability to use and finance the Property as contemplated by Purchaser and all other aspects of the Property and the transaction in general, within the sixty (60) day period (the "Due Diligence Period") following the Effective Date. During the Due Diligence Period, Purchaser and Purchaser's authorized agents shall be entitled to: (i) examine title to and the survey of the Property; (ii) conduct such testing of the Property as Purchaser determines, including, without limitation, one or more environmental audits or assessments; (iii) physically inspect and review the Property, which investigation shall be of such scope as Purchaser shall determine; (iv) request and review and copy all documents and information in Seller's possession related to its ownership or operation of the Property that Purchaser deems material to the purchase or operation of the Property; and (v) conduct any additional due diligence with respect to the Property that Purchaser may wish to conduct. Said Due Diligence shall be conducted at such times and in such manner as not to interfere with the business activities or otherwise disturb the tenants. Seller shall in good faith cooperate with Purchaser and facilitate, at no additional cost to Seller, Purchaser's investigation of the Property.

If during this Due Diligence Period Purchaser determines for any reason and in its sole determination that the Property is unsatisfactory Purchaser may elect to terminate this Agreement by written notice to Seller, on or before the expiration of the Due Diligence Period, and the parties shall be released from further obligation and rights under this Agreement and the Earnest Money Deposit shall be returned to Purchaser and all obligations of the parties hereto shall terminate.

Upon payment by Purchaser to Seller of an additional Two Thousand Five Hundred and 00/100 dollars ($ 2,500.00), held in escrow by the Escrow Agent, Purchaser shall have the right to extend the Due Diligence Period by an additional thirty (30) days upon the giving of written notice to Seller before the end of the Due Diligence Period ("Extended Due Diligence Period"). If during the Extended Due Diligence

Period Purchaser determines for any reason and in its sole discretion that the Property is unsatisfactory Purchaser may elect to terminate this Agreement by written notice to Seller, on or before the expiration of the Extended Due Diligence Period, and the parties shall be released from further obligation and rights under this Agreement and the Earnest Money and additional fee shall be returned to Purchaser and all obligations of the parties hereto shall terminate. The additional payment shall be applied to the Purchase Price at time of closing in accordance with the terms of this Agreement.

Within thirty (30) days of the Effective Date, Purchaser shall have the right to conduct a Phase 1 environmental investigation during the Due Diligence Period. Purchaser agrees to pay all of the cost and expenses associated with said invitation and testing and to repair and restore any damage to the Property caused by Purchaser's investigation or testing, at Purchaser's sole expense. Purchaser shall hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including Purchaser's employees, agents, consultants and contractors performing said inspections.

7. CONDITION OF PROPERTY. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, (A) PURCHASER AGREES TO TAKE THE PROPERTY ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS AND (B) NEITHER SELLER NOR THEIR AGENTS, CONTRACTORS OR REPRESENTATIVES HAVE MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO: (a) THE NATURE, QUALITY OR PHYSIAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION THE WATER, SOIL, AND GEOLOGY, (b) THE INCOME OR VALUE WHICH MAY BE DERIVED FROM THE PROPERTY, (c) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (d) THE HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (e) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT IT WILL PERFORM EXAMINATIONS AND INVESTIGATIONS OF THE PROPERTY PRIOR TO THE EXPIRATION OF THE DUE DILLIGENCE PERIOD, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, EXAMINATIONS AND INVESTIGATIONS FOR THE PRESENCE OF HAZARDOUS MATERIALS, AND THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN PURCHASER WILL RELY SOLEY UPON SUCH EXAMINATION IN CONSUMATING THE PURCHASE PROVIDED FOR IN THIS AGREEMENT. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SUVIVE THE CLOSING.

Seller knows of no environmental contamination on, under or affecting the Property or any impending environmental investigation by any governmental agency. To the best of Sellers' knowledge, no claim has been made against Seller with regard to hazardous substances and Seller is not aware that any such claim is current or ever has been threatened.

8. CLOSING. Consummation of the transaction contemplated herein, unless a different date is mutually agreed upon by the parties in writing, shall close on the date that is ten (10) days after the last day of the Due Diligence Period ("Closing"). The failure of either party to close within said time frame, time being of the essence for this Agreement, shall constitute a default hereunder. The Closing shall be held via escrow at the offices of the Escrow Agent on the time set forth herein.

At or prior to Closing, Seller shall execute and/or deliver the following to Purchaser:

a. Seller's closing statement.

b. A Warranty Deed in recordable form conveying good, marketable and insurable fee simple title.

c. Evidence that Seller has paid all deed transfer costs and the cost of obtaining the title commitment and title policy and all other costs and fees required to be paid by Seller pursuant to this Agreement.

d. Such other documents, affidavits, certificates and instruments as may be required by the Title Company in order to consummate the transaction described in this Agreement and to issue the title policy to Purchaser in the form and condition required by this Agreement.

e. A non-foreign affidavit for Seller complying with the requirements of Section 1445 of the Internal Revenue Code of 1968, as amended.

j. All tax and assessment prorations as set forth herein.

At or prior to Closing, Purchaser shall execute and/or deliver the following to Seller:

a. Deliver certified check, wire transfer or other immediately available funds in the amount of the Purchase Price, as adjusted by closing costs and less the Earnest Money Deposit and any other payments made by Purchaser pursuant to this Agreement to the Escrow Agent.

b. Purchaser's closing statement.

f. Such other documents affidavits, certificates and instruments as may be required by this Agreement or by the Title Company in order to consummate the transaction described in this Agreement.

9. **PROPERTY TAXES.** Seller shall pay all real estate taxes, including any current installment of special assessments levied, that are due and payable on the Property by the date of Closing. Purchaser shall pay a proportionate share of all real estate taxes, including any current installment of special assessments levied, that are due after the date of Closing. Said prorations shall be on a due date basis as of the date of Closing, taxes paid in advance, based on a 365-day year. All other assessments, which have become a lien upon the Property shall be paid in full be Seller at Closing.

10. **NOTICES.** Any notice, demand, request or other instrument which is required or permitted to be given under this Agreement, or by law, shall be in writing and shall be deemed given, even if the recipient shall fail or refuse to accept delivery of such notice, demand, request or other instrument: (i) when the same is personally delivered, (ii) two (2) days following the date the same is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested or (iii) by email provided that such notice shall be deemed receive on the business day of transmission if sent by 5:00 pm eastern time zone (iv) one (1) day following the date any of the foregoing documents are delivered to a reputable overnight courier service, providing proof of delivery, with delivery charges prepaid. The notice, demand, request or other instrument shall be addressed as follows:

Purchaser: Jonathan Greene, City Manager
161 W. Michigan Ave. 14th Floor
Jackson, MI 49201

With a copy to:

Matthew Hagerty, City Attorney
161 W. Michigan Ave. 12th Floor
Jackson, MI 49201

Seller: 27600 Northwestern Highway, Suite 200
Southfield, MI 48034

11. SELLER WARRANTIES AND REPRESENTATIONS. Seller warrants, covenants and represents to Purchaser and shall certify to Purchaser, that the following are true as of the date of Closing:

a. Seller has full authority to enter into and perform this Agreement in accordance with its conditions, without breaching or defaulting on any obligation or commitment that Seller has to any partners or third parties.

b. Seller is, or shall be at Closing, the fee title owner of the Property.

c. There are no suits, actions, or proceedings pending or, to the best of Seller's knowledge, threatened by any party, including governmental authorities or agencies, against or involving the Property or to which Seller is or may become a party in connection with the Property.

d. There is no ongoing or threatened litigation affecting the Property which Seller's insurance carrier is not obligated to defend.

e. Seller has no notice or knowledge of:

1. any planned or commenced public improvements that might result in special assessments or otherwise directly and materially affect the premises or the personal property.
2. any government agency or court order requiring repairs, alterations, or corrections of any existing conditions.
3. any request by an insurer or a mortgagee of the Property requiring repairs, alterations, or corrections of any existing conditions.
4. any condemnation proceedings having commenced or reason to believe any condemnation proceedings may be commenced.
5. no pending tax appeals.
6. no prior options or rights of first refusal have been granted.

f. No improvements, repairs, or other construction has occurred in the Property within the 120 days from the date of Closing.

g. Seller is in full compliance with all applicable federal, state and local environmental statutory and regulatory requirements, including those contained in permits and other authorizations.

h. There are no pending environmental civil, criminal or administrative proceedings, lawsuits or claims brought by any governmental agency, private party or other entity against Seller relating to any environmental matter.

i. Seller's representation and warranties are true and accurate as of the date of Closing.

12. WARRANTIES BY THE PURCHASER. Purchaser warrants, covenants and represents to Seller and shall certify to Seller at Closing that the following are true as of the Effective Date through the date of Closing:

a. Purchaser has full authority to enter into and perform this Agreement in accordance with the conditions set forth herein.

b. Purchaser's representation and warranties are true and accurate as of the date of Closing.

13. SURVIVAL OF THE WARRANTIES. The representations, warranties and agreements set forth herein shall survive for one (1) year following the date Closing.

14. INDEMNIFICATIONS AND THE RIGHT TO SET OFF:

a. Subject to Section 7 above, Seller agrees to indemnify, defend and hold Purchaser harmless for all damages, including actions, suits, judgments, costs, charges, expenses, fines, penalties, attorney fees, and the consequences of any liabilities, that are asserted against or affect the Property because of Seller's actions or failure to act before the Closing. Purchaser may set off the amount of any such damage against any amounts Purchaser owes the Seller.

b. Purchaser agrees hold Seller harmless for all damages, including actions, suits, judgments, costs, charges, expenses, fines, penalties, attorney fees, and the consequences of any liabilities, that are asserted against or affect the Property or the personal property solely out of Purchaser's actions or failure to act arising out of Purchaser's due diligence investigations including, but not limited, to any lawsuits.

15. REMEDIES. If Purchaser fails to purchase the Property pursuant to this Agreement for any reason other than Purchaser's exercise of its termination rights as its sole remedy, then Seller shall have the right, as its sole remedy, to terminate this Agreement and the Escrow Agent shall deliver the Earnest Money Deposit to Seller, which Seller shall retain the same as liquidated damages (Seller and Purchaser hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Purchaser would be difficult or impossible to accurately ascertain) and upon Seller's receipt of the Earnest Money Deposit this Agreement shall terminate and no party to this Agreement shall have any further claim, agreement or obligation to any other party to this Agreement, and any lien of Purchaser against the Property shall automatically cease, terminate and be released.

If the sale contemplated by this Agreement is not consummated because of Seller's failure to perform its obligations hereunder, Purchaser shall be entitled, as its exclusive remedies, to elect either (a) to terminate this Agreement and Title Company shall deliver the Earnest Money Deposit to Purchaser, which Purchaser shall retain the same as liquidated damages (Seller and Purchaser hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Seller would be difficult or impossible to accurately ascertain) or (b) to have and enforce specific performance of Seller's obligations under this Agreement.

16. RISK OF LOSS. The risk of loss or destruction to the Property by fire, windstorm or other casualty shall be borne by Seller. In the event the Property is damaged or destroyed prior to Closing either party to the Agreement shall have the right to terminate this Agreement without liability on its part for such termination, and Seller shall return the Earnest Money Deposit to Purchaser within five (5) days after the terminating party notifies the other party in writing of the terminating party's intention to terminate as a result of such damage or destruction. Upon refunding the Earnest Money Deposit to Purchaser, Seller shall

have no further claim against Purchaser and Purchaser shall have no further claim against Seller. Purchaser shall have the option upon written notice to Seller of electing to close this transaction and repair the Property at its expense in which event Seller shall assign all of its right, title and interest in available insurance proceeds (including all deductibles) to Purchaser.

17. WHOLE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated by this Agreement. Each party acknowledges that it has not made or relied on any representations, inducements, or conditions not specified in this Agreement. Should any part of this Agreement be determined to be invalid then the remaining portion hereof shall not be affected.

