JACKSON
Founded 1829

AGENDA – CITY COUNCIL MEETING

July 12, 2022
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE – Invocation will be given by Sixth Ward Councilmember Will Forgrave**

3. **ROLL CALL**.

4. **ADOPTION OF AGENDA**.

5. **PRESENTATIONS/PROCLAMATIONS**.

   A. Morrell Street/West Avenue Presentation

6. **PUBLIC HEARINGS.**

   A. A Public Hearing to receive public input on the expansion of the development area boundaries of the MLK CIA.

7. **CITIZEN COMMENTS.** (3-Minute Limit)

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

   A. Financial Statements As of and For the 11 Months Ended May 31, 2022

9. **CONSENT CALENDAR**

   A. Minutes of the Regular Meeting of June 14, 2022
   Approve the minutes of the regular City Council Meeting of June 14, 2022.

B. Traffic Control Order 2378 – 165 W. Michigan Avenue, On Street Electric Charging Station

Approval of Traffic Control Order 2378 to revise the parking regulation at the on-street electric charging station to allow for 2 hour parking.

C. Special Event Application for the Walk to End Alzheimer's

Approve a request from the Alzheimer's Disease and Related Disorders Association, Inc. to host the Walk to End Alzheimer's on October 14, 2022 in Horace Blackman park, the True Community Credit Union Square and downtown streets.

D. Special Event Application for the Back to School Blast

Approve a request from the First United Methodist Church to host the Back to School Blast on August 4, 2022 in Horace Blackman Park and downtown streets.

E. Special Event Application for Bikeability

Approve a request from Disability Connections to host Bikeability on July 30, 2022 in City Parking Lot #3.

F. Special Event Application for United Way Company Picnic

Approve a request from the United Way of South Central Michigan to host their company picnic on July 21, 2022 in Horace Blackman Park.

G. Special Event Application for Downtown Day

Approve a request from the Jackson Downtown Development Authority to host Downtown Day on July 31, 2022 in Horace Blackman Park, Bucky Harris Park, and various downtown sidewalks, parking lots.

H. Adopt a resolution permitting a Michigan Liquor Control Outdoor Service Area permit for OGMA Brewing

Adopt a resolution permitting a Michigan Liquor Control Outdoor Service Area permit for OGMA Brewing.

10. OTHER BUSINESS.

A. Second Reading/Final Adoption Ordinance No. 2022-05

Approve the second reading/final adoption of an ordinance amending Chapter 14 of the Jackson Code of Ordinance in order to replace the Michigan Residential Code with the International Property Maintenance Code.

11. NEW BUSINESS.

A. Recommendation of Approval of the Second Renewal of the 2020 Pavement Marking Contract

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

B. Resolution of Support and Commitment for the Statewide Local Agency Bridge Bundle Pilot Project

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

C. First Reading – Adoption of amendment to Section 2-528 under Chapter 2, Article VI of the Jackson Code of Ordinances

Approve amendment to Section 2-528 under Chapter 2, Article VI of the Jackson Code of Ordinances.

D. Contract Award for 2022 Trail Construction Engineering

Approval of an award for the 2022 Trail Construction Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan for $344,706.75, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

E. Engineer's Report for Street Reconstruction with Water Main and Sanitary Sewer Replacement, Blakely Avenue – Orange Street to Pleasant Street

Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

F. Engineer's Report for Street Reconstruction with Water Main and Sanitary Sewer Replacement, Blakely Avenue – Elm Street to Orange Street

Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

G. Amendment 1 to the Professional Engineering Services contract with Fishbeck

Approval of Amendment 1 to the contract for professional engineering services for improvements to the wastewater treatment plant with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of $29,150.00, and authorization for the City Manager and Director of Public Works to sign the appropriate document.

H. Approval of the purchase of three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis from D&K Truck Company of Lansing, MI to be build up by Truck & Trailer Specialties Inc. of Dutton, MI with 5-yard dump bodies, front plows, and underbody scrapers. For a total cost of $627,218.90, (this cost includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts

Approve the purchase of three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis from D&K Truck Company of Lansing, MI to be built up by Truck & Trailer Specialties Inc. of Dutton, MI with dump bodies, front plows, and underbody scrapers. For a total cost of $627,218.90, (this cost includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.

I. Approval of the purchase of one 2024 Freightliner M2-106 truck cab & chassis from D&K Truck Company of Lansing, MI, and build-up by Truck & Trailer Specialties of Dutton, MI with a 10-yard Elliptical Dump body. For a total cost of $159,073.20 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.

Approve the purchase of one 2024 Freightliner M2-106 truck cab & chassis from D&K Truck Company of Lansing, MI, and build up by Truck & Trailer Specialties of Dutton, MI with a 10-yard Elliptical Dump body. For a total cost of $159,073.20 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.

J. Approval of the purchase of one 2024 Freightliner 108SD truck cab & chassis through D&K Truck Company of Lansing, MI and build-up by Truck & Trailer Specialties of Dutton, MI with a Stellar Hook lift System and 20-yard leaf box. For a total cost of $207,117.90 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be made through MiDeal contracts.

Approve the purchase of one 2024 Freightliner 108SD truck cab & chassis through D&K Truck Company of Lansing, MI, and build-up by Truck & Trailer Specialties of Dutton, MI with a Stellar Hook lift System and 20 yard leaf box. For a total cost of $207,117.90, (this includes a 10% contingency) to be funded through the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be made through MiDeal contracts.

K. Lead Service Line Replacement Electrical Contract

Approval of an award for the contract for the lead line electrical replacement to Cochran Electric in the amount of $187,250.00.

L. Lead Service Line Replacement Plumbing Contract

Approval of an award for the contract for the lead line plumbing replacement to Northwoods Plumbing in the amount of $156,250.00.

M. Award a Contract to Family First Builders LLC in the Amount of $55,700 to Perform Lead-Based Paint and Asbestos Abatement at 1100 Chittock Avenue

Award a contract to Family First Builders LLC in the amount of $55,700 to perform lead-based paint and asbestos abatement at 1100 Chittock Avenue.

N. Approve the Contract Award for Lead Service Line Replacements on East Michigan Avenue from Cooper Street and the east City Limits to Dunigan Brothers, Inc. of Jackson, Michigan

Approval of an award for the contract for the Lead Service Line Replacement project for East Michigan Avenue from Cooper Street to the east City Limits at a cost of $844,708.30, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

O. Approve the Contract Award for Miscellaneous Construction projects to Bailey Excavating, Inc. of Jackson, Michigan

Approval of an award for the contract for the Miscellaneous Construction project for sidewalk construction on Morrell Street, drainage improvements on Pearl Street and on S. Durand Street and water main replacement on Wildwood to Baily Excavating, Inc. of Jackson, Michigan at a cost of $379,364.77, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

P. Adoption of Resolution Adjusting Free Parking Durations

Adopt the resolution adjusting free parking durations for the City of Jackson automobile parking system, and authorize the Mayor and City Clerk to execute the resolution.

Q. Award a Contract to Family First Builders LLC in the amount of $194,240 to Complete the Full Renovation of 404 Homewild Avenue

Award a contract to Family First Builders LLC in the amount of $194,240 to complete the full renovation of 404 Homewild Avenue.

R. Award the Loomis Park Playground Project Contract to R. W. Mercer of Jackson, Michigan in the amount of $1,305,090

Award the Loomis Park playground project contract to R. W. Mercer of Jackson, Michigan in the amount of $1,305,090.

S. Consider approval of real property transfer by quit claim deed as

recommended by the Ella Sharp Park Board of Trustees to Jackson Public Schools

Consider approval of real property transfer by quit claim deed as recommended by the Ella Sharp Board of Trustees to Jackson Public Schools with the right of reverter if property ceases to be used for school purposes. Authorize the City Attorney to prepare the required quit claim deed and the City Manager to sign the conveyance upon completion.

T. Approve a proposed marihuana license transfer at 118 N. Columbus Street

Approve license transfer request for retail marihuana establishment at 118 N. Columbus St. in accordance with Article XVIII, Sec. 16-518(d)(i) of the City Code of Ordinances.

U. 2022/2023 Nonunion Pay Scale

Adopt an ordinance regulating nonunion pay scale for City of Jackson employees.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

City of Jackson, Michigan
Financial Statements

As of and For the 11 Months Ended May 31, 2022

Preliminary/Unaudited

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City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 11 Months Ended May 31, 2022
(Prepared on the Adopted Budget-Basis)
Preliminary/Unaudited

Function	Department	2021/22 Budget Original	2021/22 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
General Government :							
101-101	City Council	113,060	113,915	6,845	89,370	78.45%	24,545
101-103	Charter Review Committee	2,500	2,500	0	0	0.00%	2,500
101-172	City Manager	433,880	465,595	32,895	423,295	90.91%	42,300
101-191	Finance	465,541	486,745	35,165	425,571	87.43%	61,174
101-215	City Clerk	306,669	305,919	16,863	260,275	85.08%	45,644
101-228	Management Info. Services	360,819	362,628	17,283	288,469	79.55%	74,159
101-233	Purchasing	123,257	124,119	14,955	103,847	83.67%	20,272
101-253	City Treasurer	398,079	384,284	28,528	333,266	86.72%	51,018
101-254	City Income Tax	215,172	182,542	15,528	151,076	82.76%	31,466
101-257	City Assessor	423,890	476,909	60,723	425,186	89.15%	51,723
101-262	City Clerk-Elections	136,800	107,335	2,349	92,299	85.99%	15,036
101-265	City Hall & Grounds	419,346	502,250	4,789	467,863	93.15%	34,387
101-266	City Attorney	624,627	674,096	53,244	571,964	84.85%	102,132
101-270	Personnel	285,272	283,911	21,071	217,096	76.47%	66,815
101-278	Unallocated	800,750	848,523	40,651	654,536	77.14%	193,987
		5,109,662	**5,321,271**	**350,890**	**4,504,114**	**84.64%**	**817,158**
Judicial:							
101-299	Admin. Hearings Bureau	186,160	168,584	8,349	133,780	79.36%	34,804
		186,160	**168,584**	**8,349**	**133,780**	**79.36%**	**34,804**
Public Safety:							
101-301	Police	10,730,184	10,766,143	694,492	8,920,631	82.86%	1,845,512
101-311	OHSP Grant - Seatbelts	12,806	12,806	6,575	8,662	67.64%	4,144
101-320	Consortium Training	27,500	29,500	1,275	21,619	73.28%	7,881
101-321	In Service Training	7,000	3,923	1,219	4,802	122.41%	(879)
101-340	Fire Suppression	5,195,936	6,430,269	367,549	5,317,867	82.70%	1,112,402
101-350	Public Safety - Unallocated	2,011,296	2,057,586	143,968	1,928,363	93.72%	129,223
		17,984,722	**19,300,227**	**1,215,078**	**16,201,944**	**83.95%**	**3,098,283**
Public Works :							
101-442	Forestry	588,607	613,044	13,665	441,521	72.02%	171,523
101-444	Sidewalk Construction	43,065	51,964	0	24,124	46.42%	27,840
101-445	Drains at Large	85,043	77,077	107	44,787	58.11%	32,290
101-450	Street Lighting	576,110	587,879	30,741	452,222	76.92%	135,657
101-455	Weed Control	103,743	100,475	4,217	47,294	47.07%	53,181
101-465	Grounds Maintenance	456,970	439,825	18,094	341,902	77.74%	97,923
101-567	Cemeteries	309,234	318,228	19,306	281,716	88.53%	36,512
101-571	Tax Property Maintenance	238,246	316,172	27,833	229,979	72.74%	86,193
101-572	Civic Affairs	83,703	115,411	12,419	69,419	60.15%	45,992
		2,484,721	**2,620,075**	**126,382**	**1,932,964**	**73.78%**	**687,111**
Community & Economic Development:							
101-701	Planning	224,224	227,170	15,485	197,702	87.03%	29,468
101-728	Economic Development	111,000	132,440	3,624	85,920	64.87%	46,520
		335,224	**359,610**	**19,109**	**283,622**	**78.87%**	**75,988**

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 11 Months Ended May 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Function	Department	2021/22 Budget Original	2021/22 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Recreation & Culture :							
101-752	Parks, Rec. & Grnds. Admin.	292,640	292,688	15,007	264,669	90.43%	28,019
101-758	Lt. Nixon Memorial Pool	65,857	69,916	347	25,575	36.58%	44,341
101-771	Parks & Facilities Maintenance	696,158	743,657	83,417	615,664	82.79%	127,993
101-803	Historical District	11,673	11,988	847	9,596	80.05%	2,392
101-806	Diversity, Equity & Inclusion	248,702	252,859	14,072	206,063	81.49%	46,796
		1,315,030	**1,371,108**	**113,690**	**1,121,567**	**81.80%**	**249,541**
Contributions to Other Funds:							
101-965	Contributions to Other Funds	**356,450**	**552,965**	**38**	**221,967**	**40.14%**	**330,998**
	Total General Fund Expenditures	**27,771,969**	**29,693,840**	**1,833,536**	**24,399,958**	**82.17%**	**5,293,883**
Funds Consolidated with the General Fund for Financial Reporting Purposes:							
102	**Budget Stabilization**	**36,000**	**36,000**	**0**	**0**	**0.00%**	**36,000**

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 11 Months Ended May 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2021/22 Budget Original	2021/22 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Permanent Funds :							
151	Cemetery Perpetual Maint.	45,500	5,000	0	0	0.00%	5,000
155	Ella W. Sharp Endowment	24,000	14,175	0	0	0.00%	14,175
160	Lloyd E. Mount Endowment	7,000	5,466	0	0	0.00%	5,466
Special Revenue Funds :							
202	Major Street	11,420,293	27,899,726	680,831	5,755,598	20.63%	22,144,128
203	Local Street	2,780,308	2,073,574	64,543	1,705,099	82.23%	368,475
208	Ella W. Sharp Park Operating	843,732	888,611	70,951	741,355	83.43%	147,256
218	Affordable Housing	0	250,000	7,520	55,293	22.12%	194,707
245	Public Improvement	1,114,965	1,135,019	204,790	462,330	40.73%	672,689
246	Cortland St. Redev. Project	34,560	25,587	2,199	27,728	108.37%	(2,141)
249	Building Department	722,358	633,173	35,582	408,744	64.55%	224,429
251	Housing Code Enforcement	1,181,712	1,075,848	65,447	844,687	78.51%	231,161
252	Building Demolitions	61,780	294,156	19,010	238,725	81.16%	55,431
265	Drug Law Enforcement	17,968	18,247	1,355	17,760	97.33%	487
272	SAFER Grant	0	194,072	44,453	161,301	83.11%	32,771
273	Project Safe Neighborhoods	111,565	55,901	4,829	43,806	78.36%	12,095
275	Byrne/JAG Grant	0	53,907	16,532	25,428	47.17%	28,479
278	CESF Program	0	5,362	0	5,362	100.00%	0
279	American Rescue Plan Act	1,882,250	200,000	20,160	151,648	75.82%	48,352
296	Recreation Activity	187,093	129,859	25,822	111,814	86.10%	18,045
297	Recreation Millage Program	645,424	643,209	74,832	583,578	90.73%	59,631
Debt Service Funds :							
308	2020 Capital Improvement D/S	223,533	223,533	204,767	223,533	100.00%	0
352	2017 Mich. Trans. Fund D/S	761,350	761,350	680,675	761,350	100.00%	0
367	2021 City Hall Refunding D/S	734,840	734,840	0	735,240	100.05%	(400)
385	2016 Capital Improvement D/S	143,275	143,275	0	143,275	100.00%	0
386	2018 Capital Improvement D/S	1,443,000	1,443,000	1,134,250	1,443,000	100.00%	0
389	2017 BRA TIF Refunding D/S	415,704	415,704	305,352	415,704	100.00%	0
391	2021 BRA TIF Refunding D/S	758,700	758,700	706,234	758,700	100.00%	0
394	2001 DDA TIF D/S	2,597,987	2,597,987	2,597,987	2,597,987	100.00%	0
395	2019 DDA TIF Refunding D/S	205,630	205,630	120,315	205,630	100.00%	0
Capital Projects Funds :							
401	Capital Projects	0	265,226	0	6,000	2.26%	259,226
402	Water Equip. and Replacemt.	4,995,759	4,956,231	409,241	2,569,656	51.85%	2,386,575
403	Lead Service Line Replacement	845,246	899,633	147	5,051	0.56%	894,582
404	Sanitary Sewer Maint.	391,202	375,056	17,470	193,514	51.60%	181,542
405	Sanitary Sewer Replacement	3,214,299	1,173,035	309,092	1,270,697	108.33%	(97,662)
406	Wastewater Equip. Replacemt.	2,062,083	2,616,328	157,282	1,339,722	51.21%	1,276,606
408	2020 Capital Imp.Bond Const.	0	7,961	0	7,961	100.00%	0
488	MLK Corridor Improvemt. Authority	0	94,000	0	71,500	76.06%	22,500
489	Brownfield Redevelopmt. Auth.	1,298,540	1,441,555	1,124,275	1,374,221	95.33%	67,334
494	DDA Project	2,805,617	2,805,617	2,718,302	2,803,617	99.93%	2,000

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 11 Months Ended May 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2021/22 Budget Original	2021/22 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Enterprise Funds :							
514	Auto Parking System	252,247	239,057	36	113,132	47.32%	125,925
518	Parking Assessment	280,808	278,246	18,809	164,339	59.06%	113,907
519	Cooper/Francis Parking Deck	283,836	283,010	6,257	46,928	16.58%	236,082
590	Sewer	8,776,495	8,415,427	256,487	5,418,326	64.39%	2,997,101
591	Water	13,542,689	13,057,198	763,665	8,953,796	68.57%	4,103,402
Internal Service Funds :							
641	Public Works Administration	4,139	437,266	18,679	356,287	81.48%	80,979
642	Engineering Administration	266,064	308,676	39,590	247,989	80.34%	60,687
643	Local Site Remed. Revolving	0	15,000	0	0	N/A	15,000
661	Motor Pool and Garage	1,333,779	1,328,511	83,475	878,104	66.10%	450,407
663	Equipment Revolving	0	0	0	0	N/A	0
676	Workers' Compensation	171,243	237,134	36,755	242,342	102.20%	(5,208)
677	Self-Insured Health Care	4,791,500	5,316,641	621,303	4,801,954	90.32%	514,687
Trust & Agency Funds :							
703	County & School Tax Collection	48,000	65,000	0	0	0.00%	65,000
731	Employees' Retirement System	4,175,000	4,160,000	0	3,290,081	79.09%	869,919
732	Policemen's/Firemen's Pension	663,540	623,000	0	500,393	80.32%	122,607
734	Police./Fire. Pension-345	7,640,000	7,640,000	0	4,727,261	61.88%	2,912,739
736	Public Employee Health Care	15,000	27,000	0	24,625	91.20%	2,375
Special Assessment Funds :							
852	2020 Special Assessment D/S	157,420	157,420	0	157,358	99.96%	62
895	Special Assessment	1,084,586	1,036,458	249,671	793,197	76.53%	243,261

City of Jackson
All Funds - Revenue Summary
As of and For the 11 Months Ended May 31, 2022
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name		2021/22 Budget Original	2021/22 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected
General Fund :						
Property Taxes		10,411,253	10,493,690	700,939	10,633,214	101.33%
Income Taxes		8,000,000	10,000,000	1,136,591	11,061,157	110.61%
State Revenue Sharing		4,809,762	4,637,283	816,599	3,618,074	78.02%
Licenses & Permits		241,325	401,544	82,484	329,067	81.95%
Federal Grants		15,614	1,092,056	0	225,756	20.67%
State Grants		6,110	3,100	2,439	103,966	3353.74%
Charges For Goods & Services		1,213,759	1,242,427	740,929	1,001,106	80.58%
Fines & Forfeits		252,150	423,010	16,749	375,340	88.73%
Investment Income		155,000	108,000	7,585	81,528	75.49%
Contributions From Other Funds		2,036,750	117,000	1,832	20,538	17.55%
Contributions From Local Units		12,500	12,500	40	6,407	51.26%
Miscellaneous		186,430	513,369	6,318	513,586	100.04%
Total General Fund Revenues		27,340,653	29,043,979	3,512,505	27,969,739	96.30%
Funds Consolidated with the General Fund for Financial Reporting Purposes:						
102	**Budget Stabilization**	**36,000**	**22,000**	**7**	**78**	**0.35%**
Permanent Funds :						
151	Cemetery Perpetual Maint.	78,346	37,000	4,298	34,370	92.89%
155	Ella W. Sharp Endowment	24,000	14,175	0	0	0.00%
160	Lloyd E. Mount Endowment	7,000	5,466	0	0	0.00%
Special Revenue Funds :						
202	Major Street	8,677,834	25,438,583	299,103	4,659,115	18.32%
203	Local Street	2,506,088	1,656,133	87,591	1,349,632	81.49%
208	Ella W. Sharp Park Operating	844,600	897,291	83,116	486,320	54.20%
218	Affordable Housing	0	250,000	0	0	0.00%
245	Public Improvement	1,181,500	1,232,146	66,272	1,179,803	95.75%
246	Cortland St. Redev. Project	0	408	34	371	90.93%
249	Building Department	494,500	562,867	55,853	534,197	94.91%
251	Housing Code Enforcement	1,168,000	954,880	108,469	901,347	94.39%
252	Building Demolitions	1,500	193,917	34,440	218,583	112.72%
265	Drug Law Enforcement	15,600	25,596	4,132	28,868	112.78%
272	SAFER Grant	0	194,072	25,770	116,848	60.21%
273	Project Safe Neighborhood	111,565	55,901	3,197	42,173	75.44%
275	Byrne/JAG Grant	0	53,907	16,532	25,428	47.17%
278	CESF Program	0	5,362	0	5,362	100.00%
279	American Rescue Plan Act	16,017,651	200,000	0	151,648	75.82%
296	Recreation Activity	216,800	168,000	16,882	169,327	100.79%
297	Recreation Millage Program	645,500	646,000	67	300,679	46.54%
Debt Service Funds :						
308	2020 Capital Improvement D/S	223,533	223,533	204,767	230,622	103.17%
352	2017 Mich. Trans. Fund D/S	761,350	761,350	680,675	761,350	100.00%
367	2021 City Hall Refunding D/S	680,600	693,464	34,328	689,179	99.38%
385	2016 Capital Improvement D/S	143,275	143,275	0	143,275	100.00%
386	2018 Capital Improvement D/S	1,443,000	1,443,000	500	1,443,000	100.00%

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the 11 Months Ended May 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name		2021/22 Budget Original	2021/22 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected
Debt Service Funds (Continued) :						
389	2017 BRA TIF Refunding D/S	415,704	415,704	305,352	415,704	100.00%
391	2021 BRA TIF Refunding D/S	758,700	758,700	706,234	758,700	100.00%
394	2001 DDA TIF D/S	2,597,987	2,597,987	2,597,987	2,597,987	100.00%
395	2019 DDA TIF Refunding D/S	205,630	205,630	120,315	205,630	100.00%
Capital Projects Funds :						
401	Capital Projects	500	241,893	25	199	0.08%
402	Water Equip. and Replacemt.	3,269,754	3,838,559	(240,517)	2,683,006	69.90%
403	Lead Service Line Replacement	845,246	1,350,195	238,197	541,460	40.10%
404	Sanitary Sewer Maintenance	391,202	375,056	46,361	222,405	59.30%
405	Sanitary Sewer Replacement	1,038,575	718,450	(209,705)	658,143	91.61%
406	Wastewater Equip. Replacemt.	1,461,450	1,619,615	(67,660)	1,222,101	75.46%
408	2020 Capital Imp. Bonds Const.	0	12	0	12	100.00%
488	MLK Corridor Improvemt. Authority	0	94,000	0	46,000	48.94%
489	Brownfield Redevelopmt. Auth.	1,340,180	1,515,059	1,510,477	1,514,834	99.99%
494	DDA Project	3,320,256	3,358,258	1,691,312	3,365,907	100.23%
Enterprise Funds :						
514	Auto Parking System	92,893	93,893	152	2,244	2.39%
518	Parking Assessment	261,042	221,288	10,538	227,264	102.70%
519	Cooper/Francis Parking Deck	16,150	10,050	2,148	12,865	128.01%
590	Sewer	6,647,106	6,703,003	597,879	5,540,342	82.65%
591	Water	11,834,447	13,692,124	848,650	10,264,249	74.96%
Internal Service Funds :						
641	Public Works Administration	366,886	388,150	24,705	338,336	87.17%
642	Engineering Administration	266,714	258,146	21,514	236,734	91.71%
643	Local Site Remed. Revolving	300	65,411	55	562	0.86%
661	Motor Pool and Garage	1,135,484	1,151,902	78,361	1,203,358	104.47%
676	Workers' Compensation	110,000	97,022	6,737	82,066	84.58%
677	Self-Insured Health Care	5,242,500	5,017,500	402,357	4,617,011	92.02%
Trust & Agency Funds :						
703	County & School Tax Collection	48,000	65,000	215	2,808	4.32%
731	Employees' Retirement System	5,920,961	5,875,961	0	(1,725,272)	-29.36%
732	Policemen's/Firemen's Pension	659,736	699,736	0	94,740	13.54%
734	Police./Fire. Pension-345	9,819,831	9,894,831	0	2,294,368	23.19%
736	Public Employees Health Care	200,000	330,000	20,945	245,023	74.25%
Special Assessment Funds :						
852	2020 Special Assessment D/S	157,420	157,420	0	157,358	99.96%
897	Special Assessment	777,166	1,036,458	7,887	400,357	38.63%

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the 11 Months Ended May 31, 2022
(Prepared on the Adopted Budget-Basis)

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

CITY COUNCIL MEETING MINUTES

June 14, 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 Fifth Ward Councilmember Karen Bunnell.

ROLL CALL:

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

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Director of Public Works Mike Osborne, City Assessor Jason Yoakam, Director of Parks and Recreation Kelli Hoover, Director of Police and Fire Services Elmer Hitt, Chief Building Official Brian Taylor, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson 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:

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

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

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

No public comments were made.

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

1. *Resolution ordering the construction and preparation of the special assessment roll.*

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

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

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

No comments were offered.

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

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

   Motion was made by Councilmember Gunn, seconded by Councilmember Schlecte to approve the resolution to amend the fiscal years 2019/2020 (Year 45), 2020/2021 (Year 46), and 2021/2022 (Year 47) CDBG Budgets. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

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

Public comments were heard.

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

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

   Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the resolution adopting a final project plan for water system improvement projects and designating an authorized project representative. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. Racial Equity Commission 2021 Minutes and Annual Report

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

Motion was made by Vice Mayor Robinson, seconded by Councilmember Dancy to accept and place on file the Racial Equity Commission 2021 Minutes and Annual Report and the Racial Equity Commission Notice of Sub-Committee and Committee Appointments (A and B). Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to accept and place on file Human Relations Commission Meeting Minutes January through April 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 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.

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson 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. 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 Gunn, seconded 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 to amend was made by Councilmember Schlecte, seconded by Councilmember Forgrave to strike the first sentence of Section 14-2. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion to amend was made by Councilmember Schlecte to eliminate any duplicate definitions, use the definitions from the IPMC, and add the current Chapter 14 definitions that are not in the IPMC except where they define City Chief Building Official. Councilmember Schlecte withdrew her motion.

Motion to amend was made by Councilmember Schlecte to use the IPMC definition of workmanlike. The motion was revised to the definition of workmanlike to be: executed in a skillful manner, such as generally plum, level, square, in-line, undamaged, without marring adjacent work as the way is customarily done by other contractors in the community. Motion died from lack of support.

Motion to amend was made by Councilmember Schlecte to delete section 14-62 paragraph 20 and use IPMC 604.2 language as written. Motion died from lack of support.

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

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

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve the amendment to the City of Jackson Personnel Policy for employees.

Motion to amend was made by Councilmember Forgrave, seconded for discussion by Councilmember Bunnell to strike any mention of the cotinine testing and increased premium costs per City Employees from the personnel policy. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, and Councilmember Forgrave (3). Nays: Councilmember Dancy, Gunn, Schlecte, and Bunnell (4). Motion failed.

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

C. 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.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve the second reading/final adoption of an ordinance granting a PILOT to Greenwood Limited Dividend Housing Association, LLC. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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
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.*

Motion was made by Councilmember Bunnell, seconded by Vice Mayor Robinson to approve the refurbishment of three V-box salt spreader inserts by Truck and Trailer Specialties of Howell, MI for a total cost of **$53,359.80** (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Sell City owned property located at 107 E. Ganson Street to Brian and Gregory Denison (Hitches and More, Inc.)

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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to sell City owned property located at 107 E. Ganson Street to Brian and Gregory Dension (Hitches and More, Inc.). Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

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 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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve 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. 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 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.*

Motion was made by Vice Mayor Robinson, seconded by Councilmember Bunnell to 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.

City Manager Jonathan Greene inquired if items D, E, and F could be voted on in one motion. City Attorney Matthew Hagerty confirmed the all three items could be addressed under the same motion.

E. 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.*

F. 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.*

Motion was made, without objection, by Councilmember Forgrave, seconded by Vice Mayor Robinson to approve items D, E, and F – changes to the standard lighting contract for streetlights with Consumers Energy at 507 Second Street, 906 First Street, and 407 W. Morrell Street. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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
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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the contract Change Order #2 with T & L Contracting, Inc., Lansing, MI, for the removal of spent lime and the Water Treatment Plant. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

H. 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.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to award contracts for the Fiscal Year 2022/2023 purchase of Water and Wastewater treatment chemicals. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

I. 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.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the renewal of Liability and Property Insurance with Michigan Municipal League Liability & Property Pool in the amount of $593,417.00 and authorize the City Attorney to take any actions necessary to effectuate the policy. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

J. 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.*

Motion was made by Councilmember Schlecte, seconded Councilmember Forgrave to approve the resolution to amend the Major Street Fund budget for the 2021/2022 Fiscal Year. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

K. 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.*

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave to 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. *Councilmember Schlecte stated she would be abstaining from the vote due to the financial nature of the item and the fact that she is a landlord.* Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Bunnell, and Forgrave (6). Nays: none. Abstention: Councilmember Schlecte. Motion carried.

Later in the meeting staff confirmed that any property that has an initial inspection on or after July 1, 2022 will be on the new three year cycle.

L. 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 in fiscal year 2021/2022 to the General and Rehabilitation Administration Activities.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to approve the resolution to amend the CDBG budget for Fiscal Year 2021/2022 for General/Rehabilitation activities. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Recommendation: *Approve the Downtown Development Authority 2022-2023 budget.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the Downtown Development Authority 2022-2023 budget. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

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

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the Downtown Development Authority budget amendments for the 2021/2022 Fiscal Year. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

O. 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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve a resolution to exercise the City of Jackson's Right of First Refusal under PA 123 of 1999.

Motion to amend was made by Councilmember Schlecte, seconded for discussion by Vice Mayor Robinson to pick up all the properties that have houses on them with the exception of 221 E. Robinson. Vote - Yeas: Councilmember Schlecte (1). Nays: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Bunnell, and Forgrave (6). Motion failed.

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

P. 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 and allow the City Attorney and City Manager to make minor modifications to affect the purchase.*

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to approve a purchase agreement between the City of Jackson and Francis and Prospect LLC. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to extend the City of Jackson Parks Department contract with Yamaha Golf Carts Plus from Chicago, IL for an additional five years in the amount of $81,049.92. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

R. 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 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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment as per Ordinance No. 2020-15. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

S. 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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve Change Order 1 to the 21-11 Asphalt Pavement Crack Seal Contract. 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, Councilmembers Dancy, Gunn, Schlecte, and Bunnell all offered comments. Vice Mayor Robinson and Councilmember Forgrave declined.

MANAGER'S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Schlecte and seconded by Councilmember Bunnell. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 9:48 p.m.

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: July 12, 2022

SUBJECT: **Traffic Control Order 2378**
165 W. Michigan Ave, On-Street Electric Charging Station

Recommendation:

Approval of Traffic Control Order 2378 to revise the parking regulation at the on-street electric charging station to allow for 2 hour parking.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order at 165 W. Michigan Ave as referenced above.

I recommend approval of Traffic Control Order 2378. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 12, 2022

RECOMMENDATION: **Approval of Traffic Control Order 2378 to revise the parking regulation at the on-street electric charging station to allow for 2 hour parking.**

SUMMARY

A Traffic Control Order (TCO) is needed to revise the parking regulation at the on-street electric charging station to allow for 2 hour parking. This action rescinds TCO 2300 and modifies TCO 2056.

BUDGETARY CONSIDERATIONS

Item	Each	Total
1/2 – Hour labor/equipment	$61.17	$61.17
Total		**$61.17**

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

HISTORY, BACKGROUND and DISCUSSION

The current parking regulations allow for 30 minute parking at the on-street electric charging station. After many requests to increase the parking time limit to allow for a sufficient charge to electric vehicles, Engineering recommends revising the parking regulation at the on-street electric charging station to allow for 2 hour parking.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

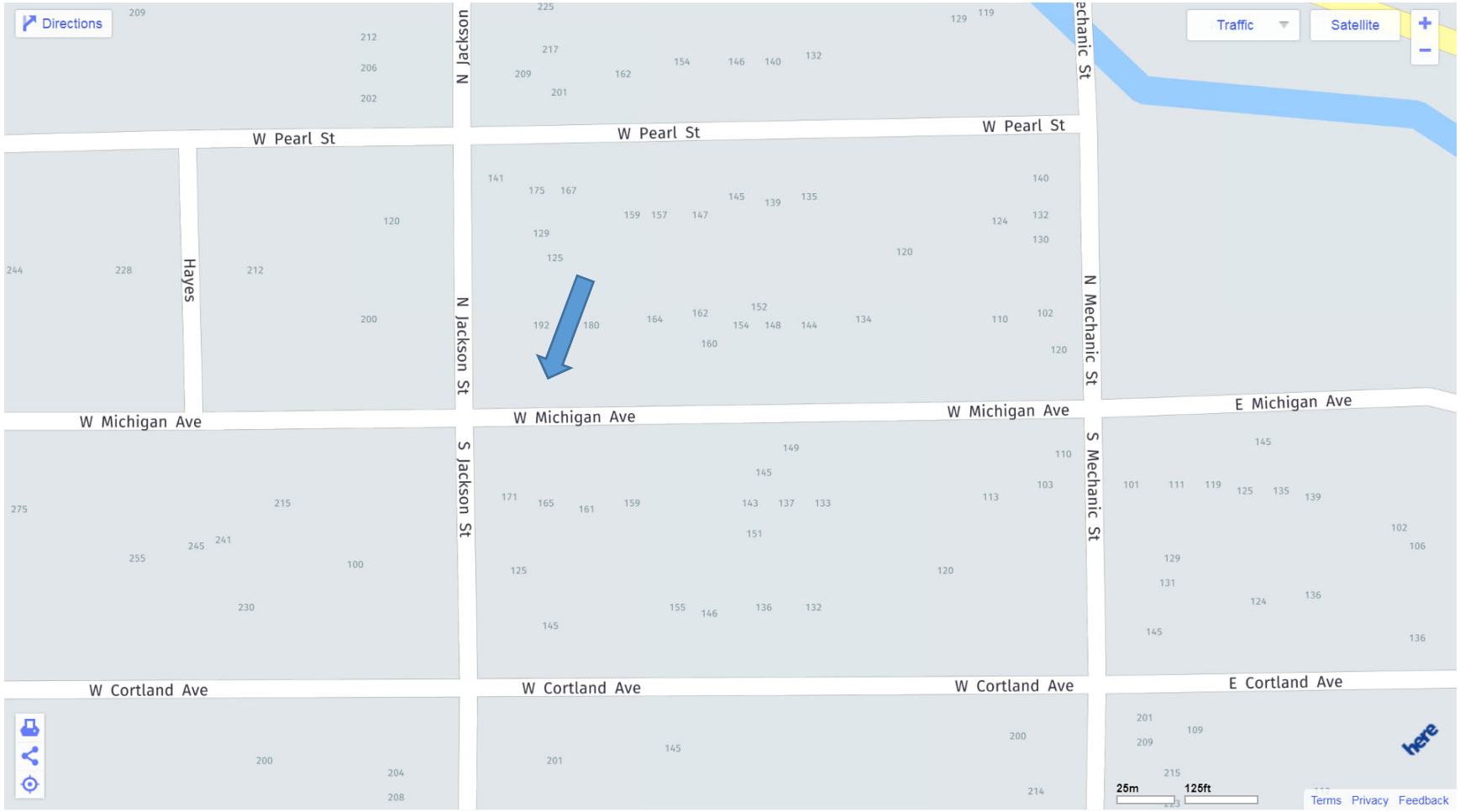
Revise the parking regulation at the on-street electric charging station to allow for 2 hour parking. This action rescinds TCO 2300 and modifies TCO 2056.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2378 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

Traffic Control Order 2378 – 165 W. Michigan Avenue (Electric Vehicle Charging Station spaces)



CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2378

LOCATION: 165 W. Michigan Ave
DATE: July 12, 2022
ASSIGNED TO: Sign Shop

TCO DESCRIPTION

Review the parking regulations for the on-street electric vehicle charging station located in front of 165 W. Michigan Ave. The current parking regulation allows for 30 minute parking at the on-street electric charging station. After many requests to increase the parking time limit to allow for a sufficient charge to electric vehicles, Engineering recommends revising the parking regulation at the on-street electric charging station to allow for 2 hour parking.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Engineering recommends revising the parking regulation at the on-street electric charging station to allow for 2 hour parking. This action rescinds TCO 2300 and modifies TCO 2056.