18. AMENDMENTS. This Agreement may be amended only by a written document signed by each of the parties to this Agreement.

19. SUCCESSORS AND ASSIGNS. This Agreement shall be legally binding upon the parties hereto and shall be binding upon and inure to the benefit of their respective heirs successors and assigns.

20. EFFECTIVE DATE. The "Effective Date" of this Agreement shall be the later of the date on which Purchaser executes this Agreement and the date on which Seller executes this Agreement.

21. **CALCULATION OF TIME PERIODS.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday nor legal holiday.

22. **GOVERNING LAW**. This Agreement shall be governed by and all disputes related hereto shall be determined in accordance with the laws of the State of Michigan. Jurisdiction shall lie in Jackson County, MI.

23. **COUNTERPARTS.** This Agreement may be executed in a number of identical counterparts each of which for all purposes is deemed an original, and all of which constitute collectively one (1) Agreement. This Agreement may be executed by facsimile or electronic signature which shall be deemed binding upon the parties.

24. **MISCELLANEOUS COSTS.** On or before the Closing, Seller agrees to pay for the following closing costs: Documentary stamps and state/county transfer taxes payable in connection with the sale; title insurance premiums and one-half of all escrow fees.

On or before the Closing, Purchaser agrees to pay for the following closing costs: cost of recording the Warranty Deed and one-half of all escrow fees.

Seller shall be responsible for all utilities through the date of closing and shall provide an escrow if required by the Title Company. All other items customarily prorated at closing shall be prorated in accordance with local custom.

25. **CONDITIONS PENDING CLOSING**. Seller shall diligently conduct its business in the Property in substantially the same manner as it has been conducted in the past and shall not alter its method of doing business without the written consent of Purchaser. The purchase of this Property by Purchaser shall be contingent upon the following conditions being satisfied at Closing:

a) There shall be no changes in the physical condition of the Property through to the date of Closing.
b) Seller shall maintain the Property in good order and repair.
c) Seller shall maintain in full force and effect all policies of insurance pertaining to the Property now in effect.
d) Seller shall not mortgage, pledge or subject to lien, charge or encumber the Property.
e) Seller shall not sell or transfer the Property.

26. ASSIGNABILITY OF AGREEMENT. Purchaser shall have right to assign this Agreement to another entity without the consent of Seller, but shall provide written notice of such assignment.

27. **SECTION 1031 TAX-DEFFRED EXCHANGE**. Either party shall have the right to consummate this transaction as part of a tax-deferred exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended. Both parties shall agree to work together if necessary to consummate an exchange so long as there shall be no cost or liability on the party not effectuating the exchange and the Closing shall not be delayed or affected by such exchange.

28. **CONSTRUCTON OF PREPARER.** Seller and Purchaser have equally participated in the preparation of this Agreement. This Agreement expresses their mutual agreement and should not be interpreted in favor of either party as a result of one party actually drafting this Agreement.

29. COMMISSION: Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the transaction set forth in this Agreement, except for First Commercial Realty & Development Co., Inc., acting on behalf of Seller and Good Earth Real Estate, LLC acting on behalf of Purchaser (collectively, the "Brokers"). Each party agrees to hold and save the other party hereto harmless from all liabilities arising from any such claim or demands for commissions or finder's fees in connection with the transaction set forth in this Agreement (including, without limitation, reasonable legal fees in connection therewith). Seller shall pay any Broker(s) a brokerage commission involved in this transaction pursuant to the terms of a separate mutually agreed upon document. All representations and warranties existing herein shall survive the Closing.

30. **CITY COUNCIL APPROVAL.** This Agreement and Purchaser's obligations hereunder is expressly conditioned upon the prior approval of the Jackson City Council at a regularly scheduled meeting.

SELLER AND PURCHASER, by their execution below indicate their consent to the terms of this Agreement.

SELLER:	**PURCHASER:**
By: _____	By: _____ Jonathan Greene
Its: _____	Its: City Manager
Date: _____	Date: _____

EXHIBIT "A"

Tax Parcel Description:
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

Parcel Report - Parcel ID: 5-186300000

6/6/2022

Owner Name	FRANCIS & PROSPECT LLC
Owner Address	29500 TELEGRAPH RD STE 110 SOUTHFIELD, MI 48034
Homestead	0
Parcel Address	E PROSPECT ST JACKSON, MI 49203
Property Class	202 - COMMERCIAL VACANT
Status	Active
Acreage	1.11
Gov't Unit	City of Jackson
Tax Unit	City of Jackson
School District	JACKSON PUBLIC SCHOOL
Liber/Page	

	2020	2021	2022
Taxable Value	$13,511	$13,700	$14,152
Assessed Value	$20,300	$19,300	$18,100

Tax Description:

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

WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description.
The intent of this map is to allow easy access and visual display of government information and services.
Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.

This parcel data last updated: May 31, 2022

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: Award to extend the City of Jackson Parks Department contract with Yamaha Golf Carts Plus from Chicago, Illinois for an additional five years in the amount of $81,049.92 a year.

Recommendation:

Award to extend the City of Jackson Parks Department contract with Yamaha Golf Carts Plus from Chicago, Illinois for an additional five years in the amount of $81,049.92.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the contract with Yamaha Golf Carts Plus from Chicago, Illinois for an additional five years.

We recommend approval of the contract to of Yamaha Golf Carts Plus from Chicago, Illinois and authorization for the Mayor and Clerk to execute the appropriate documents.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: June 14, 2022

RECOMMENDATION: Award to extend the City of Jackson Parks Department contract with Yamaha Golf Carts Plus from Chicago, Illinois for an additional five years in the amount of $81,049.92 a year.

SUMMARY

Award to extend the City of Jackson Parks Department contract with Yamaha Golf Carts Plus from Chicago, Illinois for an additional five years in the amount of $81,049.92 a year.

BUDGETARY CONSIDERATIONS

Funding for the Ella Sharp Park Golf Carts comes from cart fees. In 2021 Ella Sharp Park had 22,522 cart riders generating $175,000 in revenue. The following includes more information on the contract and revenue;

- 2019-2022 Current Contract $63,050 yearly
- 2023-2028 Proposed Contract $81,050 yearly
- 2021 Cart rental revenue $175,000
- 2022 With $1 increase cart rental fee est. revenue $200,000

HISTORY, BACKGROUND and DISCUSSION

The Ella Sharp Park Golf Course has rented and/or purchased our carts through Yamaha since 1975. Our working relationship has led to the advancement of carts, product and our compatible Golf Genius Software for tournaments and outings.

DISCUSSION OF THE ISSUE

In the 2019 contract we were able to increase the participants experience by including phone chargers, side coolers and GPS units in each cart. The GPS unit allows for an enhanced participant experience. A golfer can enjoy the GPS system for their yardages and connection to the Club House. Currently our computer system is set with the GPS connection to Yamaha GPS units. Inside the golf course club house we are able to track each cart, if there's a problem, the rate the golfer is moving and most importantly alert riders when inclement weather appears. Golf Cart rental equals around 30% of our golf revenue.

POSITIONS

To award a contract to extend the contract with Yamaha Golf Carts Plus from Chicago, Illinois for an additional five years in the amount of $81,049.92 per year.

GOLF CARS PLUS

Your one stop shop for Yamaha Golf Cars
www.golfcarsplus.us

Fleet Proposal — May 9, 2022

CITY OF JACKSON - ELLA SHARP PARK GC

161 W MICHIGAN AVE - JACKSON, MI 49201

56 2023 Yamaha The Drive2 Fleet QuieTech - EFI Gas **Color: Emerald**

Yamaha 5-Year Limited Warranty

Standard Features

Industry Best 45 MPG
Automotive Style Dash
Tru-Trak II™ Independent Front Suspension
Independent Rear Suspension
5 MPH Energy Absorbing Bumpers
Removable Modular Body Panels
Soft Touch Steering Wheel
Dual USB Ports

Stock Photo

Standard Accessories

ClimaGuard Top with Dual Gutters
Sweater Basket
Wheel Covers
Fleet Number Decals
Club Logo Decal

Premium Accessories

Clear Hinged Polycarbonate Windshield
Information Holder (adhesive to windshield)
Insulated Cooler
Club & Ball Washer
Fuel Guage/Hour Meter

Accepted By: CITY OF JACKSON - ELLA SHARP PARK GC Terms: See Financing Proposal

Sign _____ Print _____

Date _____ Title _____

By signing above you agree to the details, terms, and pricing of this Proposal. This proposal is valid for 15 days.

GOLF CARS PLUS

Your one stop shop for Yamaha Golf Cars
www.golfcarsplus.us

YamaTrack

May 9, 2022

CITY OF JACKSON - ELLA SHARP PARK GC

161 W MICHIGAN AVE - JACKSC

YAMATRACK
Powered by Golf

Track and Control Your Fleet

We offer the industry's leading golf cars and have developed a product to save your course money. YamaTrack offers so much more than just security and GPS – it's a comprehensive system that allows you to set up geofences to protect eco-sensitive areas, manage your entire operation including the pro shop, cart barn, restaurant and maintenance equipment, and connects seamlessly with your point-of-sale system. It even includes a mobile app branded for your course. And just to make it as easy as possible to begin enjoying all the perks, we offer simple leasing with Yamaha's in-house financing.

YamaTrack Features & Benefits

YamaTrack YTX Features	AC	EFI	Feature Descriptions
Pace of Play Monitoring	X	X	Course Operator (CO)sets their hole by hole expected POP. Cart icon will turn orange if the cart falls behind pace.
Real Time Asset Tracking	X	X	CO can see the entire course and where their fleet is located on their property.
Fleet Rotation Reports	X	X	See the total rounds or Amp Hours on each car to make sure that you rotate them evenly.
Historical Asset Tracking	X	X	See where cars have been for any day in the past since YamaTrack was installed
Tournament Scoring	X	X	Easy formats to play a small or large tournament. Does not integrate with Golf Genius
Live Leaderboards	X	X	Use in cart scoring to have live leaderboards during events.
On Screen Advertising	X	X	Use full screen ads for Monday outings, outside advertising, and in house advetising for club events
Shot Distance	X	X	Players can track how far they hit their ball from point to point.
On Screen Scorecard	X	X	Live scorecard on the screen. Can not email or save your scorecard currently.
Two Way Live Messaging	X	X	Communicate with carts during the round. Players also have five "static" messages they can send to the CO.
Customizable Pro Tips	X	X	Triggers at every hole with the 3D flyover and the pro tips on the bottom third of the screen.
Customizable Pin Placements	X	X	Up to ten pins available to be preset by the CO.
Auto Rotating Pin Placemnets	X	X	Customized pins can rotate by chosing different days of the week to rotate.
Built In BlueTooth Speakers	X	X	Speakers can be activated from player's phone through the screen. No additional hardware required.
Auto Distances to Hazards	X	X	Yardage automatically populates on significant course hazards.
3D Flyovers	X	X	Best graphics in the market. 3D flyovers are triggered at each tee.
Disablity & Marshall Settings	X	X	Allows any car to bypass geofences. Can assign to any car in the fleet in about one minute.
Cart Path Only Geofencing	3/21	X	Cars will be shutdown if they veer off the Cart Path during wet conditions.
Yardage to Pin	X	X	
Interactive Touchscreen	X	X	
Cart Shutdown Geofencing	3/21	X	Ability to shutdown cars in a predetermined zone. Car will restart after a timeout to get back to a safe area.
Round/Amp Hours Reports	X	X	Run reports to see how many rounds you have played in a selected period of time.
Fleet Lockdown	3/21	X	Lockdown the entire fleet overnight for an extended period of time.

Pricing

YamaTrack 10.1" Screen
$75 per unit, per month; May - October
$4,200 monthly payment

Accepted by: CITY OF JACKSON - ELLA SHARP PARK GC

Option(s) Chosen

Sign _____ Print _____

Date _____ Title _____

By signing above you agree to the details, terms, and pricing of this Proposal. This proposal is valid for 15 days.

YAMAHA GOLF CARS PLUS

Your one stop shop for Yamaha Golf Cars

www.golfcarsplus.us

Service Contract

May 9, 2022

CITY OF JACKSON - ELLA SHARP PARK GC

161 W MICHIGAN AVE - JACKSON, MI 49201

Start Season	End Season	Units Covered
APRIL 2023	NOVEMBER 2027	(56) 2023 DR2AQT

Pricing
$150/UNIT PER SEASON - $8,400 ANNUAL PAYMENT

Golf Cars Plus Provisions & Responsibilities	
• Full Time Road Service Technicians • Scheduled and situational visits to your location • 20% discount on all parts • Free loaner units for any down unit exceeding a repair time of three business days • Year end safety inspection • Year end tune-up • Provide spare tire & wheel assemblies	• Repair all warranty issues • Repair all damages (review damage coverage below) • Repair/replace all normal wear parts (not including batteries) • Alignment & lubrication as needed • Maintain all fluid levels • Check/replace belts & cables • Tighten/inspect accessories

Customer Responsibilities	
• Fuel / charge and securely store all golf cars • Clean and wash golf cars • Maintain tire pressure between service visits • Change out flat and/or damaged tires/wheels	• Notify Golf Cars Plus of any golf car operational issues • Check brake performance daily, prior to use of golf cars • Maintain recommended water levels in batteries

Damage
Customer is financially responsible for all repairs required due to theft, vandalism, misuse, abuse, accident, acts of nature, or should the club fail to perform their responsibilities listed above. Golf Cars Plus will repair said damage or damages and will bill the club directly for the costs of parts and labor. Damage charges are above and beyond the cost of the Golf Cars Plus Service Contract.

Billing
Customer will be billed annually on or around April 1 of each season and have Net 60 terms. If payment is not received by Golf Cars Plus within 60 days of billing, the service contract will be terminated.

Notes

Accepted By: CITY OF JACKSON - ELLA SHARP PARK GC

Sign _____ Print _____

Date _____ Title _____

By signing above you agree to the details, terms, and pricing of this Proposal. This proposal is valid for 15 days.

YAMAHA GOLF CARS PLUS

Your one stop shop for Yamaha Golf Cars

www.golfcarsplus.us

Financing Proposal — May 9, 2022

CITY OF JACKSON - ELLA SHARP PARK GC

161 W MICHIGAN AVE - JACKSON, MI 49201

1	True Lease - Units returned to Golf Cars Plus at end of term.			Target Delivery:	NOVEMBER 2022
Trades: N/A		Payment Structure:	May - October	Target Pickup:	NOVEMBER 2027
# of Payments: 30		First Payment:	MAY 2023	Last Payment:	OCTOBER 2027
Monthly: $7,908.32	Per Unit: $141.22		Yearly: $47,449.92	Per Unit: $847.32	

Customer is responsible for insurance, property taxes, storage, and regular maintenance.

*** Prices and Payments do not include any applicable tax. Quoted payments may vary due to changing interest rates. Subject to credit approval. By signing above you agree to the details, terms, and pricing of this Proposal. This proposal is valid for 15 days. Due to global supply chain shortages, all delivery dates are estimates based upon availability. Golf Cars Plus will not provide any loaner equipment to customer based upon late delivery. Golf Cars Plus offers rental units, on a first come first serve basis, to customers at current published rental rates. Taxes and delivery fees will apply.***

Accepted by: CITY OF JACKSON - ELLA SHARP PARK GC

Option(s) Chosen

Sign _____ Print _____

Date _____ Title _____

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14th, 2022

SUBJECT: Approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment as per Ordinance No. 2020-15

Recommendation:

Approve conditional Phase One facility licenses for Wildwood Essence LLC. One Medical and One Adult Use Marihuana Class C Grower at 1623 Wildwood Ave, per Ordinance No. 2020-15 and revoke the previously approved conditional Phase One Class B Grower license. Authorize the City Manager to sign the Development Agreement and make minor modifications as necessary.

Based upon the due diligence on the part of City staff and the commitments on the part of the applicant, I recommend granting conditional phase one facility licenses to the above noted applicant. Your consideration and concurrence is appreciated.

Attachments: Attached is the memo from Shane LaPorte, Director Neighborhood and Economic Operations, along with the associated pre-qualification letter, select sheets from the approved site/facility plans, social equity plan.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: Council Meeting- June 14th, 2022

RECOMMENDATION: Approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment.

SUMMARY

On March 25th, 2021, Wildwood Essence LLC submitted an application for building and site plan review for a Class B Grower Facility to be located at 1623 Wildwood Ave, this was done in accordance with City Ordinance Section 16-516 License Application Process and Submissions. The applicant's site and building plans were reviewed by City Staff, all plans were found to be in accordance with building and site requirements. On October 12th, 2021 City Council approved a Class B Adult Use license to Wildwood Essence LLC. Prior to beginning construction of the Class B grower facility, City Council authorized additional Class C Medical and Adult Use Establishments. Wildwood Essence LLC then submitted applications for Class C Medical and Adult Use Marihuana Licenses. On June 2nd , 2022 The Marihuana License Committee met to review compliance with applicable ordinances that pertain to Phase 1 of the licensing process, it was determined that all criteria was met.

BUDGETARY CONSIDERATIONS

At present there are no budgetary considerations because the applicant has submitted the requisite application fee and escrow funds intended to cover the associated staff time. However, these fees are not intended to cover building permit costs, each of which will be assessed separately

HISTORY, BACKGROUND and DISCUSSION

Ordinance No. 2020-15 clearly outlines the process for consideration of a marihuana facilities, including the use types, quantities, and timeframe. City Council is presently only considering the facility application (phase one) which affords the applicant the ability to seek a building permit no sooner than 30 days after Council action. Approval would also permit the City Manager to sign the development agreement which ensures that the applicant completes the project as denoted on the plans and accompanied future operational commitments.. Building permits can be sought immediately thereafter. The subsequent review phase (entity) will not commence until a building permit is granted and will not end until up to twelve (12) months later or upon receipt of a Certificate of Occupancy.

POSITIONS

City Staff and the Marihuana Committee recommend the approval of conditional phase one facility licenses. One Medical and one Adult Use to Wildwood Essence LLC. And revoke the previous approved conditional phase one Class B grower license.

ATTACHMENTS:

GRETCHEN WHITMER
GOVERNOR

ORLENE HAWKS
DIRECTOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

VIA ELECTRONIC MAIL

Date: March 16, 2021

Addressee: Wildwood Essence LLC

Address: 1801 Wildwood Ave
Jackson, MI 49202

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency (Agency) considered your partial application for prequalification status and determined that you have prequalification status pursuant to the licensing provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) and associated rules. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements of the MRTMA and associated rules are completed. A state license for a marihuana establishment cannot be issued at this stage of the application process. During complete application review, the Agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

If you have not already done so, please submit a marijuana establishment license application (Step 2) for each state license for which you wish to apply. You may submit an application online through the Accela Citizen Access Portal on the Agency website at www.michigan.gov/mra or your application may be submitted by mail or in person as follows:

Mailing Address:
Marijuana Regulatory Agency
Licensing Division
Adult-Use
P.O. Box. 30205
Lansing, MI 48909

In Person:
Marijuana Regulatory Agency
Licensing Division
Adult-Use
2407 North Grand River
Lansing, MI 48906

Sincerely,

Licensing Division
Marijuana Regulatory Agency

Social Equity Plan of Wildwood Essence

Wildwood Essence (WE) is committed to hiring managers and staff who have been disproportionately disadvantaged by marijuana prohibition and enforcement, where appropriate and applicable. Wildwood Essence is committed to providing competitive wages and a safe working environment to disproportionately disadvantaged individuals but also residents of the City of Jackson.

The City of Jackson has been identified as a social equity communicate by the Marijuana Regulatory Agency. Wildwood Essence is committed to supporting the City of Jackson, its residents as a long-term employer and tax revenue stream to aid in the enhancement of the community.

Wildwood Essence will provide competitive wages, support natural and health filled education to its employees as well as provide regular donations that align with the mission of the company. WE will offer complete training programs and competitive wages, allowing our employees to learn useful skills and knowledge, and develop lucrative and rewarding careers. We will work with local government, businesses, and charitable groups to identify and give preference to those individuals. Wildwood Essence is guided by lifelong Jackson residents who have committed their lives to the enrichment of the community.

The managing members of Wildwood Essence will ensure that they assist, provide support, and find ways to enrichment the City of Jackson. They are fully committed to working with local officials on education regarding the marijuana industry. They will uphold an open-door policy for City Officials, and welcome those that are interested in the marijuana industry to learn what the product can truly provide to its consumers.

WILDWOOD ESSENCE

CITY OF JACKSON, JACKSON COUNTY

OWNER/APPLICANT:	ENGINEER/SURVEYOR:
WILDWOOD ESSENCE 1801 WILDWOOD AVE. JACKSON, MI 49202 PH: (517) 990-4915	KEBS, Inc. 2116 HASLETT RD. HASLETT, MI. 48840 PH: (517) 339-1014

SITE DATA

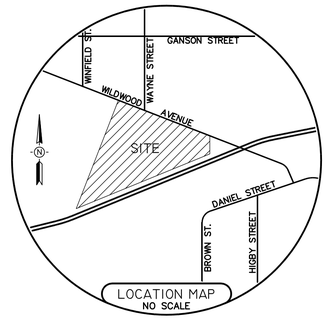
TOTAL SITE AREA = 230,301 SF = 5.29 ACRES
ZONED I-2 (GENERAL COMMERCIAL)

BUILDING SETBACKS
FRONT – 40 FEET
SIDES – 10 FEET
REAR – 30 FEET

BUILDING/UNIT DATA
EXISTING BUILDINGS: ±67,324 SF
±7,771 SF

PARKING
EMPLOYEES: 15 @ SINGLE SHIFT = 15 REQUIRED
TOTAL PROVIDED = 29 SPACES

UTILITIES
WATER:
EXISTING CITY WATER MAIN
SANITARY:
EXISTING CITY SANITARY
STORM:
EXISTING CITY STORM SEWER



SCALE 1" = 40'

0' 40' 80' 120'

SEWER INVENTORIES

CATCH BASIN #1
INLET – 993.45
SUMP 991.01
NO INLET OR OUTLET PIPES VISIBLE

CATCH BASIN #2
INLET – 991.61
SUMP 989.78
NO INLET OR OUTLET PIPES VISIBLE

CATCH BASIN #3
INLET – 986.88
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BENCHMARKS

BM#1
RR SPIKE NORTH SIDE UTILITY POLE
ELEVATION = 990.40 (NAVD88)

LEGEND

PROPOSED WATER MAIN	
PROPOSED SANITARY SEWER	
PROPOSED STORM SEWER	
PROPOSED HYDRANT	
PROPOSED GATE VALVE	
PROPOSED SAN. M.H.	
PROPOSED STORM M.H.	
PROPOSED C.B.	
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F-F 800.00	PROPOSED FIRST FLOOR ELEV.
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▲T/P 800.00	PROPOSED TOP OF PAVT ELEV.
▲T/W 800.00	PROPOSED TOP OF WALK ELEV.
	DENOTES S.E.S.C. KEYING SYSTEM

LEGEND (EXISTING)

= SET 1/2" BAR WITH CAP	= SANITARY MANHOLE
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= DEED LINE	= ELECTRIC MANHOLE
= DISTANCE NOT TO SCALE	= TELEPHONE MANHOLE
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= UNDERGROUND ELECTRIC	= POST
= OVERHEAD WIRES	
= DECIDUOUS TREE	

TREE LEGEND:
A = APPLE

SHEET INDEX

1. SITE & UTILITY PLAN
2. EXISTING CONDITIONS PLAN
3. DEMOLITION PLAN
4. LANDSCAPE PLAN
5. GRADING AND SESC PLAN
6. DETAILS