APPROVED ☐ **REJECTED** ☐ **DATE: 7/12/22** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE: July 12, 2022
TO:

1) *Remove "30 MIN PARKING" signs near the on-street electric charging station in front of 165 W. Michigan Avenue.*

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other___

ASSIGNMENT COMPLETED

DATE: BY: Sign Shop

WORK INSPECTED

REMARKS:

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

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

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: July 12, 2022

SUBJECT: Special Event Application for the Walk to End Alzheimer's

---

Recommendation:

Approve a request from the Alzheimer's Disease & Related Disorders Association, Inc. to host the Walk to End Alzheimer's on October 14, 2022 in Horace Blackman Park, the True Community Credit Union Square, and downtown streets.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Walk to End Alzheimer's.

I recommend approval of the Walk to End Alzheimer's. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 12, 2022

RECOMMENDATION: Approve a request from the Alzheimer's Disease & Related Disorders Association, Inc. to host the Walk to End Alzheimer's on October 14, 2022 in Horace Blackman Park, the True Community Credit Union Square, and downtown streets.

.**SUMMARY:** A family-friendly, community event to support the Alzheimer's Association.

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		$115.00
Public Works	X		$600.00
		TOTAL	***$715.00***

CONDITIONS & CONSIDERATIONS

Electricity, Road Closures/monitoring,

INSURANCE STATUS

Approved and on file with the office of the City Attorney

ATTACHMENTS: Special Event Application: Walk to End Alzheimer's

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:	Alzheimer's Disease & Related Disorders Association, INC.		
Address:	225 N. Michigan Ave, Floor 17, Chicago IL 60601	Phone: ( )	
Tax ID#:	13-3039609	Website:	alz.org
Contact Name:	Sue Prynn	Phone: 313.522.5813	Email: smprynn@alz.org
Contact Name:		Phone:	Email:
Contact Name During Event:	Sue Prynn	Phone: (313) 522.5813	

Event Information

Event Name: 2021 Walk to End Alzheimer's - Jackson, MI

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Friday, 10/14/2022	1 pm - 5 pm	Registration 5 pm Opening Ceremony 6 pm Walk at 6:15 pm	7:30 pm	8:00 pm - 9 p.m.

Has this event occurred before? ☑Yes, (if yes, how many previous years? 26 years ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 350

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

☑Walk/Run ☐Festival ☐March/Parade ☐Other:_____

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

☑Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location:_____

☐ Streets:_____

☐Other Park:_____

Brief description of Event

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

The Jackson Walk to End Alzheimer's is a fundraising, family friendly, community event where approximately 350 participants fundraise throughout the year to support the Alzheimer's Association. They then come together on October 14th, to show their support to their loved ones, to other families with Alzheimer's and other dementias, to the caregivers of those caring for those with Alzheimer's, and to our mission, To Be A World Without Alzheimer's and Other Dementias. There is, approximately, a 1 mile and 2 mile route throughout Downtown Jackson. We focus the route to highlight the Bright Walls and Downtown Jackson. The starting and gathering point is at Horace Blackman Park. There are refreshments and snacks available for all participants. Our community sponsors will have tables to showcase their business and provide information. We have music entertainment, that changes every year prior to our opening ceremonies at 6:15 pm.

Your health and safety are our top priorities. We will continue to closely monitor CDC, state and local guidelines to ensure Walk events adhere to the latest recommendations

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

Street Name: Crosswalk by Horace Blackman Park/Congregational Church Cross Streets Pearl St

Closure Start Date: 10/14/22 Time: 6 pm Closure End Date: 10/14/22 Time: 6:15pm

Street Name: Jackson Cross Streets Jackson & Pearl

Closure Start Date: 10/14/22 Time: Rolling Closure Closure End Date: 10/14/22 Time:

Street Name: Pearl St Cross Streets Pearl & Mechanic

Closure Start Date: 10/14/22 Time: Closure End Date: 10/14/22 Time:

Street Name: Michigan Ave Cross Streets Michigan Ave & Mechanic

Closure Start Date: 10/14/22 Time: Closure End Date: 10/14/22 Time:

Street Name: Jackson St Cross Streets Jackson St & W. Courtland

Closure Start Date: 10/14/22 Time: Closure End Date: 10/14/22 Time:

Street Name: Michigan Ave Cross Streets Michigan Ave & Blackstone

Closure Start Date: 10/14/22 Time: Closure End Date: 10/14/22 Time:

Street Name: **Michigan Ave** Cross Streets: **Hayes & Jackson**
Closure Start Date: **10/14/22** Time: 1 pm Closure End Date: **10/14/22** Time: 8 pm
Street Name: **Hayes** Cross Streets: **Michigan & Pearl**
Closure Start Date: **10/14/22** Time: 1 pm Closure End Date: **10/14/22** Time: 8 pm

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: To power equipment for our DJ/MC
Amount of electrical wattage needed: 15-20-amp circuit outlets Amount of plug ins: 2
Locations of where plugs are needed: CP Federal City Square Ampitheatre

****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 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.

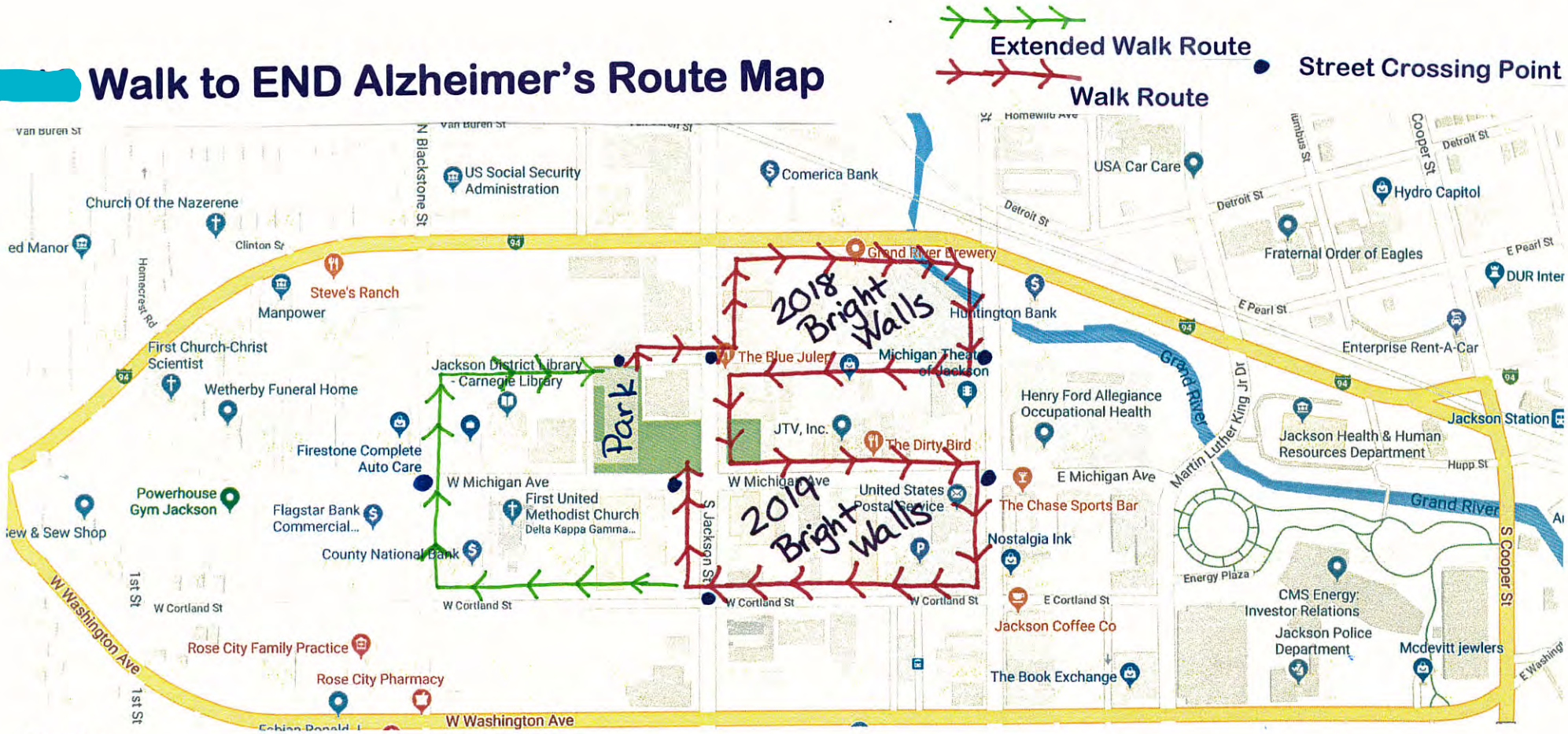
Signature: _____

Date: _____

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS***** Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 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

[redacted] Walk to END Alzheimer's Route Map



Route:

Exit Park to the Right of the amphitheater – CROSS at the crosswalk between Blackman Park and Congregational Church – Proceed on Courtland – CROSS Jackson Street and turn LEFT on Jackson Street (along Veach's, Gilbert's and Kelly's) – Turn RIGHT at Louis Glick (do not cross) – Turn RIGHT at Mechanic Street (do not cross) – CROSS Courtland Street and turn RIGHT to proceed on Courtland (along the side of Michigan Theater, Shupbach's) – Turn LEFT at Jackson St. and Courtland (along Blue Julep, Casler Hardware) – Turn LEFT at Michigan Ave (along the Blake Building, JTV, Dirty Bird, etc.) – Turn RIGHT and CROSS Michigan Ave. at Mechanic Street – Proceed South – Turn RIGHT on Courtland (do not cross) – proceed West on Courtland (behind the post office) – THEN CHOOSE YOUR ROUTE:

1 Mile: CROSS over Jackson Street, turning RIGHT onto Jackson St. (along Field's Building) – CROSS Michigan Ave at the Millennium Clock and return to the park for a great musical performance!

2 Mile: CROSS over Jackson Street and continue on Courtland – Turn RIGHT at Blackstone (do not cross) – CROSS Michigan Ave and continue on Blackstone – Turn RIGHT at Pearl Street (do not cross) – Return to Blackman Park for a great musical performance!

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2022

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

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

PRODUCER Lamb, Little & Co/Inszone Insurance Services 1101 Perimeter Drive, Suite 500 Schaumburg IL 60173	**CONTACT NAME:** Sandy Crespin **PHONE (A/C, No, Ext):** 847-719-7877 **FAX (A/C, No):** 847-398-7077 **E-MAIL ADDRESS:** screspin@inszoneins.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company / 18058 **INSURER B :** Twin City Fire Insurance Co / 29459 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED ALZHE-2 Alzheimer's Disease & Related Disorders Association, Inc. 225 N. Michigan Ave Ste 1700 Chicago IL 60601	

COVERAGES **CERTIFICATE NUMBER:** 2132088427 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Sex Abuse/Molest X Soc Serv Prof GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PHPK2389542	3/11/2022	3/11/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	PHPK2389542	3/11/2022	3/11/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM/UIM	$ 1,000,000 $ $ $ $ 1,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			PHUB806485	3/11/2022	3/11/2023	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	83WEBU6934	3/11/2022	3/11/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	D&O, EPLI PROFESSIONAL LIABILITY			PHSD1699565 PHPK2389542	3/11/2022 3/11/2022	3/11/2023 3/11/2023	D&O $50/EPLI $50K RET OCC 1,000,000/AGGR	10,000,000 3,000,000

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

Michigan Great Lakes Chapter
RE: Jackson Walk to End Alzheimer's Event held October 14, 2022 at Horace Blackman Park
Downtown Development Authority and the City of Jackson are Additional Insured for operations conducted by the insured. Subject to policy terms and conditions.
**Bounce Houses and other rebounding devices are excluded from any liability coverage on this policy.

CERTIFICATE HOLDER

City of Jackson
161 W Michigan Ave
Jackson MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: PHPK2389542

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Jackson 161 W Michigan Ave Jackson, MI 49201-1315
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

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

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

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

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

whichever is less.

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

© Insurance Services Office, Inc., 2012

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: July 12, 2022

SUBJECT: Special Event Application for the Back to School Blast

---

Recommendation:

Approve a request from the First United Methodist Church to host the Back to School Blast on August 4, 2022 in Horace Blackman Park and downtown streets.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Back to School Blast.

I recommend approval of the Back to School Blast. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 12, 2022

RECOMMENDATION: Approve a request from the First United Methodist Church to host the Back to School Blast on August 4, 2022 in Horace Blackman Park and downtown streets.

.SUMMARY: A free community event offering outreach and services to families and children as they prepare for the 2022-2023 school year.