[0] DENOTES PROPOSED NUMBER OF 9' x 25' PARKING SPACES
(0) DENOTES PROPOSED NUMBER OF 9' x 20' PARKING SPACES

SURVEY#97637

STATE OF MICHIGAN
GREGORY A. PETRU
ENGINEER NO. 50958
LICENSED PROFESSIONAL ENGINEER
8-26-21

REVISIONS
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2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047
Marshall Office
Ph. 269-781-9800

WILDWOOD ESSENCE
SITE & UTILITY PLAN

SCALE: 1"= 40'	DESIGNER: GAP	APPROVED BY: GAP
DATE: 2-17-21	PROJECT MGR. GAP	SHEET 1 OF 6
AUTHORIZED BY: ANITA QUILLEN		JOB #: E-97637

EXISTING CONDITIONS PLAN

WILDWOOD ESSENCE
1603 & 1623 WILDWOOD AVENUE
JACKSON, MI 49202

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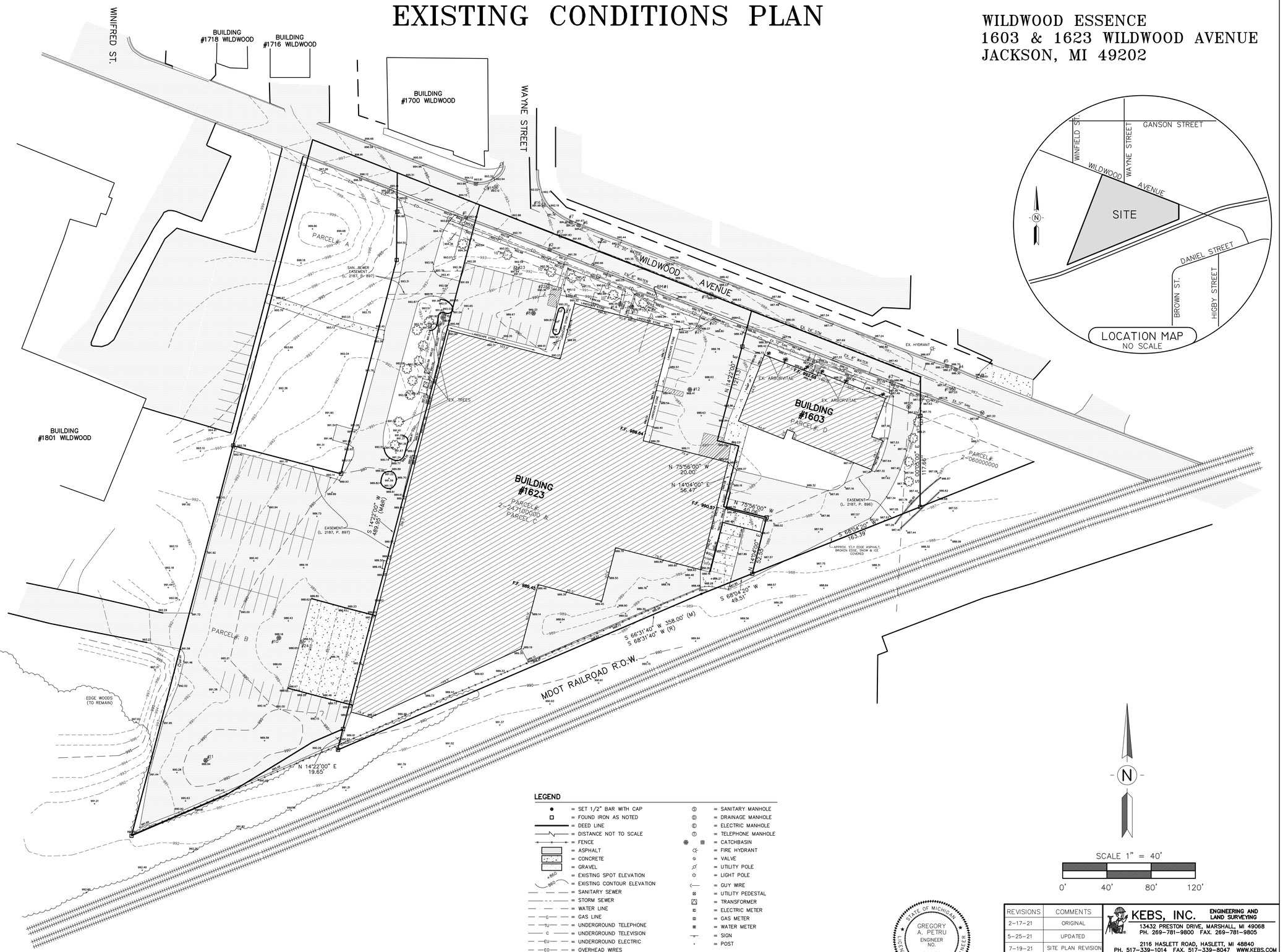

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STATE OF MICHIGAN
GREGORY A. PETRU
ENGINEER NO. 50958
LICENSED PROFESSIONAL ENGINEER

REVISIONS	COMMENTS
2-17-21	ORIGINAL
5-25-21	UPDATED
7-19-21	SITE PLAN REVISION
8-26-21	SITE PLAN REVISION

KEBS, INC. ENGINEERING AND LAND SURVEYING
13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047 WWW.KEBS.COM

DRAWN BY BEB	SECTION 33, T2S, R1W
FIELD WORK BY MJG	JOB NUMBER: 97637
SHEET 2 OF 6	

WILDWOOD ESSENCE

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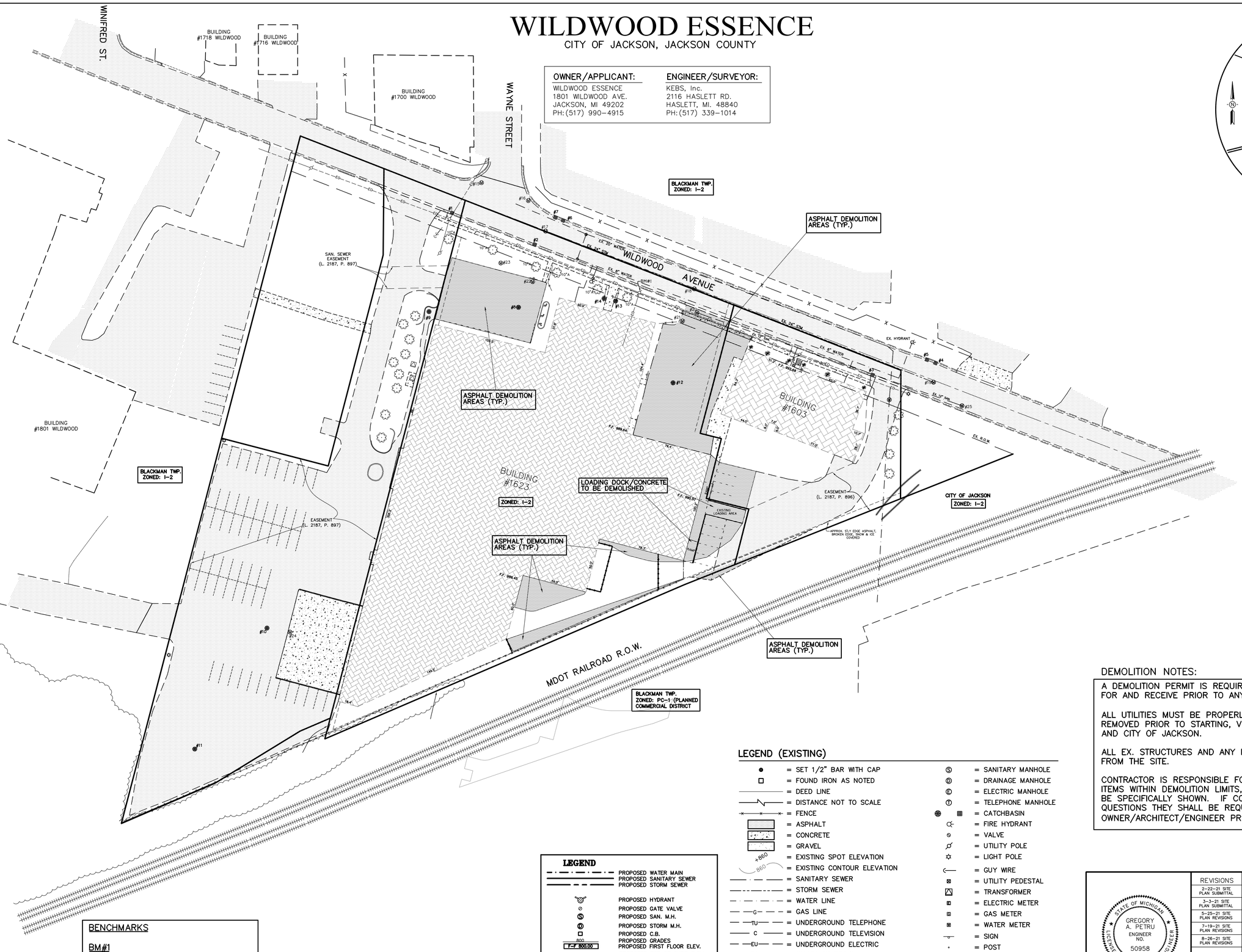

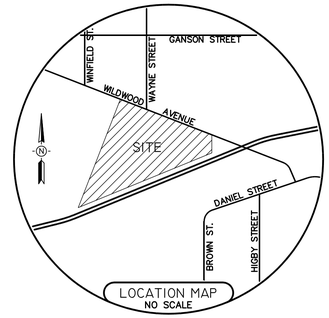

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	PROPOSED STORM SEWER
	PROPOSED HYDRANT
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S	PROPOSED SAN. M.H.
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	= POST

TREE LEGEND:
A = APPLE

DEMOLITION NOTES:

A DEMOLITION PERMIT IS REQUIRED, CONTRACTOR SHALL APPLY FOR AND RECEIVE PRIOR TO ANY DEMOLITION.

ALL UTILITIES MUST BE PROPERLY SHUT OFF/CAPPED AND/OR REMOVED PRIOR TO STARTING, VERIFY WITH UTILITY COMPANIES AND CITY OF JACKSON.

ALL EX. STRUCTURES AND ANY FOUNDATIONS SHALL BE REMOVED FROM THE SITE.

CONTRACTOR IS RESPONSIBLE FOR COMPLETE DEMOLITION OF ALL ITEMS WITHIN DEMOLITION LIMITS, INCLUDING ITEMS THAT MAY NOT BE SPECIFICALLY SHOWN. IF CONTRACTOR HAS ANY DEMOLITION QUESTIONS THEY SHALL BE REQUESTED TO OWNER/ARCHITECT/ENGINEER PRIOR TO STARTING WORK.

SURVEY#97637

STATE OF MICHIGAN
GREGORY A. PETRU
ENGINEER NO. 50958
LICENSED PROFESSIONAL ENGINEER

REVISIONS
2-22-21 SITE PLAN SUBMITTAL
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WILDWOOD ESSENCE
DEMOLITION PLAN

SCALE: 1"= 40'	DESIGNER: GAP	APPROVED BY: GAP
DATE: 2-17-21	PROJECT MGR. GAP	SHEET 3 OF 6
AUTHORIZED BY: ANITA QUILLEN		JOB #: E-97637

WILDWOOD ESSENCE

CITY OF JACKSON, JACKSON COUNTY

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WILDWOOD ESSENCE 1801 WILDWOOD AVE. JACKSON, MI 49202 PH: (517) 990-4915	KEBS, Inc. 2116 HASLETT RD. HASLETT, MI. 48840 PH: (517) 339-1014

PLANT LIST

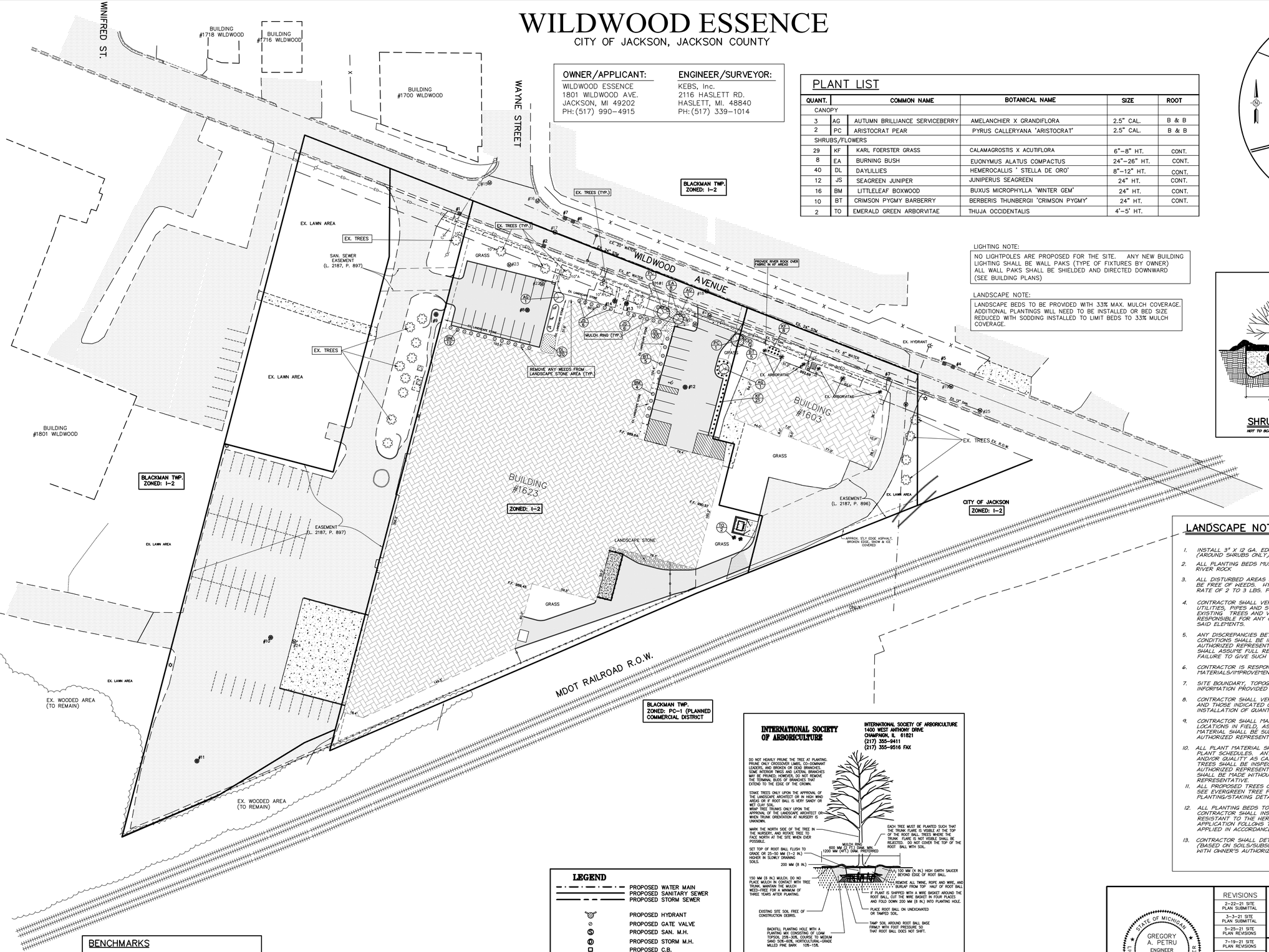
QUANT.		COMMON NAME	BOTANICAL NAME	SIZE	ROOT
CANOPY					
3	AG	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER X GRANDIFLORA	2.5" CAL.	B & B
2	PC	ARISTOCRAT PEAR	PYRUS CALLERYANA 'ARISTOCRAT'	2.5" CAL.	B & B
SHRUBS/FLOWERS					
29	KF	KARL FOERSTER GRASS	CALAMAGROSTIS X ACUTIFLORA	6"-8" HT.	CONT.
8	EA	BURNING BUSH	EUONYMUS ALATUS COMPACTUS	24"-26" HT.	CONT.
40	DL	DAYLILLIES	HEMEROCALLIS ' STELLA DE ORO'	8"-12" HT.	CONT.
12	JS	SEAGREEN JUNIPER	JUNIPERUS SEAGREEN	24" HT.	CONT.
16	BM	LITTLELEAF BOXWOOD	BUXUS MICROPHYLLA 'WINTER GEM'	24" HT.	CONT.
10	BT	CRIMSON PYGMY BARBERRY	BERBERIS THUNBERGII 'CRIMSON PYGMY'	24" HT.	CONT.
2	TO	EMERALD GREEN ARBORVITAE	THUJA OCCIDENTALIS	4'-5' HT.	

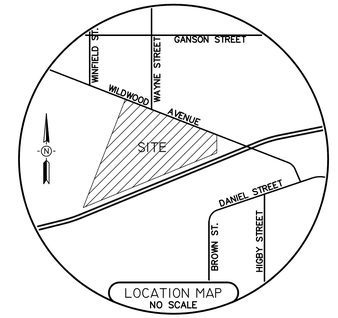
LIGHTING NOTE:

NO LIGHTPOLES ARE PROPOSED FOR THE SITE. ANY NEW BUILDING LIGHTING SHALL BE WALL PAKS (TYPE OF FIXTURES BY OWNER) ALL WALL PAKS SHALL BE SHIELDED AND DIRECTED DOWNWARD (SEE BUILDING PLANS)

LANDSCAPE NOTE:

LANDSCAPE BEDS TO BE PROVIDED WITH 33% MAX. MULCH COVERAGE. ADDITIONAL PLANTINGS WILL NEED TO BE INSTALLED OR BED SIZE REDUCED WITH SODDING INSTALLED TO LIMIT BEDS TO 33% MULCH COVERAGE.





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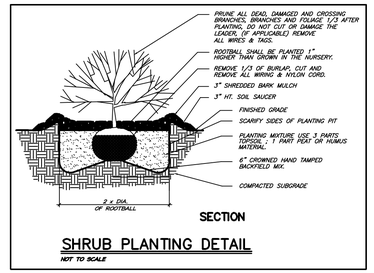


SHRUB PLANTING DETAIL

NOT TO SCALE

LANDSCAPE NOTES

1. INSTALL 3" X 12 GA. EDGING TO SEPARATE LAWN FROM PLANTING BED. (AROUND SHRUBS ONLY)
2. ALL PLANTING BEDS MUST HAVE WEED BARRIER AND BE COMPLETELY MULCHED RIVER ROCK
3. ALL DISTURBED AREAS SHALL RECEIVE MIN. 4" OF SCREENED TOPSOIL AND BE FREE OF WEEDS. HYDROSEEDING IS RECOMMENDED, APPLY AT A RATE OF 2 TO 3 LBS. PER 1,000 SQUARE FOOT, OR AS RECOMMENDED BY SEED
4. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES, AS WELL AS THE LOCATION OF EXISTING TREES AND VEGETATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE/REMOVAL OF SAID ELEMENTS.
5. ANY DISCREPANCIES BETWEEN PLANS, NOTES, DETAILS AND EXISTING CONDITIONS SHALL BE IMMEDIATELY REPORTED TO THE OWNER'S AUTHORIZED REPRESENTATIVE FOR REVIEW AND DECISION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
6. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING MATERIALS/IMPROVEMENTS, DAMAGED DURING CONSTRUCTION.
7. SITE BOUNDARY, TOPOGRAPHY, UTILITIES AND OTHER BASE INFORMATION PROVIDED BY OTHERS.
8. CONTRACTOR SHALL VERIFY QUANTITIES SHOWN ON PLANT SCHEDULES AND THOSE INDICATED ON PLANS. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF QUANTITIES DRAWN.
9. CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO PLANT MATERIAL LOCATIONS IN FIELD, AS NECESSARY. THE LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
10. ALL PLANT MATERIAL SHALL BE OF THE SIZES CALLED FOR IN THE PLANT SCHEDULES. ANY PLANT MATERIAL NOT MEETING THE SIZED AND/OR QUALITY AS CALLED FOR SHALL BE REMOVED FROM SITE. ALL TREES SHALL BE INSPECTED AND APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITHOUT APPROVAL FROM THE OWNER'S AUTHORIZED REPRESENTATIVE.
11. ALL PROPOSED TREES OVER 2" CAL. SHALL BY GUYED/STAKED SECURE, SEE EVERGREEN TREE PLANTING/GUYING DETAIL, OR DECIDUOUS TREES PLANTING/STAKING DETAIL WHERE APPLICABLE.
12. ALL PLANTING BEDS TO BE TREATED WITH PRE-EMERGENT HERBICIDE. CONTRACTOR SHALL INSURE THAT PROPOSED PLANT MATERIAL IS RESISTANT TO THE HERBICIDE PROPERTIES AND THAT HERBICIDE APPLICATION FOLLOWS THE MANUFACTURER'S SPECIFICATIONS AND IS APPLIED IN ACCORDANCE WITH SOUND HORTICULTURAL PRACTICES.
13. CONTRACTOR SHALL DETERMINE APPROPRIATE PLANTING BACKFILL MIXES (BASED ON SOILS/SUBSURFACE CONDITIONS,) AND REVIEW ALTERNATIVES WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.

BENCHMARKS

BM#1
RR SPIKE NORTH SIDE UTILITY POLE
ELEVATION = 990.40 (NAVD88)

LEGEND

	PROPOSED WATER MAIN
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED HYDRANT
	PROPOSED GATE VALVE
S	PROPOSED SAN. M.H.
D	PROPOSED STORM M.H.
	PROPOSED C.B.
800	PROPOSED GRADES
F.F. 800.00	PROPOSED FIRST FLOOR ELEV.
▲T/C 800.00	PROPOSED TOP OF CURB ELEV.
▲T/G 800.00	PROPOSED TOP OF GROUND ELEV.
▲T/P 800.00	PROPOSED TOP OF PAVT ELEV.
▲T/W 800.00	PROPOSED TOP OF WALK ELEV.
	DENOTES S.E.S.C. KEYING SYSTEM

TREE PLANTING DETAIL - B&B TREES IN ALL SOIL TYPES

NOTE: THIS DETAIL ASSUMES THAT THE PLANTING SPACE IS LARGER THAN 2400 MM (8 FT.) SQUARE, OPEN TO THE SKY, AND NOT COVERED BY ANY PAVING OR GRATING.

SURVEY#97637

STATE OF MICHIGAN
GREGORY A. PETRU
ENGINEER NO. 50958
LICENSED PROFESSIONAL ENGINEER

REVISIONS
2-22-21 SITE PLAN SUBMITTAL
3-3-21 SITE PLAN SUBMITTAL
5-25-21 SITE PLAN REVISIONS
7-19-21 SITE PLAN REVISIONS
8-26-21 SITE PLAN REVISIONS

KEBS, INC.
KYES ENGINEERING
BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047
Marshall Office
Ph. 269-781-9800

WILDWOOD ESSENCE
LANDSCAPE PLAN

SCALE: 1"= 40'	DESIGNER: GAP	APPROVED BY: GAP
DATE: 2-17-21	PROJECT MGR. GAP	SHEET 4 OF 6
AUTHORIZED BY: ANITA QUILLEN		JOB #: E-97637

WILDWOOD ESSENCE

CITY OF JACKSON, JACKSON COUNTY

OWNER/APPLICANT:	ENGINEER/SURVEYOR:
WILDWOOD ESSENCE 1801 WILDWOOD AVE. JACKSON, MI 49202 PH: (517) 990-4915	KEBS, Inc. 2116 HASLETT RD. HASLETT, MI. 48840 PH: (517) 339-1014

STREET SWEEPING NOTES:
WILDWOOD AVE. SHALL BE KEPT CLEAN AND FREE OF TRACKED SEDIMENT. A STREET SWEEPER OR A BOBCAT WITH A BROOM ATTACHMENT SHOULD BE KEPT ON SITE TO DEAL WITH ANY OFF-SITE TRACKING AS IT OCCURS.