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		$200.00
		TOTAL	***$200.00***

CONDITIONS & CONSIDERATIONS

Electricity, road closures

INSURANCE STATUS

Approved and on file with the office of the City Attorney

ATTACHMENTS: Special Event Application: Back to School Blast

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:	First United Methodist Church		
Address:	275 W Michigan Ave. Jackson, MI 49201	Phone: (517) 787-6460	
Tax ID#: 38-1501144	Website: www.firstumcjackson.org		
Contact Name: Jessica Embury	Phone: 517-414-8396	Email: jessicaembury777@msn.com	
Contact Name: Fran Adams	Phone: 517-581-8435	Email: glfcadams@yahoo.com	
Contact Name During Event: Jessica Embury	Phone: (517) 414-8396		

Event Information

Event Name: Back to School Blast

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
08/4/2022	11AM	3PM	7PM	7PM

Has this event occurred before? ☑Yes, (if yes, how many previous years? 2018 and 2019 ☐No

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

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

☐Walk/Run ☑Festival ☐March/Parade ☐Other:_____

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:_____

☑ Streets: W Michigan Ave between Hayes Court and N. Jackson Street must be closed

☐Other Park:_____

Brief description of Event

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

See email

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

Street Name: W.Michigan Ave Cross Streets N.Jackson St./Hayes Court

Closure Start Date: 8/4/2022 Time: 11AM Closure End Date: 8/4/2022 Time: 7PM

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: Outlet for the bounce house
Amount of electrical wattage needed: 115 V between 7-14 amps Amount of plug ins: One
Locations of where plugs are needed: See Map

****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 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

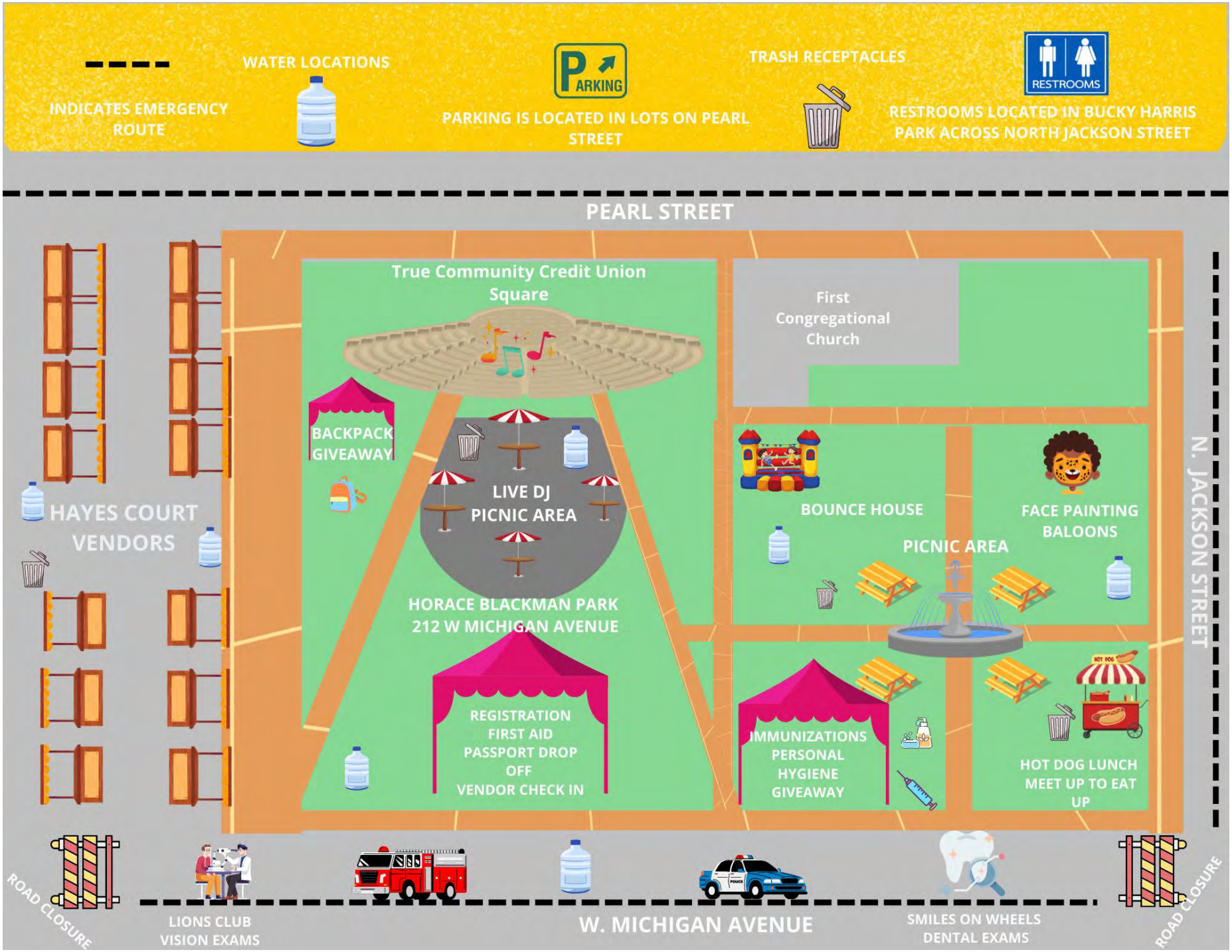
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will 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: _____

Date: _____

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 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


INDICATES EMERGENCY ROUTE
WATER LOCATIONS
PARKING
PARKING IS LOCATED IN LOTS ON PEARL STREET
TRASH RECEPTACLES
RESTROOMS
RESTROOMS LOCATED IN BUCKY HARRIS PARK ACROSS NORTH JACKSON STREET
PEARL STREET
True Community Credit Union Square
First Congregational Church
BACKPACK GIVEAWAY
LIVE DJ PICNIC AREA
HAYES COURT VENDORS
HORACE BLACKMAN PARK
212 W MICHIGAN AVENUE
BOUNCE HOUSE
FACE PAINTING BALOONS
PICNIC AREA
REGISTRATION
FIRST AID
PASSPORT DROP OFF
VENDOR CHECK IN
IMMUNIZATIONS
PERSONAL HYGIENE
GIVEAWAY
HOT DOG LUNCH
MEET UP TO EAT UP
N. JACKSON STREET
ROAD CLOSURE
LIONS CLUB
VISION EXAMS
W. MICHIGAN AVENUE
SMILES ON WHEELS
DENTAL EXAMS
ROAD CLOSURE

FIRST29 OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2022

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

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

PRODUCER Shilton & Associates, Inc. Dave Shilton 660 Cascade West Parkway, SE Grand Rapids, MI 49546 David W. Shilton	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED First United Methodist 275 West Michigan Avenue Jackson, MI 49201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Brotherhood Mutual INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		21M5A0425394	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 6,000,000 $ 6,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Certificate of Liability with regards to the Back to School Blast community event on August 4th, 2022. Commercial General Liability Additional Insured City of Jackson, subject to the coverage provided by the referenced policy.

CERTIFICATE HOLDER

CITYJ-2

City of Jackson & Downtown Development Authority
161 W Michigan Ave
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Shilton

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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: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: July 12, 2022

SUBJECT: Special Event Application for Bikeability

Recommendation:

Approve a request from Disability Connections to host Bikeability on July 30, 2022 in City Parking Lot #3.

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

I recommend approval of Bikeability. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 12, 2022

RECOMMENDATION: Approve a request from Disability Connections to host Bikeability on July 30, 2022 in City Parking Lot #3.

.**SUMMARY:** A free biking event for all ages and abilities.

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

N/A

INSURANCE STATUS

Approved and on file with the office of the City Attorney

ATTACHMENTS: Special Event Application: Bikeability

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: disAbility Connections, Inc.		
Address: 409 Linden Ave		Phone: (517) 782-6054
Tax ID#: 38-1410475	Website: disabilityconnect.org	
Contact Name: Brian Elliott	Phone: 989-400-9990	Email: brian@disabilityconnect.org
Contact Name: Lora Bigcraft	Phone: 517-998-3081	Email: lora@disabilityconnect.org
Contact Name During Event: Brian Elliott		Phone: (989) 400-9990

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
July 30, 2022	10:30 am	11 AM	3 pm	4 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? 100 - 150

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

☐Walk/Run ☐Festival ☐March/Parade ☒Other: Adaptive Bike Event

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: City Parking Lot #3 (between W Washington & W. Wesley)

☐ 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.

See attached

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

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

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

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

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

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

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

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

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: _____

Date: 6.16.22

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 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

Bike*ABILITY*

A FREE biking event for ALL ages and abilities. We will have a variety of accessible bikes onsite for people to try; including hand-cycles, recumbent bikes and trikes. Adult and children's bikes will be available. This opportunity is great for anyone with limited use of their legs, those with unsteady balance, or any that just want to give biking a try. Bring your own bike if you have one; family and friends are welcome to join in the experience as well. A bike expert will be showing the basics of bikes so NO experience is necessary. Life is a beautiful ride.... Especially on a bike!

Saturday, July 30, 2022 from 11am to 3pm in the parking lot across from the Jackson YMCA.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2022

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

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

PRODUCER
Walton Insurance Group
2929 Spring Arbor Rd.
P.O. Box 3029
Jackson MI 49204

CONTACT NAME: Kathleen DeLaney
PHONE (A/C, No, Ext): (517) 796-6226
FAX (A/C, No): (517) 796-6226
E-MAIL ADDRESS: kdelaney@waltoninsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkshire Hathaway Specialty Ins Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
disAbility Connections Inc.
409 Linden Ave
Jackson MI 49203

COVERAGES **CERTIFICATE NUMBER:** CL2261524825 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		47SPK25504406	7/26/2022	7/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			47SUM25504606	7/26/2022	7/26/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured for event taking place July 30, 2022.

CERTIFICATE HOLDER

(866) 971-2151 sallard@cityofjackson.org

City of Jackson
Downtown Development Authority
161 W Michigan Ave
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
K DeLaney/KDELA

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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: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: July 12, 2022

SUBJECT: Special Event Application for United Way Company Picnic

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Recommendation:

Approve a request from the United Way of South Central Michigan to host their company picnic on July 21, 2022 in Horace Blackman Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the United Way Company Picnic.

I recommend approval of the United Way Company Picnic. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 12, 2022

RECOMMENDATION: Approve a request from the United Way of South Central Michigan to host their company picnic on July 21, 2022 in Horace Blackman Park.

.**SUMMARY:** A company picnic

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

N/A

INSURANCE STATUS

Approved, pending receipt of the necessary certificate of insurance

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ATTACHMENTS: Special Event Application: United Way Company Picnic

JACKSON
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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: United Way of South Central Michigan		
Address: 536 North Jackson St. (Jackson office)		Phone: (517) 784-0511
Tax ID#: 38-1359193	Website: unitedforscmi.org	
Contact Name: Beth Shafer	Phone: 517- 914-3212 (cell)	Email: b.shafer@uwscmi.org
Contact Name: Stephanie Schiro	Phone: 517-741-0202	Email: s.schiro@uwscmi.org
Contact Name During Event: Beth Shafer (use cell - above)		Phone: (517) 796-5119 (office)

Event Information

Event Name: Company Picnic

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
THU JULY 21st	11 AM	11:30 AM	12:30 PM	

PICNIC LUNCH

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

Do you expect this event to occur again next year? No What is the expected attendance for this event? ~50

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

☐Walk/Run ☐Festival ☐March/Parade ☒Other: Company Picnic

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:_____

☐ 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.

Company picnic to celebrate merger

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

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

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

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

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

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

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

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☒Other: EMPTY TRASH AFTER

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: Beth Shafer

Date: 6-28-2022

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS***** Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 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: July 12, 2022

SUBJECT: Special Event Application for Downtown Day

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host Downtown Day on July 31, 2022 in Horace Blackman Park, Bucky Harris Park, and various downtown sidewalks/parking lots.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for Downtown Day.

I recommend approval of the Downtown Day event. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 12, 2022

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host their Downtown Day on Sunday, July 31, 2022 from 11 am – 4 pm in downtown Jackson.

SUMMARY: Retail event featuring food trucks, sidewalk sales, craft vendors, music, inflatables, and shopping fun

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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		$200.00
		TOTAL	***$200.00***

CONDITIONS & CONSIDERATIONS

Additional garbage cans & picnic tables; no-parking tripods, electrical for food trucks

INSURANCE STATUS

This event is covered under the City of Jackson's insurance policy.

ATTACHMENTS: Special Event Application: Downtown Day

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: Jackson Downtown Development Authority		
Address: 161 W. Michigan Avenue Jackson, MI 49201		Phone: (517) 768-6410
Tax ID#:	Website: www.jacksondda.org	
Contact Name: Cory Mays	Phone:	Email: cmays@cityofjackson.org
Contact Name:	Phone:	Email:
Contact Name During Event: SAME		Phone: (517) 748-6518

Event Information

Event Name: Downtown Day

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Sunday, July 31	9 am	11 am	4 pm	5 pm

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

Do you expect this event to occur again next year? YES What is the expected attendance for this event? 400-500

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

☐Walk/Run ☒Festival ☐March/Parade ☐Other:_____

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

☒Horace Blackman Park

☒Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☒Other Location: Downtown Sidewalks ; parking lot #8 (post office)

☒ Streets: Michigan Ave, Jackson, Mechanic (angled parking spaces only)

☐Other Park:_____

Brief description of Event

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

A downtown shopping and family-friendly event featuring food trucks, pop-up vendors, live music, inflatables, and a dunk tank.

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

☒ **Electrical Power:** Indicate electrical requirements: Outlets on the side of Lean Rocket Lab
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: Health Dept. License, from the DDA-approved list
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: Red tripods for parking space closures (18); 6 trash cans (1 each at of the 6 food truck stations); 6 picnic tables (1 at each of the 6 food truck stations).; restrooms will be placed in Bucky Harris Park (2)

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: Cory L. Mays

Date: 7/1/22

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS***** Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 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

LOUIS GLICK HWY.
Public Parking
Food Truck
PEARL ST.
BLACKSTONE ST.
JACKSON ST.
Food Truck
MECHANIC ST.
Food Truck
WEST MICHIGAN AVE.
Food Truck
Food Truck
CORTLAND ST.
Food Truck
Food trucks will park in angled parking spaces only, and no roads will be closed. Please place 1 trash can and 1 picnic table near each food truck location. Thanks!

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: July 12, 2022

SUBJECT: Adopt a resolution permitting an a Michigan Liquor Control Outdoor Service Area permit for OGMA Brewing

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Recommendation: Adopt a resolution permitting an a Michigan Liquor Control Outdoor Service Area permit for OGMA Brewing

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Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

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

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

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
(township, city, village)

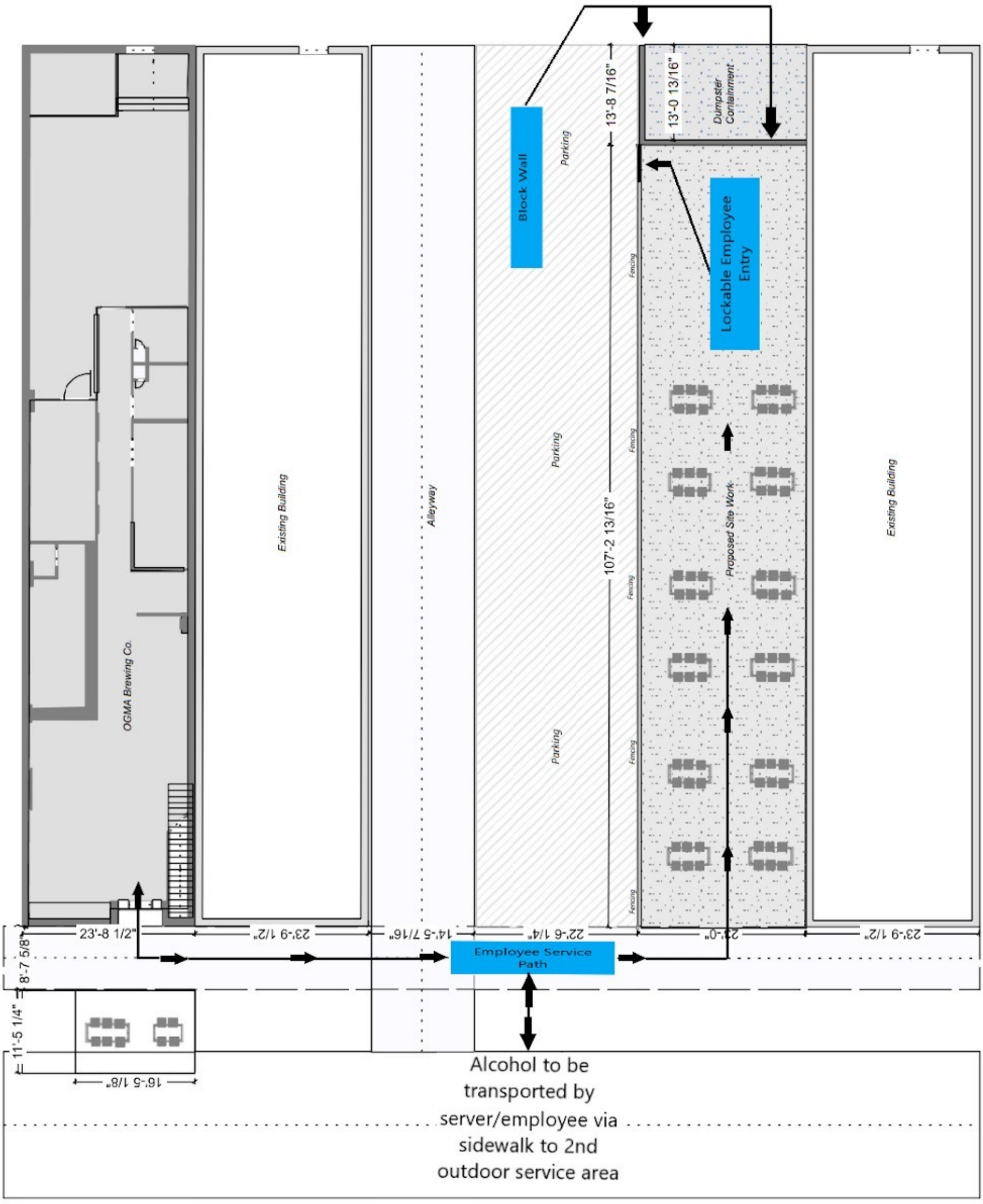
council/board at a _____ meeting held on _____
(regular or special) (date)

Print Name of Clerk	Signature of Clerk	Date

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

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.


OGMA Brewing Co.
Existing Building
Alleyway
Parking
Parking
Parking
Block Wall
Fencing
Fencing
Fencing
Fencing
13'-8 7/16"
13'-0 13/16"
Dumpster Containment
Lockable Employee Entry
107'-2 13/16"
Proposed Site Work
Existing Building
23'-8 1/2"
23'-9 1/2"
14'-5 7/16"
22'-6 1/4"
23'-0"
23'-9 1/2"
8'-7 5/8"
11'-5 1/4"
16'-5 1/8"
Employee Service Path
Alcohol to be transported by server/employee via sidewalk to 2nd outdoor service area

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: July 12, 2022

SUBJECT: Second Reading/Final Adoption Ordinance No. 2022-05

RECOMMENDATION:

Approve the second reading/final adoption of an ordinance amending Chapter 14 of the Jackson Code of Ordinance in order to replace the Michigan Residential Code with the International Property Maintenance Code.

Ordinance No. 2022-05 was advanced to a second reading at the June 14, 2022 Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

ORDINANCE NO. 2022-05

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 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.

The foregoing Ordinance No. 2022-05 was adopted by the Jackson City Council on the 12th day of July, 2022 and a summary published on July 17, 2022.

_____

Daniel Mahoney, Mayor

_____

Andrea Muray, City Clerk

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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 deter~~ioration. 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~~

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~~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~~

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: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 25, 2021

SUBJECT: **Recommendation of Approval of the Second Renewal of the 2020 Pavement Marking Contract**

Recommendation:

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

Attached is a report from Jon Dowling, City Engineer, requesting renewal of the City's Pavement Marking Contract for the 2022 construction season.