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

S-E-S-C KEYING SYSTEM

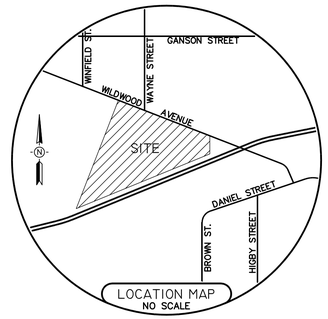
KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading attained).
S51	SILT FENCE		Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.
S53	STABILIZED CONSTRUCTION ACCESS		Used at every point where construction traffic enters or leaves a construction site.
S58	INLET PROTECTION FABRIC DROP		Use at stormwater inlets, especially at construction sites.

TOTAL ACRES = 0.60 ACRES

AREA DISTURBED = 0.75 ACRES

SILT FENCE (TYP.)

LIMITS OF EARTH DISTURBANCE (TYP.)



SCALE 1" = 40'

0' 40' 80' 120'

CONSTRUCTION SCHEDULE & SEQUENCING:	2021 JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	2022 JANUARY	FEBRUARY	MARCH	APRIL	MAY
PLACE AND MAINTAIN TEMPORARY EROSION CONTROLS												
DEMOLITION AND SITE PREP												
ON-SITE UTILITIES CONSTRUCTION												
SITE GRADING & EARTHWORK												
BUILDING AND PARKING CONSTRUCTION												
TOPSOIL SPREADING												
PERMANENT SEEDING												
FINAL INSPECTIONS & REMOVE TEMPORARY EROSION CONTROLS												

SOIL TYPE:
57A -URBAN LAND
BARRY-BRADY COMPLEX,
0-3% SLOPES

NOTE: STORM WATER RUNOFF FROM THIS SITE WILL NOT ADVERSELY AFFECT ADJACENT PROPERTIES.

NOTE: ANY STOCKPILING OF SOIL SHALL BE SURROUNDED BY SILT FENCE. SEEDED IF LEFT OVER 30 DAYS.

SOIL EROSION CONTROL NOTES:

1. ALL SOIL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF JACKSON REQUIREMENTS AND PROJECT SPECIFICATIONS.
2. ANY EROSION OR SEDIMENT FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT BE ALLOWED TO COLLECT ON ANY OFF-SITE AREAS, OR IN WATERWAYS; WATERWAYS INCLUDE BOTH NATURAL AND MANMADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
3. CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED AND AS DIRECTED ON THESE PLANS. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR AT COMMENCEMENT OF CONSTRUCTION ACTIVITY. HE SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES AND OTHER EARTH CHANGES HAVE BEEN ESTABLISHED.
4. A MINIMUM 75' BY 20' WIDE, 8" DEEP CLEAN STONE EXIT SHALL BE PROVIDED AT ALL CONSTRUCTION ENTRANCES. SHOULD THE STONE BECOME LESS EFFICIENT IT SHALL BE REPLACED. ALL CONSTRUCTION TRAFFIC WILL USE THE CLEAN STONE EXITS. (USE EX. ASPHALT FOR THIS SITE)
5. DUST CONTROL WILL BE EXERCISED AT ALL TIMES WITHIN THE PROJECT BY THE CONTRACTORS. SPRINKLING TANK TRUCKS SHALL BE AVAILABLE AT ALL TIMES TO BE USED ON HAUL ROUTES OR OTHER PLACES WHERE DUST BECOMES A PROBLEM.
6. SEDIMENT @ C.B.'s SHALL BE REMOVED AFTER EVERY STORM. SEEDING OF EXPOSED AREAS SHALL BE COMPLETED WITHIN 5 DAYS OF FINAL GRADING.
7. ALL DISTURBED AREAS WILL RECEIVE PERMANENT EROSION CONTROL WITHIN 5 DAYS OF FINAL GRADING. AREAS NOT STABILIZED SHALL BE DIVERTED TOWARD RETENTION/SEDIMENT BASINS.
8. ANY CONSTRUCTION ACCESS ROAD WILL BE PROTECTED WITH CRUSHED STONE OR CRUSHED CONCRETE, AGGREGATE SIZE 1"-2".
9. WEATHER AND UNFORESEEN DELAYS MAY RESULT IN EXTENSION OF CONSTRUCTION SCHEDULE.
10. SITE DEVELOPMENT CONTRACTOR SHALL INSPECT SOIL EROSION CONTROL MEASURES ON A DAILY BASIS, MORE OFTEN IF NECESSARY. ANY NEEDED REPAIRS SHALL BE PROMPTLY MADE.
11. SITE DEVELOPMENT CONTRACTOR SHALL MEET WITH SOIL EROSION ENFORCEMENT OFFICER PRIOR TO START OF WORK.
12. ALL DISTURBANCE SHALL BE KEPT AT LEAST 25' FROM WATER FEATURES LEAVING AN UNDISTURBED VEGETATION BUFFER, UNLESS ADDITIONAL SESC MEASURES ARE PROPOSED AND APPROVED BY I.C.D.C.
13. EACH DISTURBANCE ADJACENT TO WETLANDS, INLAND STREAMS & LAKES, OR ADJACENT TO SLOPES GREATER THAN 8% SHALL BE TOPSOILED, SEEDED, AND EROSION CONTROL MATTING APPROPRIATE FOR THE SLOPE CONDITIONS INSTALLED, WITHIN 3 DAYS OF FINAL GRADING OR FINAL ACTIVITY OF THOSE AREAS.
14. STOCK PILE AREAS SHALL BE LOCATED GREATER THAN 25' FROM WETLANDS & INLAND STREAMS & LAKES, AND AT LEAST 25' FROM PROPERTY LINES.

SEQUENCE OF CONSTRUCTION

1. INSTALL ALL TEMPORARY SILT FENCE PER PLAN AND AS SHOWN ON DETAIL.
2. CONSTRUCT THE TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT PER DETAIL THIS SHEET AS SHOWN, OR USE EX. ENTRANCE
3. INSTALL INLET PROTECTION FABRIC DROPS BETWEEN THE FRAME AND COVER OF ALL EXISTING YARD BASINS OR INLETS WHICH MAY BE SUSCEPTIBLE TO SEDIMENT EROSION FROM THE PROPOSED CONSTRUCTION AS SHOWN IN THESE PLANS.
4. WHILE MAINTAINING A VEGETATIVE BUFFER WHENEVER POSSIBLE STRIP AND STOCKPILE TOPSOIL ABOVE AREAS OF PROPOSED EXCAVATION OR GRADING FOR LATER USE ON SITE PLACE STOCKPILED TOPSOIL IN AREAS WHICH ARE NEITHER SUBJECT TO HIGH RUNOFF NOR ALONG STEEP SLOPES SEED AND MULCH STOCKPILES IMMEDIATELY TO PREVENT WIND BLOWN SEDIMENT POLLUTION AND EXCESSIVE DUST.
5. EXCAVATE FOR PROPOSED ROAD AND UTILITY CONSTRUCTION AS NECESSARY. DO NOT EXPOSE AREAS FAR IN ADVANCE OF THE PROPOSED CONSTRUCTION FOR THAT AREA. ROUGHEN AND SCARIFY EXPOSED SURFACES TO REDUCE RUNOFF VELOCITY AND SEDIMENTATION. MAINTAIN VEGETATION WHENEVER POSSIBLE TO PROVIDE A NATURAL BUFFER.
6. AFTER COMPLETION OF THE PROPOSED UTILITIES, INSTALL INLET PROTECTION FABRIC DROPS IN, IN ALL INLETS. PLACE INLET PROTECTION FENCE AROUND ALL INLETS.
7. INSTALL TEMPORARY STONE FILTER BERMS PERPENDICULAR TO EXPOSED STEEP SLOPES AS NECESSARY ALONG THE PROPOSED STREETS TO REDUCE RUNOFF VELOCITY AND SEDIMENTATION.
8. TOPSOIL, SEED, FERTILIZE AND MULCH ALL EXPOSED AREAS AS SOON AS FEASIBLE TO PROTECT AND RESTORE PERMANENT VEGETATION.
9. WATER EXPOSED GROUND REGULARLY TO CONTROL AIRBORNE PARTICULATE MATTER.
10. THE SOIL EROSION PERMITTEE IS RESPONSIBLE FOR ENSURING THAT ALL PERMANENT AND TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS ARE INSTALLED CORRECTLY AND MAINTAINED UNTIL PERMANENT VEGETATION IS REESTABLISHED IN ALL EXPOSED AREAS.
11. THE SITE WILL BE PERIODICALLY INSPECTED BY THE CITY OF JACKSON. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE RULES AND REGULATIONS OF THAT OFFICE
12. UPON FINAL APPROVED INSPECTION OF THE COMPLETED CONSTRUCTION BY ALL REVIEWING AGENCIES, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.

LEGEND

- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED HYDRANT
- PROPOSED GATE VALVE
- PROPOSED SAN. M.H.
- PROPOSED STORM M.H.
- PROPOSED C.B.
- 800 PROPOSED GRADES
- F-F 800.00 PROPOSED FIRST FLOOR ELEV.
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- ▲T/W 800.00 PROPOSED TOP OF WALK ELEV.
- (E8) DENOTES S.E.S.C. KEYING SYSTEM

BENCHMARKS

BM#1
RR SPIKE NORTH SIDE UTILITY POLE
ELEVATION = 990.40 (NAVD88)

SURVEY#97637

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WILDWOOD ESSENCE
GRADING AND SESC PLAN

SCALE: 1"= 40'	DESIGNER: GAP	APPROVED BY: GAP
DATE: 2-17-21	PROJECT MGR. GAP	SHEET 5 OF 6
AUTHORIZED BY: ANITA QUILLEN		JOB #: E-97637

E8 PERMANENT SEEDING SPECIFICATIONS

When
- To finalize stabilization of temporary seeding areas or when an area needs permanent stabilization following completion of construction. Also used when vegetative establishment can correct existing soil erosion or sedimentation problem.
- Within 5 days of final grade.

Why
- To stabilize soil and prevent or reduce soil erosion/sedimentation problems from developing.

Where
- Used on construction and earth change sites which require permanent vegetative stabilization.

How
1. Review SESC plan and construction phasing to identify areas in need of permanent vegetative stabilization.
2. Select perennial grass and ground cover for permanent cover.
3. Seed mixes vary. However, they should contain native species.
4. Seed mixes should be selected through consultation with a certified seed provider and with consideration of soil type, light, moisture, use applications, and native species content.
5. Soil tests should be performed to determine the nutrient and pH levels in the soil. The pH may need to be adjusted to between 6.5 and 7.0.
6. Prepare a 3–5" deep seedbed, with the top 3–4" consisting of topsoil.
7. Slopes steeper than 1:3 should be roughened.
8. Apply seed as soon as possible after seedbed preparation. Seed may be broadcast by hand, hydroseeding, or by using mechanical drills.
9. Mulch immediately after seeding.
10. Dormant seed mixes are for use after the growing season, using seed which lies dormant in the winter and begins growing as soon as site conditions become favorable.

STANDARD SYMBOL

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

E8 PERMANENT SEEDING SPECIFICATIONS (cont.)

How (cont.)
11. Protect seeded areas from pedestrian or vehicular traffic.
12. Divert concentrated flows away from the seeded area until vegetation is established.

Maintenance
- Inspect weekly and within 24 hours following each rain event in the first few months following installation to be sure seed has germinated and permanent vegetative cover is being established.
- Add supplemental seed as necessary.