I recommend approval of the renewal as requested. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 12, 2022

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

SUMMARY

On September 8, 2020, City Council approved the award of the 2020 Pavement Marking Contract to PK Contracting, Inc. of Troy, Michigan in the amount of $73,308.00. This contract is subject to two 1-year renewal at the same unit prices as the original contract. PK Contracting, Inc. has submitted the attached letter indicating their desire to renew the contract to provide pavement marking services for the 2022 construction season.

BUDGETARY CONSIDERATIONS

This project will be paid for out of Major Street Traffic Service funds.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson has approximately 55 miles of major streets on which pavement markings must be maintained for the safety of motorists. The project consists of long line painting on major streets along with markings for crosswalks, stop bars, bike symbols, railroad symbols and turn arrows.

We plan to paint the long lines annually and replace the plastic symbols as needed.

POSITIONS

In concurrence with the Purchasing Agent, it is Engineering's recommendation that the second renewal of the 2020 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan, in the estimated amount of $73,308.00 be approved, and the Mayor and City Clerk be authorized to execute the appropriate document(s).

ATTACHMENTS

PK CONTRACTING

MAIN OFFICE
1965 Barrett Drive
Troy, MI 48084-5372
PHONE 248-362-2130
FAX 248-362-4969

West MI Office
8139 Douglas Ave
Kalamazoo, MI 49009
PHONE 269-385-3222
FAX 269-385-3264

North MI Office
6344 Blue Road (M-55)
Lake City, MI 49651
PHONE 231-839-4430
FAX 231-839-4737

Central MI Office
3900 S. US-27
St. Johns, MI 48879
PHONE 989-292-4400
FAX 989-292-4401

June 13, 2022

To: City of Jackson

Attn: Laura North

P.K. Contracting, LLC, agrees to renew the Pavement Marking contract with the City of Jackson from the 2021 contract. It is understood that by renewing the contract, all quantities and materials will remain the same as in 2021.

Thanks,

Nicholas C. Shea
Vice President

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: July 12, 2022

SUBJECT: **Resolution of Support and Commitment for the Statewide Local Agency Bridge Bundle Pilot Project**

RECOMMENDATION:

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

Attached is a memo from Jon H. Dowling, City Engineer, regarding the above referenced resolution for the East Ganson Street bridge over the Grand River.

I recommend approval. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon H. Dowling, P.E.

DATE: July 12, 2022

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

SUMMARY

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

BUDGETARY CONSIDERATIONS

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

HISTORY, BACKGROUND and DISCUSSION

MDOT started the Statewide Local Agency Bridge Bundle Pilot Project in the spring of 2018. In the spring of 2020 the City of Jackson was notified that the E. Washington Avenue bridge over the Grand River was one of the 20 bridges to be included in the Pilot program. In the spring of 2022 the City was notified that the East Ganson Street bridge over the Grand River was selected for preliminary engineering to design the future bridge work.

DISCUSSION OF THE ISSUE

The E. Ganson Street bridge over the Grand River was originally constructed in 1956. The bridge was posted with weight limits in January 2019. The last bridge inspection in 2020 listed the structure condition as serious. This project will remove and replace the bridge superstructure, leaving the existing foundations in place.

POSITIONS

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

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

RESOLUTION OF COMMITMENT AND SUPPORT FOR THE

STATEWIDE LOCAL AGENCY BRIDGE BUNDLE PROGRAM

WHEREAS, the Michigan Department of Transportation ("MDOT") has undertaken an initiative to address the needs of Michigan's local bridge conditions through an innovative delivery method known as "bridge bundling;"

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

WHEREAS, MDOT has identified funding for Phase II of the BUNDLE PROGRAM and has screened and selected a number of local bridges from a statewide review for inclusion in same, with no local cash match or local funding required;

WHEREAS, the City of Jackson ("CITY") has agreed to the inclusion of early preliminary engineering (EPE) and preliminary engineering (PE) work on the following bridge(s) in the BUNDLE PROGRAM:

EAST GANSON STREET BRIDGE OVER THE GRAND RIVER

subject to final approval by MDOT and FHWA, if applicable;

WHEREAS, the CITY understands that the work as planned will be undertaken at no cost to the CITY;

WHEREAS, the CITY acknowledges that any requests to add or include work to the BUNDLE PROGRAM identified by MDOT to be either maintenance-related, a betterment or non-structural improvement to the planned scope shall only be undertaken subject to the approval of MDOT and at 100% CITY cost, except for widening for non-motorized transportation purposes supported by approved local or regional master plans developed in a manner consistent with applicable federal and state requirements;

WHEREAS, the CITY acknowledges that neither MDOT nor its third-party agents, contractors or consultants are assuming any ownership or responsibility for the future operation or maintenance of the designed improvements if subsequently constructed in connection with the BUNDLE PROGRAM;

WHEREAS, both parties agree that if there are any performance warranties, as part of a subsequent construction phase of the project, MDOT will oversee said warranted work, during the warranty period;

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

WHEREAS, the CITY has designated an employee representative ("CHAMPION") to serve as a point person for the CITY with necessary authority and resources to act and direct its staff and third-party agents to facilitate coordination of its portion of the BUNDLE PROGRAM with MDOT;

WHEREAS, the CITY hereby acknowledges that MDOT and its consultants have the appropriate authority to act on its behalf in the planning, design, and administration of the BUNDLE PROGRAM, while allowing CITY staff input during design if desired;

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

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

NOW THEREFORE BE IT RESOLVED, the CITY hereby agrees to support implementation of the BUNDLE PROGRAM to help facilitate the overall goal of improving local bridge conditions in Michigan.

****

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

I, Andrea Muray, Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 12th day of July, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 13th day of July, 2022.

_____ _____

Daniel Mahoney, Mayor Andrea Muray, City Clerk

EXHIBIT A

RESPONSIBILITIES OF LOCAL AGENCY CHAMPIONS

THE CITY OF JACKSON ("CITY") agrees to support its designated CHAMPION* and other staff to take the following actions as necessary and if applicable on behalf of the CITY to participate in the BUNDLE PROGRAM:

1. Review and sign environmental permit applications on behalf of the agency, being developed and prepared by MDOT or its consultants on its behalf;

2. Allow MDOT representatives to perform preliminary engineering work on site (surveying, scoping, etc.) and assisting with any routine traffic controls needed;

3. Respond in a timely manner or within deadlines established by MDOT to requests from MDOT or its consultants for relevant data or input on engineering plans or other the BUNDLE PROGRAM-related documents;

4. Issue permits (right-of-way occupancy, trucking, etc.) to MDOT's contractor within deadlines established by MDOT at no cost under uniform or near-uniform conditions as other agencies with the BUNDLE PROGRAM bridges;

5. Meet MDOT, its consultants, regulatory agency representatives or contractor to review site conditions and discuss planned actions and impacts, such as detour routes, work zone safety and maintenance of traffic requirements;

6. Assist MDOT with identifying detour route(s), including coordinating with adjacent jurisdictions if the detour impacts neighboring roads, with the understanding that the CITY will be responsible for any over and above routine maintenance costs and liability associated with damages to the detour route, and the contractor will be responsible for any liability costs associated with traffic controls;

7. Develop and implement an actionable plan to facilitate fulfillment of future life-cycle maintenance responsibilities of the completed improvement consistent with sound principles of asset management;

8. Take administrative actions as necessary to support the BUNDLE PROGRAM budget, quality and schedule goals;

9. Its designated CHAMPION, on behalf of the CITY, shall lead with support from MDOT and its consultant team, in local public meetings or stakeholder engagement (as needed) to support efforts to inform the public of the program and local impacts;

10. Take additional actions deemed necessary by FHWA to support successful implementation of the BUNDLE PROGRAM.

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

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 Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: July 12, 2022 City Council Meeting

SUBJECT: **First Reading: Adoption of amendment to Section 2-528 under Chapter 2, Article VI of the Jackson Code of Ordinances.**

RECOMMENDATION: **Approve amendment to Section 2-528 under Chapter 2, Article VI of the Jackson Code of Ordinances.**

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: July 12, 2022 City Council Meeting

RECOMMENDATION: **Approve amendment to Chapter 2, Article VI, Sec. 2-528 of the Jackson Code of Ordinances.**

SUMMARY

The attached amendment to Section 2-528 under Chapter 2, Article VI would revise the number of Retirement System Board of Trustees members, changing the current Board composition of 13 members back to 9 members by deleting Section 2-528, subsections (b) (7), (8) and (9) and thereby removing the finance director; an appointed official of the city, and two members of the retirement system appointed by the City Manager as members of the Board of Trustees. A 9 member Board existed prior to 2016.

HISTORY, BACKGROUND AND DISCUSSION

Attached hereto is a memorandum from Pension Coordinator Sandy Sykes, detailing the Employees Retirement System Board of Trustees' approval of a change to revert the composition of the Board to what which existed prior to September of 2016, when Section 2-528 was last amended. This amendment would return the Board to a more streamlined number of members. The Finance Director would cease to be a voting member, but would remain an attendee and financial consultant for all Board business. Regarding subsections (b) (8) and (9), an individual was appointed at one time under subsection (9) in late 2016, but then became an elected trustee. The 3 remaining positions in subsections (8) and (9) have been vacant since that time.

POSITION

The City Manager and the Retirement System Board of Trustees recommends that the attached amendments to Code section 2-528 be approved and adopted for First Reading.

ATTACHMENTS: Clean Version of Proposed Amendments
Track Changes Version of Proposed Amendments
Pension Coordinator Memorandum

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND THE NUMBER OF MEMBERS OF THE BOARD OF TRUSTEES OF THE CITY OF JACKSON EMPLOYEE RETIREMENT SYSTEM UNDER CHAPTER 2, ADMINISTRATION, ARTICLE VI, RETIREMENT SYSTEM, BY REVISING SECTION 2-528 OF THE CITY OF JACKSON CODE OF ORDINANCES.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend the number of members of the Board of Trustees of the City of Jackson Retirement System from thirteen (13) members to nine (9) members.

Section 2. That Section 2-528 Article VI of Chapter 2, Administration Article VI, Retirement System, Section 2-528 of the City of Jackson Code of Ordinances be amended as follows:

Sec. 2-528. Board of trustees—Responsibilities and duties; composition.

(a) The general authority for administration, management and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions of the retirement system is hereby vested in a board of trustees.

(b) The board of trustees shall consist of the following nine (9) persons:

(1) The mayor or his or her designated representative.

(2) A member of the city council who shall be selected by the city council to serve at the pleasure of the city council.

(3) The city manager.

(4) The city clerk.

(5) A person who is an elector of the city and who is not a member, retirant or beneficiary appointed by the city council.

(6) Four (4) members of the retirement system elected by the members of the retirement system. Not more than two (2) of these four (4) shall be from any one (1) city division or department. Elections of member trustees shall be held in accordance with rules adopted by the board of trustees.

Section 3. Effective Date.

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

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND THE NUMBER OF MEMBERS OF THE BOARD OF TRUSTEES OF THE CITY OF JACKSON EMPLOYEE RETIREMENT SYSTEM UNDER CHAPTER 2, ADMINISTRATION, ARTICLE VI, RETIREMENT SYSTEM, BY REVISING SECTION 2-528 OF THE CITY OF JACKSON CODE OF ORDINANCES.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend the number of members of the Board of Trustees of the City of Jackson Retirement System from thirteen (13) members to nine (9) members.

Section 2. That Section 2-528 Article VI of Chapter 2, Administration Article VI, Retirement System, Section 2-528 of the City of Jackson Code of Ordinances be amended as follows:

Sec. 2-528. Board of trustees—Responsibilities and duties; composition.

(a) The general authority for administration, management and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions of the retirement system is hereby vested in a board of trustees.

(b) The board of trustees shall consist of the following nine ~~thirteen~~ (9~~13~~) persons:

(1) The mayor or his or her designated representative.

(2) A member of the city council who shall be selected by the city council to serve at the pleasure of the city council.

(3) The city manager.

(4) The city clerk.

(5) A person who is an elector of the city and who is not a member, retirant or beneficiary appointed by the city council.

(6) Four (4) members of the retirement system elected by the members of the retirement system. Not more than two (2) of these four (4) shall be from any one (1) city division or department. Elections of member trustees shall be held in accordance with rules adopted by the board of trustees.

~~(7) The finance director of the city.~~

~~(8) An appointed official of the city selected by the city council to serve at the pleasure of the city council.~~

~~(9) Two (2) members of the retirement system appointed by the city manager. These two shall not be from the same division or department.~~

Section 3. Effective Date.

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

CITY OF JACKSON
Founded 1829

Employees Retirement System

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 768-6382 • Facsimile: (877) 509-5389

June 6, 2022

TO: Matthew Hagerty, City Attorney

FROM: Sandy Sykes, Pension Coordinator

SUBJECT: ERS Board of Trustees – Board Composition

At the May 4, 2022 meeting of the Employees Retirement System Board of Trustees, the board voted to request an Ordinance Amendment regarding the composition of the board in order to return to a nine-member board.

History: The board composition is located in the City Code of Ordinances, *Chapter 1-Administration, Article VI-Retirement System, Section 2-528(b) - Board of trustees - Responsibilities and duties; composition*. The last amendment was September 6, 2016, which increased the number of board members from nine to thirteen, via items (7), (8) and (9).

(b) The board of trustees shall consist of the following thirteen (13) persons:
(1) The mayor or his or her designated representative.
(2) A member of the city council who shall be selected by the city council to serve at the pleasure of the city council.
(3) The city manager.
(4) The city clerk.
(5) A person who is an elector of the city and who is not a member, retirant or beneficiary appointed by the city council.
(6) Four (4) members of the retirement system elected by the members of the retirement system. Not more than two (2) of these four (4) shall be from any one (1) city division or department. Elections of member trustees shall be held in accordance with rules adopted by the board of trustees.
(7) The finance director of the city.
(8) An appointed official of the city selected by the city council to serve at the pleasure of the city council.
(9) Two (2) members of the retirement system appointed by the city manager. These two shall not be from the same division or department.
(Code 1977, § 1.338; Ord. No. 92-4, § 1, 4-7-92; Ord. No. 94-1, § 1, 2-1-94; Ord. No. 2016-18, § 2, 9-6-16)

Current – Draft Board Action: At their May 4, 2022 meeting, board composition was addressed. It was noted that, in the ordinance in its current form, potential positions in items (8) and (9) have remained vacant for the majority of the time since the 9/6/16 amendment. Removing those positions, also reverting the City's Finance Director (7) to a consulting attendee rather than a voting member would streamline the board to back to a more efficient size of nine members. It was moved by Phil Hones, supported by Charles Keeling and approved unanimously to request the ordinance amendment.

Thank you for your assistance.

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: July 12, 2022

SUBJECT: **Contract Award for 2022 Trail Construction Engineering**

RECOMMENDATION:

> **Approval of the award for the 2022 Trail Construction Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan for $344,706.75, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

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

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 12, 2022

RECOMMENDATION: Approval of the award for the 2022 Trail Construction Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan for $344,706.75, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On June 14, 2022, qualification documents and proposals were received from five consultants by the Purchasing Coordinator for preliminary and construction engineering services required for trail design and construction engineering along the Martin Luther King Equality Trail from Weatherwax to Merriman and the Woodsum connector to the Elmdale path. The qualifications and proposals were reviewed by a team consisting of Jon Dowling, City Engineer, Troy White, Assistant City Engineer, and Alison Delor, Summer Intern.

BUDGETARY CONSIDERATIONS

The following is a list of firms submitting proposals and their rating as ranked by the review team. The Engineer's estimate for this project was $375,000.00. Cost proposals were opened and reviewed for the two highest ranking firms. Hubbell, Roth & Clark had the highest rating and a cost of $344,706.75. The construction portion of this project has grants from the Michigan Department of Natural Resources and Surface Transportation Block Grant funds.

Company	Rating (1000 max.)	Cost
Hubbell, Roth & Clark, Inc., Jackson, MI	847	$344,706.75
OHM Advisors, Ann Arbor, MI	819	$563,163.00
Eng., Inc., Lansing, MI	739	
Spaulding DeDecker, Novi, MI	713	
Mannik & Smith Group, Inc., Okemos, MI	493	

Unlike bid solicitations, Requests for Qualifications and Proposals (RFQPs) are requested for professional services and are designed to allow the respondents to demonstrate their understanding of the project needs and their qualifications to perform the work. The City follows the Brooks Act for Qualification Based Selection (QBS) in the evaluation of the proposals with some modification to allow for consideration of cost. A point system is used to evaluate proposals and select the most qualified firms that consider experience, method of approach, time and effort, and understanding of the project. Cost proposals are opened and evaluated only for the most qualified firms, preventing potential Freedom of Information Act exposure to cost information by unsuccessful respondents.

HISTORY, BACKGROUND and DISCUSSION

This contract includes preliminary and construction engineering services required for trail design and construction engineering along the Martin Luther King Equality Trail from Weatherwax to Merriman and the Woodsum connector to the Elmdale path. Construction is scheduled to commence in the summer of 2023 for Phase I, Phases II and IV are scheduled to commence in the summer of 2024 and Phases III and V are scheduled to commence in the summer of 2025.

DISCUSSION OF THE ISSUE

Attached for your review are the worksheets used to determine the level of qualification for each firm. These sheets show the critical elements that were considered during the rating process. After consideration of the written proposals of each respondent and the costs and man-hours dedicated by the two firms deemed most qualified, Engineering recommends that the contract be awarded to Hubbell, Roth & Clark, Inc. (HRC).

POSITIONS

Based upon their qualification ranking, and in concurrence with the Purchasing Agent, Engineering recommends that the contract for the 2022 Trail Construction Engineering be awarded to Hubbell, Roth and Clark, Inc., of Jackson, MI, at their not-to-exceed cost of $344,706.75. We also request that the Mayor and City Clerk be authorized to sign the contract documents.