Limitations
- Seeds need adequate time to establish.
- May not be appropriate in areas with frequent traffic.
- Seeded areas may require irrigation during dry periods.
- Seeding success is site specific, consider mulching or sodding when necessary.

PERMANENT SEEDING SPECIFICATION
SEED ALL DISTRUBED AREAS WITH THE FOLLOWING SEED MIXTURE OR APPROVED EQUAL
MICHIGAN GREEN – 15% BLUEGRASS, 40% FESCUE, 45% RYEGRASS
APPLY AT A RATE OF 5 LBS./1000 SF

–APPLY SILT STOP OR APPROVED TACKIFIER TO SEED MIX.

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

E8 PERMANENT SEEDING

Planting Zones:	Lower Peninsula (South of T20N) Zone 1	Lower Peninsula (North of T20N) Zone 2	Upper Peninsula Zone 3
Seeding Window Permanent Seeding	4/15 – 10/10	5/1 – 10/1	5/1 – 9/20
Seeding Window Dormant Seeding*	11/15 – Freeze	11/01 – Freeze	11/01 – Freeze

Source: Adapted from MDOT Interim 2003 Standard Specifications for Construction

	Zone 1 Lower Peninsula (South of U.S. 10)	Zone 2 Lower Peninsula (North of U.S. 10)	Zone 3 Upper Peninsula
Seeding Dates (with Irrigation or Mulch)	4/1 – 8/1	5/1 – 9/20	5/1 – 9/10
Seeding Dates (w/o Irrigation or Mulch)	4/1 – 5/20 or 8/10 – 10/1	5/1 – 6/10 or 8/1 – 9/20	5/1 – 6/15 or 8/1 – 9/20
Dormant Seeding Dates*	11/1 – Freeze	10/25 – Freeze	10/25 – Freeze

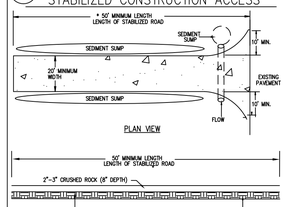
Source: Adapted from USDA NRCS Technical Guide §342 (1999)

* Dormant seeding is for use in the late fall after the soil temperature remains consistently below 50°F, prior to the ground freezing. This practice is appropriate if construction on a site is completed in the fall but the seed was not planted prior to recommended seeding dates. No seed germination will take place until spring. A cool season annual grass may be added in an attempt to have some fall growth.

- Mulch must be used with dormant seed.
- Do not seed when the ground is frozen or snow covered.
- Do not use a dormant seed mix on grassed waterways.

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

S53 STABILIZED CONSTRUCTION ACCESS



NOTES:
1. Establish stabilized construction entrance prior to the initiation of site construction activities.
2. Care should be taken to prevent material movement into adjacent wetlands/waterbodies.
3. Care should be taken to maintain existing roadside drainage via culvert installation, with sediment sump placed downflow of culvert.

STANDARD SYMBOL

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS (S53)

Maintenance (cont.)
- Sediment deposited on public rights–of–way shall be removed immediately and returned to the construction site.
- If soils are such that washing of tires is required, it shall be done in a wash rack area, stabilized with stone, immediately prior to the construction access stabilized corridor.
- At the project completion, rock access road should be removed and disposed of unless utilized as subgrade for final road.

Limitations
- Effectiveness limited, sediment may be tracked onto roads requiring additional action.

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS (S53)

When
- Construction traffic is expected to leave a construction site.
- Stabilization of interior construction roads is desired.

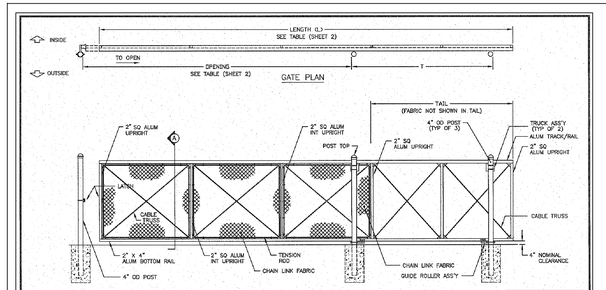
Why
- To minimize tracking of sediment onto public roadways and to minimize disturbance of vegetation.

Where
- Stabilized construction entrances shall be located at every point where construction traffic enters or leaves a construction site. Vehicles leaving the site must be routed over the rock ingress/egress corridor.

How
1. Stabilized construction access road should be established at the onset of the construction activities and maintained in place for the duration of the construction project.
2. Installation of this practice should be the responsibility of the site clearing or excavating contractor.
3. Access location should be cleared of woody vegetation.
4. Non–woven geotextile fabric shall be placed over the existing ground prior to placing stone.
5. Access size should be a minimum of 50'. (30' for single residence lot).
6. Access width should be 12' minimum, flared at the existing road to provide a turning radius.
7. Crushed aggregate (2" to 3"), or reclaimed or recycled concrete equivalent, shall be placed at least 8" deep over the length and width of the ingress/egress corridor.

Maintenance
- Periodic inspection and needed maintainence shall be provided after each rain event.
- Stabilized entrances shall be repaired and rock added as necessary.

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET



GATE ELEVATION – (3) BAYS SHOWN
SEE SHEET #2 FOR SECTIONS & DETAILS

NOTES:
1. FOOTING WIDTH TO BE (4)X POST WIDTH. MIN DEPTH TO BE 36".
2. GATES MAY BE MANUALLY OR ELECTRICALLY OPERATED.

NOM HEIGHT (H)
6'–0"
7'–0"
8'–0"
10'–0"
12'–0"
OPENING
8'–0" THROUGH 30'–0"

MASTER HALCO — A Subsidiary of Stanley Subsidiaries

SurTrac™ CANTILEVERED GATES
BY MASTER HALCO, INC. IRVING, TX
PHONE 800–729–0580
WWW.MASTERHALCO.COM

SurTrac™ ALUMINUM CANTILEVERED SLIDE GATE
ROUND POSTS, W/O BARBED WIRE

DWG: MH – STS – 1.0
BY: TPA
DATE: 08 – 19 – 11

(USE 6' HIGH FENCE)

S51 SILT FENCE SPECIFICATIONS

When
- A temporary measure for preventing sediment movement.

Why
- Used to prevent sediment suspended in runoff from leaving an earth change area.

Where
- Use adjacent to critical areas, wetlands, base of slopes, and watercourses.

How
1. Install parallel to a contour.
2. The silt fence should be made of woven geotextile fabric.
3. Silt fence should accomodate no more than 1/2 to 1 acre of drainage per 100' of fence and on slopes less than 1:2 (<h).
4. Dig a 6" trench along the area where the fence is to be installed.
5. Place 6" of the silt fence bottom flap into the trench.
6. Backfill the trench with soil and compact the soil on both sides. Create a small ridge on the up–slope side of the fence.
7. Install wooden stakes 6 – 10' apart and drive into the ground a minimum of 12".
8. Staple the geotextile fabric to the wooden stakes.
9. Join sections of silt fence by wrapping ends together (See drawing).

Maintenance
- Inspect frequently and immediately after each storm event. Check several times during prolonged storm events. If necessary, repair immediately.
- If the sediment has reached 1/3 the height of the fence, the soil should be removed and disposed of in a stable upland site.
- The fence should be re–installed if water is seeping underneath it or if the fence has become ineffective.
- Silt fence should be removed once vegetation is established and up–slope area has stabilized.

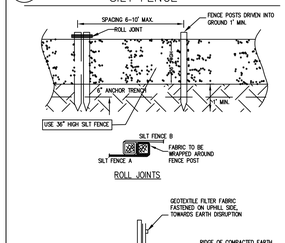
MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

S51 SILT FENCE SPECIFICATIONS

Limitations
- Silt fence may cause temporary ponding and could fail if too much water flows through the area.
- Do not use in areas with concentrated flows.
- Chance of failure increases if fence is installed incorrectly or if sediment accumulation is not removed.

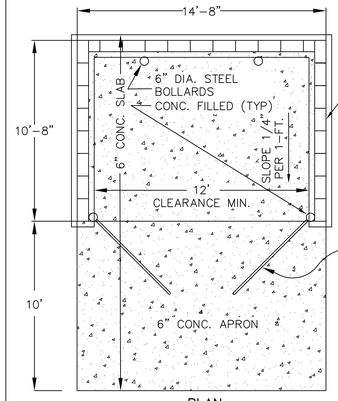
MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

S51 SILT FENCE



STANDARD SYMBOL

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET



NOTE:
gates must swing completely open and have 8" min. ground clearance w/mechanism to keep gates open.

height 8 yd. container – 7' min.
height 4 Or 6 yd. container – 6' min.

45' min. straight away approach

SOLID WASTE STATION
NO SCALE

OPENING	LENGTH (L)	TAIL POSTS (T)
I/S POST FACE TO I/S POST FACE	O/S DIM OF GATE LEAF	O/S POST FACE TO O/S POST FACE
6'–0"	10'–6"	4'–0"
7'–0"	11'–6"	4'–0"
8'–0"	12'–6"	4'–0"
9'–0"	13'–6"	4'–0"
10'–0"	14'–6"	4'–0"
11'–0"	15'–0"	4'–6"
12'–0"	17'–6"	5'–0"
13'–0"	19'–0"	5'–6"
14'–0"	20'–6"	6'–0"
15'–0"	21'–6"	6'–0"
16'–0"	23'–0"	6'–6"
17'–0"	24'–6"	7'–0"
18'–0"	25'–6"	7'–6"
19'–0"	27'–6"	8'–0"
20'–0"	28'–6"	8'–0"
21'–0"	30'–0"	8'–6"
22'–0"	31'–6"	9'–0"
23'–0"	33'–0"	9'–6"
24'–0"	34'–6"	10'–0"
25'–0"	35'–6"	10'–0"
26'–0"	37'–6"	10'–6"
27'–0"	38'–6"	11'–0"
28'–0"	40'–0"	11'–6"
29'–0"	41'–6"	12'–0"
30'–0"	42'–6"	12'–0"

SHEET #2

ONE PIECE EXTRUDED ALUMINUM TOP TRACK/FRAME MEMBER
4.6 LBS/FT.

SEE SHEET #1 FOR ELEV & PLAN

2" SQ ALUM UPRIGHT
.125" WALL – 1.126 LBS/FT

2"X4" ALUM RAIL
.125" WALL – 1.724 LBS/FT

SEC A
(6' THRU 30' OPENINGS)

OPENING — T — RIGHT HAND

T — OPENING — LEFT HAND

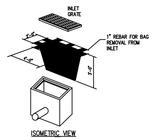
MASTER HALCO — A Subsidiary of Stanley Subsidiaries

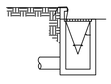
SurTrac™ CANTILEVERED GATES
BY MASTER HALCO, INC. IRVING, TX
PHONE 800–729–0580
WWW.MASTERHALCO.COM

SurTrac™ ALUMINUM CANTILEVERED SLIDE GATE
SINGLE TRACK

DWG: MH – STS – 1.1
BY: TPA
DATE: 01–03–08

S58 INLET PROTECTION – FABRIC DROP





STANDARD SYMBOL

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

INLET PROTECTION – FABRIC DROP SPECIFICATIONS (S58)

When
- When sediment laden stormwater requires treatment before entering a stormwater drainage system.

Why
- To prevent sediment from entering stormwater systems.

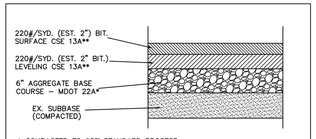
Where
- Use in or at stormwater inlets, especially at construction sites or in streets.

How
1. A filter fabric bag is hung inside the inlet, beneath the grate.
2. Replace grate, which will hold bag in place.
3. Anchor filter bag with 1" rebar for removal from inlet.
4. Flaps of bag that extend beyond the bag can be buried in soil in earth areas.