ATTACHMENTS

PROPOSAL REVIEW SUMMARY FOR RFQP 22-07 TRAIL ENGINEERING

	Experience/Qualifications			Understanding of the Problem			Method of Approach			Level of Effort			Results		
			Weight (A) = 20			Weight (B) = 25			Weight (C) = 30			Weight (D) = 25			
			# of Fields (E) = 14			# of Fields (F) = 18			# of Fields (G) = 21			# of Fields (H) = 10			
Firm	J Graded Pnts	K Pnts (Out of 10) J / E	L Weighted Pnts A x K	M Graded Points	N Pnts (Out of 10) M / F	P Weighted Pnts N x B	Q Graded Points	R Pnts (Out of 10) Q / G	S Weighted Pnts R x C	T Graded Points	U Pnts (Out of 10) T / H	V Weighted Pnts U x D	Total Pnts L + P + S + V	Rank	Total Hours All Tasks
HRC	12.0	8.6	171.0	16.0	8.9	222.0	16.0	7.6	229.0	9.0	9.0	225.0	847.0	1	3,281
OHM	11.0	7.9	157.0	14.0	7.8	194.0	17.0	8.1	243.0	9.0	9.0	225.0	819.0	2	5,294
ENG	9.0	6.4	129.0	13.0	7.2	181.0	16.0	7.6	229.0	8.0	8.0	200.0	739.0	3	3,094
SDD	10.0	7.1	143.0	13.0	7.2	181.0	15.0	7.1	214.0	7.0	7.0	175.0	713.0	4	3,067
MSG	8.0	5.7	114.0	15.0	8.3	208.0	12.0	5.7	171.0	0.0	0.0	0.0	493.0	5	0

HRC

RFQP 22-07 NON-MOTORIZED TRAIL ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTADING OF PROBLEM 16/18

1) Project location – MLK Equality Trail from Weatherwax to Merriman ✓
2) Project location – Woodsum Connector from Elmdale Trail at Jackson & South to MLK Equality Trail ✓
3) Trail name is MLK Equality Trail – not Inter City Trail ✓
4) Proposed trail(s) will be 12-foot concrete ✓
5) Limits for each Task ✓
6) Flashing warning signs at street crossings between Prospect and Merriman ✓
-1/2 7) Trail to be constructed in 5 phases (Tasks) between 2023 and 2025 – in method, not understanding
8) Tasks I, IV and V funded by state MDNR grant ✓
9) Tasks II and III funded by federal STBG grant ✓
-1/2 10) Condition of existing trail (narrow, surface failures, overgrown) kind of
11) Existing lighting between Prospect and Merriman to remain ✓
12) Lighting to be constructed in 2022 between Weatherwax and Prospect to remain ✓
-1 13) Acknowledgement of season constraints for tree removals due to endangered species No.
14) Acknowledgement of unstable soils ✓
15) ADA compliance for proposed trails ✓
16) Trail will be closed during construction ✓
17) COJ provided material testing ✓
18) Completion dates for each Task ✓

METHOD 16/21

1) Soil borings ✓
2) Topographic survey ✓
3) COJ CAD standards ✓
-1 4) AASHTO design standards No.
-1 5) Extensive clearing to remove overgrowth No.
-1 6) Upgrade all signing with project area to current standards No.
7) MDOT standard specs ✓
8) City of Jackson SPs ✓
9) Programming for STBG funded Tasks ✓
-1 10) Public hearing to temporarily closed F4 trail during construction No.
11) Grade Inspection for STBG funded Tasks ✓
12) MDOT Letting for STBG funded Tasks ✓
13) City Letting for MDNR funded Tasks ✓
-1 14) Signed detour routes for trail closures No.
15) Itemized pay estimates
16) Full time inspection ✓
17) Construction staking ✓
18) Field Manager contract admin ✓
19) Shop drawing review and submittal ✓
20) Prevailing wage review for STBG funded tasks only good.
21) Detailed schedule to meet completion dates ✓

12/14

HRC

EXPERIENCE

Critical Staff

1) Project Manager – Primary contact Romkema
2) Trail Design Engineer Butler ✓
3) MOT Engineer Michaels
4) Electrical Design Engineer Michaels.
5) Construction Engineer Romkema.
6) Inspector Pratt, Beeksma.
7) Office Tech Blow.

Past Projects

8) MDNR funded projects ✓
9) STBG (STP) funded projects ✓
10) Non-motorized trail projects ✓
11) Projects in City / Urban environments ✓
12) Sidewalk / trail ramps ✓
-1 13) Concrete pavement construction None shown
-1 14) Projects with extensive clearing None shown

OHM

RFQP 22-07 NON-MOTORIZED TRAIL ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTADING OF PROBLEM 14/18

1) Project location – MLK Equality Trail from Weatherwax to Merriman ✓
2) Project location – Woodsum Connector from Elmdale Trail at Jackson & South to MLK Equality Trail ✓
3) Trail name is MLK Equality Trail – not Inter City Trail ✓
4) Proposed trail(s) will be 12-foot concrete ✓
5) Limits for each Task ✓
-1 6) Flashing warning signs at street crossings between Prospect and Merriman No.
7) Trail to be constructed in 5 phases (Tasks) between 2023 and 2025 ✓
8) Tasks I, IV and V funded by state MDNR grant ✓
9) Tasks II and III funded by federal STBG grant ✓
-1/2 10) Condition of existing trail (narrow, surface failures, overgrown) kind of.
-1 11) Existing lighting between Prospect and Merriman to remain No.
-1 12) Lighting to be constructed in 2022 between Weatherwax and Prospect to remain No.
13) Acknowledgement of season constraints for tree removals due to endangered species ✓
-1 14) Acknowledgement of unstable soils No.
15) ADA compliance for proposed trails ✓
16) Trail will be closed during construction ✓
17) COJ provided material testing ✓
18) Completion dates for each Task ✓

METHOD 17/21

1) Soil borings ✓
2) Topographic survey ✓
3) COJ CAD standards ✓
4) AASHTO design standards ✓
-1/2 5) Extensive clearing to remove overgrowth – look at trees for bats.
-1 6) Upgrade all signing with project area to current standards No.
7) MDOT standard specs ✓
8) City of Jackson SPs ✓
9) Programming for STBG funded Tasks
-1 10) Public hearing to temporarily closed F4 trail during construction No.
11) Grade Inspection for STBG funded Tasks ✓
12) MDOT Letting for STBG funded Tasks ✓
13) City Letting for MDNR funded Tasks ✓
14) Signed detour routes for trail closures ✓
15) Itemized pay estimates ✓
16) Full time inspection ✓
17) Construction staking ✓
18) Field Manager contract admin ✓
19) Shop drawing review and submittal ✓
-1 20) Prevailing wage review for STBG funded tasks only No.
-1/2 21) Detailed schedule to meet completion dates Not really ~ too simple ~ NEPA? SHPO?

OHM

EXPERIENCE 11/14

Critical Staff

1) Project Manager – Primary contact — McNamara - ok - lots of urban & SW
2) Trail Design Engineer — Leutner / Serder ← more trail exp.
3) MOT Engineer — None -1
4) Electrical Design Engineer — None. -1
5) Construction Engineer — Woods - good.
6) Inspector — Hunter - good, Hill-O'Neill good.
7) Office Tech — Randall - good.

lots of urban street

Past Projects

8) MDNR funded projects ✓
9) STBG (STP) funded projects ✓
10) Non-motorized trail projects ✓
11) Projects in City / Urban environments ✓
12) Sidewalk / trail ramps ✓
13) Concrete pavement construction — No. -1
14) Projects with extensive clearing ✓

Eng

RFQP 22-07 NON-MOTORIZED TRAIL ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTADING OF PROBLEM 14-1/2/18

1) Project location – MLK Equality Trail from Weatherwax to Merriman ✓
2) Project location – Woodsum Connector from Elmdale Trail at Jackson & South to MLK Equality Trail ✓
3) Trail name is MLK Equality Trail – not Inter City Trail ✓
4) Proposed trail(s) will be 12-foot concrete ✓
5) Limits for each Task ✓
6) Flashing warning signs at street crossings between Prospect and Merriman ✓
7) Trail to be constructed in 5 phases (Tasks) between 2023 and 2025 ✓
8) Tasks I, IV and V funded by state MDNR grant ✓
9) Tasks II and III funded by federal STBG grant ✓
-1/2 10) Condition of existing trail (narrow, surface failures, overgrown) Kind-of
-1 11) Existing lighting between Prospect and Merriman to remain No.
-1 12) Lighting to be constructed in 2022 between Weatherwax and Prospect to remain No
13) Acknowledgement of season constraints for tree removals due to endangered species ✓
-1 14) Acknowledgement of unstable soils No.
15) ADA compliance for proposed trails ✓
-1 16) Trail will be closed during construction No.
17) COJ provided material testing ✓
18) Completion dates for each Task ✓

METHOD 17/22

1) Soil borings ✓
2) Topographic survey ✓
3) COJ CAD standards ✓
-1 4) AASHTO design standards No.
-1 5) Extensive clearing to remove overgrowth No.
-1 6) Upgrade all signing with project area to current standards No.
7) MDOT standard specs ✓
8) City of Jackson SPs ✓
9) Programming for STBG funded Tasks ✓
-1 10) Public hearing to temporarily closed F4 trail during construction No.
11) Grade Inspection for STBG funded Tasks ✓
12) MDOT Letting for STBG funded Tasks ✓
13) City Letting for MDNR funded Tasks ✓
-1 14) Signed detour routes for trail closures No.
15) Itemized pay estimates ✓
16) Full time inspection ✓
17) Construction staking ✓
18) Field Manager contract admin ✓
19) Shop drawing review and submittal ✓
20) Prevailing wage review for STBG funded tasks only ✓
21) Detailed schedule to meet completion dates ✓
22) Bi-weekly progress meetings ✓

Eng

EXPERIENCE 9/14

Not much trail experience. Lots of street experience. -1

Critical Staff

1) Project Manager – Primary contact Morris.
2) Trail Design Engineer Harrington. – life experience (4yrs)
-1 3) MOT Engineer None.
4) Electrical Design Engineer Matrix Consulting.
5) Construction Engineer Harrington. – life experience (4 yrs)
-1 6) Inspector Shane (Eng) ~~-~~ one yr exp.
7) Office Tech Cook ✓

Past Projects

8) MDNR funded projects ✓
9) STBG (STP) funded projects ✓
10) Non-motorized trail projects ✓
11) Projects in City / Urban environments ✓
12) Sidewalk / trail ramps ✓
-1 13) Concrete pavement construction No.
-1 14) Projects with extensive clearing No.

SDD

RFQP 22-07 NON-MOTORIZED TRAIL ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTADING OF PROBLEM

15.5/18

1) Project location – MLK Equality Trail from Weatherwax to Merriman ✓
2) Project location – Woodsum Connector from Elmdale Trail at Jackson & South to MLK Equality Trail
3) Trail name is MLK Equality Trail – not Inter City Trail ✓
4) Proposed trail(s) will be 12-foot concrete ✓
5) Limits for each Task ✓
6) Flashing warning signs at street crossings between Prospect and Merriman ✓
7) Trail to be constructed in 5 phases (Tasks) between 2023 and 2025 ✓ dates?
8) Tasks I, IV and V funded by state MDNR grant ✓
9) Tasks II and III funded by federal STBG grant ✓
-½ 10) Condition of existing trail (narrow, surface failures, overgrown) kind of wide
-1 11) Existing lighting between Prospect and Merriman to remain Nope
-1 12) Lighting to be constructed in 2022 between Weatherwax and Prospect to remain nope.
-1 13) Acknowledgement of season constraints for tree removals due to endangered species No.
-1 14) Acknowledgement of unstable soils No
15) ADA compliance for proposed trails ✓
16) Trail will be closed during construction ✓
17) COJ provided material testing ✓
-1 18) Completion dates for each Task Nope

METHOD

16.5/21

1) Soil borings ✓
2) Topographic survey ✓
3) COJ CAD standards ✓
4) AASHTO design standards ✓
-1 5) Extensive clearing to remove overgrowth No.
-1 6) Upgrade all signing with project area to current standards No.
7) MDOT standard specs ✓
8) City of Jackson SPs ✓
9) Programming for STBG funded Tasks ✓
-1 10) Public hearing to temporarily closed F4 trail during construction No.
11) Grade Inspection for STBG funded Tasks
12) MDOT Letting for STBG funded Tasks ✓
-1 13) City Letting for MDNR funded Tasks No.
-1 14) Signed detour routes for trail closures No.
15) Itemized pay estimates ✓
16) Full time inspection ✓
17) Construction staking ✓
18) Field Manager contract admin ✓
19) Shop drawing review and submittal ✓
-½ 20) Prevailing wage review for STBG funded tasks only ← yes for all ✓ even MDNR funded?
-1 21) Detailed schedule to meet completion dates No really – just a single schedule for all phase
22) Bi-weekly progress mtgs during construction. ✓

Will do all design in July thru Nov 2022

SDD

EXPERIENCE 10/14

Critical Staff

1) Project Manager – Primary contact Jeremy Schut. ✓
2) Trail Design Engineer Taylor Reynolds./Ariana Jecha.
-1 3) MOT Engineer None
-1 4) Electrical Design Engineer None
5) Construction Engineer John Fortunato. ✓
6) Inspector Kevin Schroeder. ✓
7) Office Tech Colleen Head. ✓

Past Projects

-1 8) MDNR funded projects Don't show any
9) STBG (STP) funded projects ✓
10) Non-motorized trail projects ✓
11) Projects in City / Urban environments ~~[illegible]~~
12) Sidewalk / trail ramps ✓
13) Concrete pavement construction ✓
-1 14) Projects with extensive clearing No

MSG

RFQP 22-07 NON-MOTORIZED TRAIL ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTADING OF PROBLEM 15/18

1) Project location – MLK Equality Trail from Weatherwax to Merriman ✓
2) Project location – Woodsum Connector from Elmdale Trail at Jackson & South to MLK Equality Trail ✓
3) Trail name is MLK Equality Trail – not Inter City Trail ✓
4) Proposed trail(s) will be 12-foot concrete ✓
5) Limits for each Task ✓
6) Flashing warning signs at street crossings between Prospect and Merriman ✓
7) Trail to be constructed in 5 phases (Tasks) between 2023 and 2025 ✓
8) Tasks I, IV and V funded by state MDNR grant ✓
9) Tasks II and III funded by federal STBG grant ✓
-1/2 10) Condition of existing trail (narrow, surface failures, overgrown) Kind of
11) Existing lighting between Prospect and Merriman to remain OK
12) Lighting to be constructed in 2022 between Weatherwax and Prospect to remain OK
-1 13) Acknowledgement of season constraints for tree removals due to endangered species No.
-1/2 14) Acknowledgement of unstable soils Kind of
15) ADA compliance for proposed trails ✓
-1 16) Trail will be closed during construction No.
17) COJ provided material testing ✓
18) Completion dates for each Task ✓

METHOD 12/21

1) Soil borings ✓
2) Topographic survey ✓
3) COJ CAD standards ✓
-1 4) AASHTO design standards No.
-1/2 5) Extensive clearing to remove overgrowth Kind of
-1 6) Upgrade all signing with project area to current standards No.
7) MDOT standard specs ✓
8) City of Jackson SPs ✓
-1 9) Programming for STBG funded Tasks No
-1 10) Public hearing to temporarily closed F4 trail during construction No.
-1 11) Grade Inspection for STBG funded Tasks NO
12) MDOT Letting for STBG funded Tasks ✓
13) City Letting for MDNR funded Tasks ✓
-1 14) Signed detour routes for trail closures NO
15) Itemized pay estimates ✓
16) Full time inspection ✓
17) Construction staking ✓
18) Field Manager contract admin ✓
-1 19) Shop drawing review and submittal No.
-1/2 20) Prevailing wage review for STBG funded tasks only -1/2 - not needed on DNR funded portion.
-1 21) Detailed schedule to meet completion dates No
22) Bi-weekly progress mtgs. ✓

MSG

EXPERIENCE 8/14

Critical Staff

1) Project Manager – Primary contact Vincent. OK
-1 2) Trail Design Engineer Hacker - No trail exp.
-1 3) MOT Engineer None
4) Electrical Design Engineer Walther. OK
5) Construction Engineer OK Vincent. OK
6) Inspector VanHoose / Bargert.
7) Office Tech Baker ✓

Past Projects

8) MDNR funded projects
9) STBG (STP) funded projects
10) Non-motorized trail projects
11) Projects in City / Urban environments
12) Sidewalk / trail ramps
13) Concrete pavement construction
14) Projects with extensive clearing

-14

Nothing shown but we know they have some experience here.

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: July 12, 2022

SUBJECT: **Engineer's Report for Street Reconstruction with Water Main and Sanitary Sewer Replacement**
Blakely Avenue – Orange Street to Pleasant Street

RECOMMENDATION:

Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Jon Dowling, City Engineer regarding the project described above.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 12, 2022

RECOMMENDATION: Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held August 9, 2022 for street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant Street. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	$49,200
Local Street Funds	$136,880
Public Improvement Funds	$87,680
Sanitary Sewer Funds	$122,661
Water Funds	$158,120
Total Project Cost	$554,541

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

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that the water main on Blakely Avenue was originally constructed in approximately 1926. There is no record of this block being assessed for street construction. During the Facilities Plan a new storm sewer was built in this block of Blakely and the street was overlaid in 1979. The road was crack sealed in 1997. The original 8" clay sanitary sewer was built in 1925. In 1956 an 18" concrete relief sewer was built when the City still had combined storm/sanitary sewers. This concrete pipe is now a sanitary sewer. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to reconstruct the roadway with new curb and gutter, new gravel base and new hot mix asphalt. The antiquated water main will be replaced. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood. One new sanitary sewer will be built to replace the 8" clay and 18" concrete sewers.

POSITIONS

I request receipt of the Engineer's Report for Blakely Avenue reconstruction and water and sewer main replacement between Orange Street and Pleasant Street and approval of the establishment of August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

Photo 1: Blakely looking east from Orange

Photo 2: Blakely looking west from Pleasant

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: July 12, 2022

SUBJECT: **Engineer's Report for Street Reconstruction with Water Main and Sanitary Sewer Replacement**
Blakely Avenue – Elm Street to Orange Street

RECOMMENDATION:

Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Jon Dowling, City Engineer regarding the project described above.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 12, 2022

RECOMMENDATION: Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held August 9, 2022 for street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	$58,125
Local Street Funds	$115,640
Public Improvement Funds	$57,515
Sanitary Sewer Funds	$40,946
Water Funds	$166,380
Total Project Cost	$438,606

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

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that the water main on Blakely Avenue was originally constructed in approximately 1926. The asphalt pavement and concrete curb was then constructed in 1947. During the Facilities Plan a new sanitary sewer was built in this block of Blakely and the street was overlaid in 1979. The road was crack sealed in 1997. Even though a new PVC sanitary sewer was installed, the houses are still connected to the original clay sewer which was installed in 1926. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to reconstruct the roadway with new curb and gutter, new gravel base and new hot mix asphalt. The antiquated water main will be replaced. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood. The sanitary services from the houses will be connected to the newer sanitary sewer and the old clay pipe will be abandoned.

POSITIONS

I request receipt of the Engineer's Report for Blakely Avenue reconstruction and water and sewer main replacement between Elm Street and Orange Street and approval of the establishment of August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

Photo 1: Blakely looking east from Elm

Photo 2: Blakely looking west from Orange

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: July 22, 2022

SUBJECT: **Amendment 1 to the Professional Engineering Services contract with Fishbeck**

Recommendation:

> **Approval of Amendment 1 to the contract for professional engineering services for improvements to the wastewater treatment plant with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of $29,150.00, and authorization for the City Manager and Director of Public Works to sign the appropriate document.**

Attached is a report from Troy R. White, Assistant City Engineer, regarding an amendment to the above referenced contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy R. White, P.E., Assistant City Engineer

DATE: July 22, 2022

RECOMMENDATION: Approval of Amendment 1 to the contract for professional engineering services for improvements to the wastewater treatment plant with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of $29,150.00, and authorization for the City Manager and Director of Public Works to sign the appropriate document.

SUMMARY

On December 9, 2021, City Council approved the award of a contract to Fishbeck, Inc. of Grand Rapids, Michigan for professional engineering services for improvements to the wastewater treatment plant. The subject contract amendment will provide for design and construction engineering services for the replacement of sanitary sewer at the water treatment plant.

BUDGETARY CONSIDERATIONS

The current amount for the professional engineering service contract with Fishbeck, Inc. is $395,000. The amount of proposed Amendment 1 is $29,150.00, bringing the revised contract amount to $424,150.00.

HISTORY, BACKGROUND and DISCUSSION

In December of 2021, a section of 1924 vitreous clay sewer pipe at the water treatment plant was blocked and out of service. Because this sewer is critical to the operation of the water treatment plant, a section of 207 feet of pipe was replaced on an emergency basis with polyvinyl chloride pipe and restored to service. A section of approximately 200 feet of the 1924 vitreous clay pipe remains in service at the plant. The remaining clay pipe has been determined to be in poor condition and in need of replacement before it too fails. The subject contract amendment will provide engineering services to do just that.

DISCUSSION OF THE ISSUE

This proposed Contract Amendment 1 is for design and construction engineering services for the replacement of antiquated and faulty sanitary sewer at the water treatment plant as described in the attached letter dated June 28, 2022.

POSITIONS

Engineering recommends that Amendment 1 to the professional engineering service contract with Fishbeck, Inc. be approved for the not-to-exceed cost of $29,150.00. I also request that the City Manager and Director of Public Works be authorized to sign the contract documents.

TRW/ss

ATTACHMENT

AMENDMENT NO. 1
To Contract for
Professional Engineering Services for Wastewater Treatment Plant Improvements
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	**$ 395,000.00**
AMENDMENT NO. 1	**$ 29,150.00**
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.1	**$ 424,150.00**

REASON FOR AMENDMENT:

To add design and construction engineering services to the contract for the replacement of antiquated and faulty sanitary sewer at the water treatment plant as described in the letter from Fishbeck, Inc. dated June 28, 2022

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Jeffry Brown, P.E.
Fishbeck, Inc.

Date:

ACCEPTED BY:

Mike Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

fishbeck
Engineers | Architects | Scientists | Constructors

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Grand Rapids, Michigan 49546

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June 28, 2022

Troy R. White
Assistant City Engineer
City of Jackson Engineering Division
161 W. Michigan Avenue
4th Floor
Jackson, MI 49204

Proposal for Professional Services
Sanitary Sewer Replacement at Water Treatment Plant

Dear Troy:

Fishbeck is pleased to submit this proposal for design and construction phase services for the replacement of an 18" VCP Sanitary Sewer at the Jackson Water Treatment Plant. The project scope consists of the replacement of approximately 200 feet of 18" sanitary sewer along E Mansion Street. To expedite the work, it is our understanding that the design will be completed by an addendum to an existing contract and the work will be bid to local contractors who currently have a contract with the City.

It is our understanding that dewatering will be required. Fishbeck will subcontract with SME for one 25' soil boring and a geotechnical report for use by the contractor. A 25' boring is recommended due to some recent borings done by SME in the area that had shown very poor soil that may require undercutting. A field manager will be used for construction administration. Considering supply issues in the industry, the City should consider pre-purchasing the sanitary sewer material to avoid construction delays. The project will be funded by the City of Jackson.

It is anticipated that the project work will not require an EGLE Act 41 Permit since the sewer will be replaced at its existing size and slope and will be designed in such a way to avoid a railroad permit for the railroad directly adjacent to the project limits.

Scope of Services

The preparation of the drawings and specifications will be completed in accordance with City of Jackson standards. This work will include the following design and construction tasks.

Design Phase

1. Data gathering and kickoff.
    a. Kickoff design meeting with the City.
    b. Review as-built drawings.
    c. Existing special revisions.
    d. Topographic survey required for the removal and replacement of the sewer.
    e. Geotechnical investigation consisting of 1-25' soil boring and a dewatering report.
    f. Discussions with City water treatment plant staff to confirm access requirements during construction.

2. Plan development
    a. Engineers field review of topographic survey.
    b. Preparation of City review and bidding packages.
        i. Plan and profile set.
        ii. Special Provisions.
        iii. Soil Erosion and Sedimentation Control Plan and Special Provisions as required.
        iv. Engineers estimate in the Michigan Engineers Resource Library (MERL).
    c. Internal QA/QC review of bidding package by senior engineering staff.
    d. Internal review of construction phasing plan with senior inspectors and engineers to determine construction phase durations and identify any potential contractor conflicts.
3. Bidding documents
    a. Compile Plan Set and Special Provisions.
4. Permits
    a. None required.
5. Bidding
    a. Bid document assistance.
    b. Review bids and recommend award.

Construction Phase

1. Full-time onsite inspection (10 hours/day for 7 days).
    a. General onsite construction coordination with general contractor, subcontractors, various City departments, and private utility companies.
    b. Attend a preconstruction meeting.
    c. Verify that construction proceeds on schedule and by approved drawings, and specifications.
    d. Identify potential conflicts, development of alternative solutions and review with inspection supervisor and engineer.
    e. Complete record drawing measurements of all underground pipe installations, including alignment, grade, size, and structure location.
    f. Review all construction staking.
    g. Compaction testing
    h. Ensure all maintenance of utility services, traffic control, and access requirements are always met.
    i. Complete Inspector's daily reports.
    j. Provide read line as-built drawings to be drafted by the engineer.
    k. Compile, inspect, and document completion of contractor punch list.
2. Inspection supervision and office engineering (8 hours/week for 3 weeks).
    a. Lead the pre-construction meeting, and issue meeting minutes.
    b. Review shop drawings, material literature, and requests for information.
    c. Address design-related conflicts and provide solutions.
    d. Complete change orders and pay applications.
    e. Take measures necessary to ensure project schedule and quality of work.
    f. Review change orders and payment applications.
    g. Communicate regularly with the construction supervisor, onsite inspector, and City. Assist in addressing issues that arise.

h. Attend project substantial completion walk-through and assist with punch list completion.
i. Draft final record drawings in AutoCAD®; provide PDF copies to the City.

3. Office technician (8 hours/week for 2 weeks).
   a. Provide contract administration, setup Field Manager file.
   b. Generate pay estimate and contract modification for project, and route for approval.

4. Construction staking
   a. Underground utilities.
   b. Fence (if needed).
   c. Road/driveway.

Project Schedule

- July 12, 2022 City Council approval of contract amendment to existing Fishbeck contract.
- Mid July 2022 Topographic survey and soil boring.
- July 29, 2022 Submittal of preliminary plan and estimate to City.
- August 12, 2022 Submittal of bid documents.
- August 19, 2022 Advertise with contractors currently under contract with City.
- August 30, 2022 Receive bids.
- September 13, 2022 City Council approval of change order to an existing construction contract.
- September 19, 2022 (est) Construction start (installation of dewatering wells).
- October 3, 2022 Start placement of sanitary sewer. (dependent on pipe availability)
- October 28, 2022 Complete construction.

Professional Services Fees

Please see the following cost breakdown not to exceed budget totals for the referenced services, to be completed under the Professional Services Agreement.

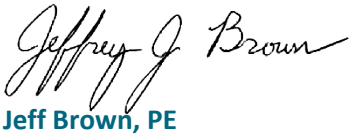
Design and Construction Phase Summary Totals

Task	Fee
Design Survey	$2,900
Design	6,120
Soil Boring and Dewatering Report (SME)	4,850
Construction Staking	550
Construction Inspection (7 Days / 10 hours per day)	7,900
Construction Supervision and Office Engineering	4,300
Office Technician	2,530
Total	**$29,150**

If you have any questions or require additional information, please contact me at 616.464.3923 or jnkramer@fishbeck.com.

Sincerely,

Jeremy N. Kramer, PE
Senior Civil Engineer



Jeff Brown, PE
Senior Vice President/Principal

By email
Copy: Cory Stenzel

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: July 12, 2022

SUBJECT: **Approval of the purchase of three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis from D&K Truck Company of Lansing, MI to be built-up by Truck & Trailer Specialties Inc. of Dutton, MI with 5-yard dump bodies, front plows, and underbody scrapers. For a total cost of $627,218.90, (this cost includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.**

Recommendation:

Approve the purchase of three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis from D&K Truck Company of Lansing, MI to be built-up by Truck & Trailer Specialties Inc. of Dutton, MI with dump bodies, front plows, and underbody scrapers. For a total cost of $627,218.90, (this cost includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be 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: July 12, 2022

RECOMMENDATION: Approve the purchase of three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis from D&K Truck Company of Lansing, MI to be built-up by Truck & Trailer Specialties Inc. of Dutton, MI with 5-yard dump bodies, front plows, and underbody scrapers. For a total cost of $627,218.90, (this cost includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.

SUMMARY

The current Motor Pool fleet of trucks is aging which leads to higher maintenance costs and more breakdowns causing delays to crucial City services. To reduce expenses and delays in services, our goal is to replace these trucks in a ten-year rotation, so we are no longer utilizing trucks that are more than ten years old. The purchase of these three trucks along with the build-up will replace existing trucks in our fleet from 1999, 2000, and 2007. These trucks are used daily to provide essential city services such as salting and plowing city streets in the winter months, asphalt spreading and padding, grading dirt roads, hauling leaves, and many other services that require a dump truck.

BUDGETARY CONSIDERATIONS

The three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis will be purchased from D&K Truck Company of Lansing, MI through MiDeal contract #071B6600119 and Truck & Trailer Specialties Inc., of Dutton, MI through MiDeal contract #200000000034, will complete the build-up for each of these trucks.

One (1) 2024 Freightliner 108SD 5-yard truck cab & chassis to be built-up with a front plow hitch, underbody scraper, stainless steel 5-yard dump box equipped with a Radius Dump Spreader (RDS salt spreader) including hydraulics system, Closed-Loop Pre-wet system, conveyor for salt and gravel spreading, Roll-Rite electrical tarp system, for a total cost of $235,604.60.

One (1) 2024 Freightliner 108SD 5-yard truck cab & chassis to be built-up with a front plow hitch, underbody scraper, stainless steel 5-yard dump box equipped to fit our existing v-box salt spreader including the hydraulics system, Roll-Rite electrical tarp system, for a total cost of $198,959.20.

One (1) 2024 Freightliner 108SD 5-yard truck cab & chassis to be built-up with a front plow hitch, underbody scraper, steel 5-yard dump box equipped with a heated body design including hydraulics system and telescopic hoist, Roll-Rite electrical tarp system, for a total cost of $192,655.10.

The total cost to purchase these three (3) trucks with the equipment build-up for various City services is $627,218.90, this cost includes a 10% contingency. Funding will be provided through the City Recovery Funds under the American Rescue Plan Act. All procurements are through current MiDeal contracts.

HISTORY, BACKGROUND and DISCUSSION

The goal of the Motor Pool fleet is to replace one truck per year in a ten-year rotation. This reduces the overall maintenance cost of the fleet and also reduces any delays in services due to inadequate equipment. Due to the lack of funding available in the Motor Pool Fund, we have been unable to maintain the schedule of replacing one truck per year. The use of American Rescue Plan Act (ARPA) funding will allow us to catch up on the purchase of trucks that could not be made from the previous years due to the lack of available funding and allow us to get back on track to reach our goal for the replacement of the trucks in our fleet.

Some of the current trucks in our fleet are more than twenty years old. The purchase of these three trucks along with the build-up will replace existing trucks in our fleet from 1999, 2000, and 2007. These trucks are used daily to provide essential city services such as salting and plowing city streets in the winter months, asphalt spreading and padding, grading dirt roads, hauling leaves, and many other services that require a dump truck.

POSITIONS

Recommend the approval of the purchase of three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis with the build-up to include 5-yard dump bodies, front plows, and underbody scrapers, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

D & K Truck Company

Prepared by:
Edward Merrill
D & K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Q U O T A T I O N

2024 108SD FREIGHTLINER 5-YD TRUCK CHASSIS

SET BACK AXLE - TRUCK
CUMMINS L9 350 HP @ 1050 LB-FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
MFS-16-143A 16,000# FL1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
16,000# FLAT LEAF FRONT SUSPENSION
108 INCH BBC CONVENTIONAL CAB
4425MM (174 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME
1600MM (63 INCH) REAR FRAME OVERHANG
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	93,911	$	93,911
CUSTOMER PRICE BEFORE TAX		**$**	***93,911***	**$**	***93,911***
TAXES AND FEES					
TAXES AND FEES		$	0	$	0
DOC / TITLE FEE		$	215	$	215
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**93,926**	**$**	**93,926**

NOTES/COMMENTS:

IN SEPTEMBER WE SUSPECT A MODEL YEAR 2024 SURCHARGE, TO BE DETERMINED
CURRENT MI-DEAL # 071B6600119, CY23 CONTRACT NUMBER SUBJECT TO CHANGE…

APPROVAL: Please indicate your acceptance of this quotation by signing below:
Customer: X_____ Date: ___ / ___ / ___.