Maintenance
- Drop inlet filters should be inspected routinely and after each major rain event.
- Damaged filter bags should be replaced.
- Clean and/or replace filter bag when 1/2 full.
- Replace clogged fabric immediately.
- If needed, initiate repairs immediately upon inspection.
- Remove entire protective mechanism when upgradient areas are stabilized and streets have been swept.

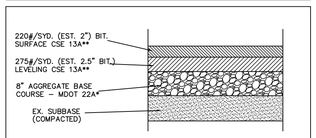
Limitations
- Can only accommodate small flow quantities.
- Requires frequent maintenance.
- Ponding may occur around storm drains if filter is clogged.

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET



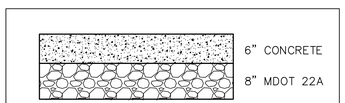
* COMPACTED TO 98% STANDARD PROCTOR
** COMPACTED TO 92–96% THEORETICAL MAX. DENSITY

ASPHALT (SITE) PAVEMENT SECTION

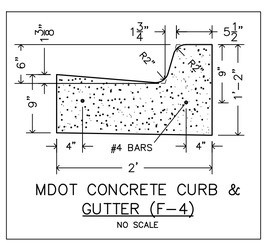


* COMPACTED TO 98% STANDARD PROCTOR
** COMPACTED TO 92–96% THEORETICAL MAX. DENSITY

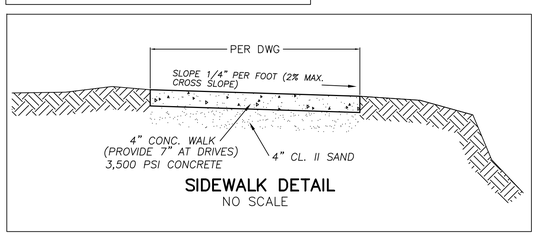
ASPHALT (AT ENTRANCE) PAVEMENT SECTION



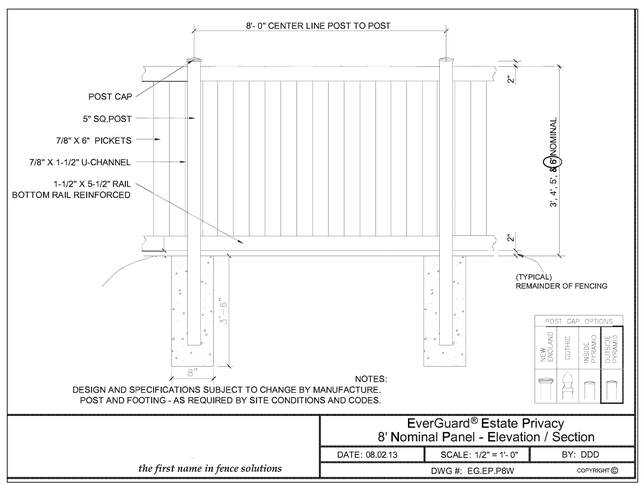
CONCRETE SECTION DETAIL
NO SCALE



MDOT CONCRETE CURB & GUTTER (F–4)
NO SCALE



SIDEWALK DETAIL
NO SCALE



NOTES:
DESIGN AND SPECIFICATIONS SUBJECT TO CHANGE BY MANUFACTURE.
POST AND FOOTING - AS REQUIRED BY SITE CONDITIONS AND CODES.

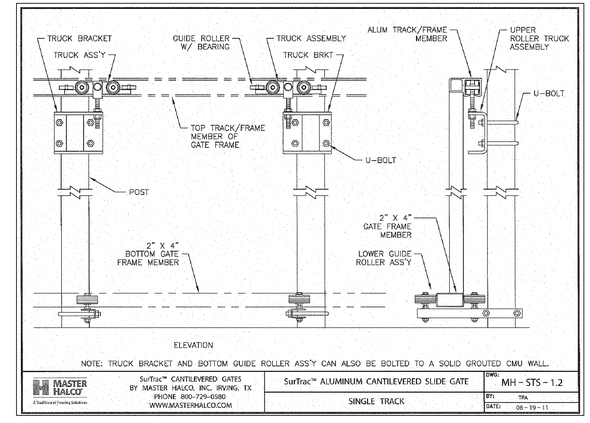
the first name in fence solutions

EverGuard® Estate Privacy
8' Nominal Panel - Elevation / Section

DATE: 08.02.13 | SCALE: 1/2" = 1'- 0" | BY: DDD
DWG #: EG.EP.P8W

COPYRIGHT ©

OPAQUE FENCE DETAIL
(FOR SCREENING, 6' HIGH)



NOTE: TRUCK BRACKET AND BOTTOM GUIDE ROLLER ASS'Y CAN ALSO BE BOLTED TO A SOLID GROUTED CMU WALL.

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SurTrac™ CANTILEVERED GATES
BY MASTER HALCO, INC. IRVING, TX
PHONE 800–729–0580
WWW.MASTERHALCO.COM

SurTrac™ ALUMINUM CANTILEVERED SLIDE GATE
SINGLE TRACK

DWG: MH – STS – 1.2
BY: TPA
DATE: 08 – 19 – 11

FENCING DETAIL FOR SOUTH OF BUILDING, WITH GATE (6' HIGH)

REVISIONS
8–26–21 SUBMITTAL

KEBS, INC. — KYES ENGINEERING, BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517–339–1014 FAX. 517–339–8047
Marshall Office
Ph. 269–781–9800

Wildwood Essence

DETAIL SHEET

SCALE: NONE	DESIGNER: GAP	APPROVED BY: GAP
DATE: 1–25–21	PROJECT MGR. GAP	SHEET 6 OF 6
AUTHORIZED BY: Wildwood Essence Enterprise		JOB #: 97637

Parcel Report - Parcel ID: 2-247100000

10/4/2021

Owner Name	KELCADE DEVELOPMENT LLC
Owner Address	1801 WILDWOOD AVE
	JACKSON, MI 49202
Homestead	0
Parcel Address	1623 WILDWOOD AVE
	JACKSON, MI 00000
Property Class	301 - INDUSTRIAL
Status	Active
Acreage	2.25
Gov't Unit	City of Jackson
Tax Unit	City of Jackson
School District	JACKSON PUBLIC SCHOOL
Liber/Page	2131-296

	2019	2020	2021
Taxable Value	$402,550	$406,200	$412,386
Assessed Value	$402,550	$406,200	$452,250

Tax Description:

2472.1 COM AT INTERS OF C/L OF WILDWOOD AVE & N/S 1/4 LN OF SEC 33 T2S R1W TH N 68 DEG 55' W 426.94 FT ALG C/L OF WILDWOOD AVE TH S 14 DEG 22' W 511.2 FT TO NLY LN OF PCRR R/W FOR POB TH N 14 DEG 22' E 478.26 FT TO SLY LN OF WILDWOOD AVE TH S 68 DEG 55' E ALG S LN OF WILDWOOD AVE 263.38 FT TH S 14 DEG 22' W 88.13 FT TH S 75 DEG 56' E 20 FT TH S 14 DEG 04' W 138.11 FT TO NLY R/W LN OF PCRR TH SWLY ALG SAID R/W TO POB NE 1/4 SW 1/4 SEC 33 T2S R1W

WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description.
The intent of this map is to allow easy access and visual display of government information and services.
Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.

This parcel data last updated: September 28, 2021

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 14, 2022

SUBJECT: **Change Order 1 to the 21-11 Asphalt Pavement Crack Seal Contract**

RECOMMENDATION:

Approve Change Order 1 to the 21-11 Asphalt Pavement Crack Seal contract with K&B Asphalt Sealcoating, Inc. in the increased amount of $26,925, to add new streets for necessary 2022 crack seal work, and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 1 for the above referenced contract.

I recommend approval of the change order. 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 14,, 2022

RECOMMENDATION: Approve Change Order 1 to the 21-11 Asphalt Pavement Crack Seal contract with K&B Asphalt Sealcoating, Inc. in the increased amount of $26,925, to add new streets for necessary 2022 crack seal work, and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Change Order 1 will add new streets for necessary 2022 crack seal work.

BUDGETARY CONSIDERATIONS

This change order represents an increase of $26,925, bringing the current contract amount to $46,725. The unit price has changed from $1.10/pound to $1.25/pound.

HISTORY, BACKGROUND and DISCUSSION

On May 11, 2021, City Council approved the award of the contract to K&B Asphalt Sealcoating, Inc. of Adrian, Michigan, in the amount of $19,800. The best way to keep asphalt roads in good condition is to keep water from getting into the pavement. The City has gotten away from crack filling in recent years. To catch back up this preventive maintenance work, this change order has been developed to crack fill about 6.76 miles of City streets.

DISCUSSION OF THE ISSUE

This project consists of asphalt pavement crack treatment on 2.27 miles of Local Streets and 4.49 miles of Major Streets using a rout and seal process or overbanding seal process.

POSITIONS

I request approval of balancing Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

CHANGE ORDER NO. 1
To Contract for
ENG21-11 Asphalt Pavement Crack Seal Contract
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	**$ 19,800.00**
CHANGE ORDER NO. 1	**$ 26,925.00**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 46,725.00**

REASON FOR CHANGE:

To add new streets for necessary 2022 pavement crack seal work.

CONTRACT COMPLETION:

The contract completion date is changed to September 16, 2022 for this year's work.

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

ACCEPTED BY:

K&B Asphalt Sealcoating, Inc. Date:

ACCEPTED BY:

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

ACCEPTED BY:

Jonathan Greene, City Manager Date:

City of Jackson 2022 Crack Seal

No	Street	Class	Approximate Length (ft)	Approximate Average Pav't Width (ft)	Limits		Estimated Pounds	Unit Price	Total
					From	To			
1	Arygle Street	Major	1,230	44.0	Wisner	West	1,380	$1.25	$1,725.00
2	Clinton Road	Major	1,190	33.0	Adams	Lansing	720	$1.25	$900.00
3	Clinton Road	Major	1,130	33.0	Monroe	Adams	630	$1.25	$787.50
4	Elm Avenue	Major	2,310	33.0	Homewild	North	1830	$1.25	$2,287.50
5	First Street	Major	1,740	31.0	Greenwood	Morrell	2250	$1.25	$2,812.50
6	Fourth Street	Major	1,800	29.0	Audubon	Griswold	960	$1.25	$1,200.00
7	Fourth Street	Major	3,680	29.0	Griswold	Morrell	3690	$1.25	$4,612.50
8	Fourth Street	Major	2,690	29.0	Morrell	Michigan	1680	$1.25	$2,100.00
9	Jackson Street	Major	710	56.0	Franklin	Washington	840	$1.25	$1,050.00
10	Stonewall Road	Major	1,155	23.0	Park	Horton	210	$1.25	$262.50
11	West Avenue	Major	730	32.0	Cresent	Bloomfield	210	$1.25	$262.50
12	West Avenue	Major	5,390	32.0	High	Michigan	4530	$1.25	$5,662.50
13	Durand Street, Ph II	Local	674	26.0	Morrell	Carlton	150	$1.25	$187.50
14	Durand Street, Ph III	Local	1,870	23.0	Michigan	Wildwood	240	$1.25	$300.00
15	Higby Street, Ph II	Local	2,800	27.0	south end	Carlton	540	$1.25	$675.00
16	Higby Street, Ph III	Local	1,650	23.0	Michigan	Daniel	630	$1.25	$787.50
17	Pearl Street	Local	820	29.0	Jackson	Mechanic	150	$1.25	$187.50
18	Rockwell Street	Local	330	29.0	Jackson	Williams	180	$1.25	$225.00
19	Thompson Street, Ph II	Local	2,150	29.0	south end	Carlton	270	$1.25	$337.50
20	Thompson Street, Ph III	Local	1,700	22.0	Michigan	Wildwood	450	$1.25	$562.50

Major Total:	18,930	$ 23,662.50
Local Total:	2610	$ 3,262.50
Total:	21,540	$ 26,925.00