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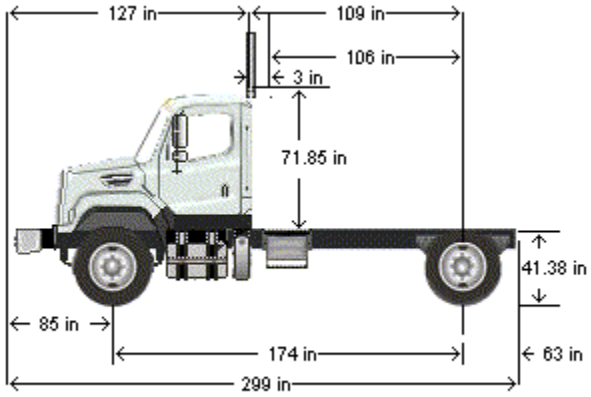
D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545) .....4425MM (174 INCH) WHEELBASE

Rear Frame Overhang (552)..... 1600MM (63 INCH) REAR FRAME OVERHANG

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Sleeper (682).....NO SLEEPER BOX/SLEEPERCAB

Exhaust System (016) .....RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
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Dimensions	Inches
Bumper to Back of Cab (BBC)	127.0
Bumper to Centerline of Front Axle (BA)	85.4
Front Axle to Back of Cab (AC)	41.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	108.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	105.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	171.7
Cab Height (CH)	71.9
Wheelbase (WB)	174.2
Frame Overhang (OH)	63.0
Overall Frame Length	302.4
Overall Length (OAL)	298.6
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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S P E C I F I C A T I O N P R O P O S A L

Vehicle Configuration				
001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748	
004-223	2023 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			N/C
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-011	CONSTRUCTION SERVICE			STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AE	FREIGHTLINER LEVEL II WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs			
Truck Service				
AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE			N/C
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.			N/C
Engine				
101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM			$3,551.00
Electronic Parameters				
79A-070	70 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C

79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			STD
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			N/C
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES	40	20	$227.00
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL			$248.00
281-001	STANDARD BATTERY JUMPERS			STD
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB			$257.00
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
87P-001	CAB AUXILIARY POWER CABLE	5		$62.00
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10		$206.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		STD
016-1E2	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	40	35	$1,369.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			N/C
239-032	11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1F8	RH CURVED VERTICAL TAILPIPE B-PILLAR RAISED UNDER STEP MOUNTED AFTERTREATMENT SYSTEM			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10	N/C

30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		($17.00)
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		$68.00
43X-004	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 48 TO 52 INCHES BACK OF CAB		$105.00
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		N/C
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		($6.00)
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		STD
110-003	CUMMINS SPIN ON FUEL FILTER		STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		STD
266-104	1115 SQUARE INCH ALUMINUM RADIATOR		STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		STD
171-007	GATES BLUE STRIPE COOLANT HOSES		STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		STD
270-016	RADIATOR DRAIN VALVE		STD
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	$487.00
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		N/C
132-004	ELECTRIC GRID AIR INTAKE WARMER		STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		STD

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		STD

Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, M		STD
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		N/C
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		N/C
84G-012	2000 RPM PRIMARY MODE SHIFT SPEED		N/C
84H-012	2000 RPM SECONDARY MODE SHIFT SPEED		N/C
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		STD

84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		STD
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		$49.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		$23.00
362-823	CUSTOMER INSTALLED PTO		N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		STD
Front Axle and Equipment			
400-1AA	MFS-16-143A 16,000# FL1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	240	$2,206.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING		STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		$8.00
427-001	FRONT BRAKE DUST SHIELDS	5	$102.00
409-006	FRONT OIL SEALS		STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		STD
406-001	STANDARD KING PIN BUSHINGS		STD
536-012	TRW TAS-85 POWER STEERING	40	N/C
539-003	POWER STEERING PUMP		STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		STD
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		STD
Front Suspension			
620-004	16,000# FLAT LEAF FRONT SUSPENSION	260	$689.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		N/C

410-998	NO FRONT SHOCK ABSORBERS	-30		N/C
Rear Axle and Equipment				
420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180	$872.00
421-563	5.63 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	25	25	($11.00)
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	$734.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FAB SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)			STD
451-023	CONMET CAST IRON REAR BRAKE DRUMS		10	$43.00
425-002	REAR BRAKE DUST SHIELDS		5	$65.00
440-006	REAR OIL SEALS			STD
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			$47.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension				
622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		100	$572.00
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
623-005	FORE/AFT CONTROL RODS			STD
Brake System				
490-100	WABCO 4S/4M ABS			N/C
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD

	413-002	STD U.S. FRONT BRAKE VALVE			STD
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
	480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
	479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
	460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)			$106.00
	477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections					
	296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE			$55.00
	297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5	$484.00
	335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			N/C
N	331-001	SUPPLEMENTAL J560 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE			$91.00
Wheelbase & Frame					
	545-442	4425MM (174 INCH) WHEELBASE			N/C
	546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	150	-20	$314.00
	547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	160	350	$1,000.00
	548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			N/C
	552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
	55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
	549-016	24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT	325	-50	$194.00
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in			
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in			
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 302.36 in			
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 47.47 in			N/C
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 93.91 in			N/C
	553-001	SQUARE END OF FRAME			STD
	550-001	FRONT CLOSING CROSSMEMBER			STD
	559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		$50.00
	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD

572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER	-110		($488.00)
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		$80.00
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
605-003	LEVEL FRAME RAILS (+/- 1%) WHEN CHASSIS LOADED FRONT /REAR SUSPENSION RATINGS			$123.00
Fuel Tanks				
204-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	-15	10	$131.00
218-005	RECTANGULAR FUEL TANK(S)			N/C
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) PAINTED BANDS			STD
212-011	FUEL TANK(S) FORWARD - RAISED MOUNTING			$360.00
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5		STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		$474.00
094-2A7	MICHELIN XDS2 11R22.5 16 PLY RADIAL REAR TIRES		96	$392.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		$204.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52	STD
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				

829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		STD
650-008	AIR CAB MOUNTING		STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		STD
667-037	SHORT FENDER WITH MUDFLAP		$141.00
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	$115.00
678-001	LH AND RH GRAB HANDLES		STD
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		$253.00
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		$88.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		$15.00
644-004	FIBERGLASS HOOD		STD
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5	$119.00
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		STD
726-002	DUAL ELECTRIC HORNS		$14.00
728-001	SINGLE HORN SHIELD		STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		STD
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		N/C
302-047	LED AERODYNAMIC MARKER LIGHTS		$34.00
311-012	DAYTIME RUNNING LIGHTS - LOW BEAM ONLY		$21.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS		STD
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		$140.00
797-001	DOOR MOUNTED MIRRORS		STD
796-001	102 INCH EQUIPMENT WIDTH		STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		N/C
729-001	STANDARD SIDE/REAR REFLECTORS		STD
677-062	FIXED CAB MOUNTED STEPS LH AND RH FOR CAB ENTRY, BELLY PLOW BODY WITH HIGH GROUND CLEARANCE DOES NOT COMPLY FMCSR 399		$59.00
768-043	63X14 INCH TINTED REAR WINDOW		STD
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		STD
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	$218.00
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		STD

659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		($80.00)

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		N/C
706-013	MOLDED PLASTIC DOOR PANEL		STD
708-013	MOLDED PLASTIC DOOR PANEL		STD
772-006	BLACK MATS WITH SINGLE INSULATION		STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		($2.00)
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		N/C
694-010	IN DASH STORAGE BIN		N/C
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	$26.00
693-023	LH DOOR MAP POCKET		$101.00
742-007	(2) CUP HOLDERS LH AND RH DASH		STD
680-006	GRAY/CHARCOAL FLAT DASH		N/C
860-004	SMART SWITCH EXPANSION MODULE		$196.00
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	$37.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		STD
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		$31.00
703-005	HVAC CONTROLS W/ RECIRCULATION SWITCH		STD
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		$37.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		STD
702-002	BINARY CONTROL, R-134A		STD
739-034	PREMIUM INSULATION		$145.00
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		STD
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		N/C
657-1A0	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		$43.00
78G-002	KEY QUANTITY OF 2		STD
655-005	LH AND RH ELECTRIC DOOR LOCKS		$36.00
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		N/C
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	$167.00

760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	$255.00
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		$69.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			N/C
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			N/C
734-004	GRAY CENTER INSTRUMENT PANEL			N/C
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-001	BLACK GAUGE BEZELS			N/C
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			N/C
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			N/C
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			N/C
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-072	ENGINE REMOTE INTERFACE WITH MULTIPLE SET SPEEDS			$110.00
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB			N/C
33U-007	CHASSIS MODULE JUMPER AND BRACKET FOR BODY BUILDER TO RELOCATE THE CHASSIS MODULE INTO THE CAB			$257.00
856-001	ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANS OIL TEMPERATURE GAUGE			N/C

830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		STD
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		STD
679-001	OVERHEAD INSTRUMENT PANEL		STD
746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	$290.00
747-001	DASH MOUNTED RADIO		N/C
750-002	(2) RADIO SPEAKERS IN CAB		N/C
753-001	AM/FM ANTENNA ON FORWARD LH ROOF		$23.00
748-001	POWER AND GROUND STUDS IN/UNDER DASH		$11.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE		STD
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNALLOCATED BETWEEN DRIVER PASSENGER SEATS		$10.00
812-001	ELECTRONIC 3000 RPM TACHOMETER		STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		STD
329-091	(6) IGN CONTROLLED EXTRA SWITCHES WITH IND LIGHTS WIRED TO POWER DIST BOX WITH RELAYS PROVIDING 20 AMPS PER CIRCUIT TO JUNCTION BLOCK AND 1 CIRCUIT AT 30 AMPS		$468.00
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		STD
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		$19.00
304-039	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS		$214.00
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		N/C
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		STD

Design

065-000	PAINT: ONE SOLID COLOR		STD

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		STD

962-972	POWDER WHITE (N0006EA)WHEELS	STD
963-003	STANDARD E COAT/UNDERCOATING	STD

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	8285 lbs	4586 lbs	12871 lbs

TRUCK & TRAILER Specialties, Inc.
3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | www.ttspec.com | ph: (616) 698-8215 | fx: (616) 698-0972

June 15, 2022
Quote No. DQO003060- UPDATED QUOTE No. DQO003428
City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, ph: (517) 398-0202

MiDEAL

State Contract No: 200000000034

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

Install **Monroe 10' Radius Dump Spreader (RDS) body including the following:**
Body is shell is constructed of unpainted 3/16" 201 stainless steel
Body longitudinals are ¼" 201 stainless steel
Air-operated tailgate release
Conveyor trough is 34" wide
667XH chain with crossbars on every-other link/4.5" centers
Rear tailgate includes a removable rear metering gate and a blank insert
Rear posts to have 4-hole light cutouts
Extended single axle fender kit installed integrally to the body constructed of 7 ga 201 stainless steel
Fold-down ladder constructed of type 201 stainless steel, driver's side front of body
Mailhot-type double-acting lift cylinder with trunnion mounts on body
Twin Rawson type 6:1 gear boxes
8-tooth hardened sprockets with 2" drive and idler shafts for the conveyor
Grease extension kit for rear bearings, tailgate pivot arms, front bearings and hoist trunnion
20" cabshield constructed of 10 ga 201 stainless steel
Bolt-on top screens 3/8" steel rods welded to form 2.5" squares
Drive motors are each 15 CID
Application rate sensor in one motor
Mudflaps installed in front of and behind drive tires
Remote switch mounted at the rear of the body for conveyor on/off
Monroe flip-up style rear spinner assembly includes:
201 stainless steel, poly spinner disc
stainless steel winch kit with brake
Special request that spinner assembly is 24" from ground to spinner.
Two (2) shovel holders on driver's side of dump body
Install branch deflector on cabshield to protect tarp system, curbside
Install license plate bracket in upper left corner of tailgate
*****The RDS body cabshield/tarp system must be a 10' from ground height maximum*****

Install **Monroe Closed-Loop Pre-Wet system including the following:**
NEMA weather-tight fiberglass pump enclosure
Hydraulic-driven 7GPM pump assembly with flow meter
5 PSI in-line check valve for nozzles
2 nozzle w/ brass tips and caps
Two (2) 75-gallon tanks with stainless steel attaching hardware
Includes crossover tube, bulk fill adapter (on passenger-side behind tank) and flush kit
Remote vent tube for each tank

Install **Roll-Rite Electrical Tarp System including the following:**
Direct-drive motor/gear box assembly

Aluminum wind deflector
Steel tarp and tension bows
3-spring tarp arms with offset elbows, mounted on RDS sides above prewet tanks
16' Mesh tarp

Install **Monroe 11' model MS4511 Underbody Scraper including the following:**
¾" solid mounting plates
Cushion valve for power reverse protection
JT-50 relief valve to limit scraper down pressure
Twin 3.5" x 10" actuating cylinders with Socatri rods
Twin 4" x 12" power reverse cylinders with Socatri rods
1" x 1-piece circle
1' x 20" x 11' moldboard
Remote grease manifolds both sides
Piloted center pin
Trunnion pin bolt on assembly for down cylinder canister
Curb guard on right end of the moldboard
Driver's step on left end of moldboard

Install **Monroe 38-gallon Hydraulic Oil Reservoir/Valve Enclosure combination unit including the following:**
Type 201 stainless steel construction
Mounted behind cab above frame with ship and car channel mounting brackets
Step installed on the end of the tank
Tank mounted Zinga-type return filter
Filter bypass gauge mounted at the filter head
Suction strainer mounted in the tank
Ball valve shut on hydraulic tank for case drain and suction ports
Low oil sensor mounted inside the tank
Tank is full of AW32 hydraulic oil

Install **Central Hydraulic System including the following:**
Rexroth A10V085 pump
Front mounted with Spicer drive line
Companion flange on pump side for easy removal of the drive line
12-volt automatic shutdown block on pressure side of pump (override switch)
Rexroth 8m4-12 closed-center air-control hydraulic valve with the following sections:
- Scraper up/down with 500 PSI A part pressure limit
- Scraper swing
- Hoist with 500 PSI A port pressure limit
- Front Plow up/down
- Front Plow angle
- 12-volt PWM valve for spreader conveyor
- 12-volt PWM valve for spreader spinner
- 12-volt PWM valve for pre-wet system

Apsco air-type lever controllers for the dump single-axis, plow single-axis and scraper single-axis functions
Air levers mounted at an angle in order (L-R) closest to driver:
- #1 Scraper push/down and pull/up
- #2 Scraper push/right dis. and pull/left dis.
- #3 Plow push/down and pull/up
- #4 Plow push/right dis. and pull/left dis.
- #5 Dump push/down and pull/up (lever with safety detent)

Rexroth CS630 Electric Spreader Controller mounted between the seats on a console

Install remote pause/blast switch on console
Stainless steel tubing to rear for spreader and pre-wet circuit
All necessary hoses and fittings
Stainless steel hydraulic couplers for spinner and front plow circuits

Install **Custom Lighting & Electrical including the following:**
OEM chassis switches wired to emergency lighting, scraper light, spreader light and tailgate open/close
Heads-up Display on dash & indicators for low oil shutdown, body up light, tailgate open & low oil
Control console low oil override switch and tarp switch
Remote switch mounted at the rear of the body for conveyor on/off
4-hole light cut-outs in rear pillars including:
Two (2) SoundOff green LED flashers mounted in top holes (on separate switch)
Two (2) SoundOff LED stop, turn & taillights mounted in 2nd holes
Two (2) SoundOff LED back-up lights mounted in 3rd holes
Two (2) SoundOff amber LED flashers mounted in bottom holes
Two (2) SoundOff mPower (mo. EMPC2SMS4) amber/green flashers mounted on cabshield front-facing
Two (2) SoundOff mPower (mo. EMPC2SMS4) amber/green flashers mounted on cabshield side-facing
One (1) SoundOff LED work light for Scraper, mounted on passenger-side
One (1) SoundOff LED work light for Spreader, mounted on driver-side rear of dump
Betts junction box mounted at the rear of the dump body
Backup alarm
LED marker light kit for dump body
Truck-Lite plow lights with aluminum mounting brackets, mounted 66” from bottom of light to ground

Install **Monroe 29” Husting Hitch-type Front Plow Hitch (mounted 38” to center pin) including the following:**
3” x 10” DA cylinder with stainless steel quick couplers
12” channel front bumper with tapered back ends
Plow cushion valve located on chassis, mounted driver-side under bumper
All necessary supports and brackets

Install **¾” Rear Hitch including the following:**
¾” mounting plate with ½” side plates for reinforcement
¾” Heavy-duty “D” rings
Pintle/ball combination model BH82516 (23”-24” to crotch of hitch with additional holes for adjustment)
7-way RV plug
Remount OEM tow hooks at the rear
Electric Brake Controller mounted bottom portion of dash between cup holders

Install **Miscellaneous Items Include:**
Minimizer Floor Mats for Freightliner SD108 (mo. FKFRTL2B-MIN / 10002265)
Chassis frame-mounted 3/8” poly spill shields installed to collect carry-over of salt
Paint front/rear hitches, all bracketry, and any mild steel items black in color

Above equipment installed and painted price: $120,260.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Chassis requirements to be confirmed at time of order:
CA = 109”
6-pack of switches
Delete OEM front bumper
Front frame extension
Front of engine PTO provision

TRUCK & TRAILER Specialties, Inc.
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Stationary grille
24" ground clearance package
Fuel tank mounted under the driver's door
Horizontal DPF mounted under the curbside door with a vertical tailpipe
DEF tank mounted curbside behind vertical tailpipe
Battery box mounted driver side 36" behind cab
Dash mounted transmission selector
Plow light/Headlight switch and related OEM wiring
Trailer wiring to rear for electric brake controller
Rear tow hooks

Payment Terms: Net 30. Pricing effective for 30 days.
FOB: City of Jackson
Delivery: Dependent on chassis arrival – To be determined

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Mike Bouwman

TRUCK & TRAILER Specialties, Inc.
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June 16, 2022

City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, ph: (517) 398-0202
DQO003430

MiDEAL

State Contract No: 200000000034

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

Install **Crysteel 10' Select Dump Body including the following:**
120" length, 87" inside width, 99" outside width
40" front height, 30" side height and 36" rear (6.7-8 cubic yard capacity water level)
Single panel, pressed-in horizontal side braces
7-gauge 201 stainless steel front, sides & rear pillars
¼" AR450 floor
8" floor-to-sides radius
10" I-beam type crossmemberless understructure
14" wide rear pillar
Tailgate finger latches and pivot plate are stainless steel construction
Air-operated tailgate
6-panel tailgate design constructed of 7-gauge 201 stainless steel
1/2 cabshield constructed of 10-gauge 201 stainless steel
Body prop kit on each side of the frame
3-hole light cut-outs in rear corner posts
Install branch deflector on cabshield, curbside
Install fold-down ladder constructed of type 201 stainless steel, driver's side front of body
Install (2) two shovel holders on bulkhead of dump
Install 8" hardwood sideboards (8 cubic yard capacity with sideboards)
*****The cabshield/tarp system must be a 10' from ground height maximum*****

Install **Crysteel RC750 Roller-Combo Single Cylinder Subframe Underbody Hoist including the following:**
Full-length subframe with greased hinge pins at the rear
Twin body props mounted to the subframe
Hoist includes grease line extensions with a grease manifold mounted in the subframe of the hoist for lubricating the hoist when it is in the down position
Greaseable steel pin in rear hinge

Install **Roll-Rite Electrical Tarp System including the following:**
Direct-drive motor/gear box assembly
Aluminum wind deflector
Steel tarp and tension bows
3-spring tarp arms with offset elbows
16' mesh tarp

Install **Monroe 38-gallon Hydraulic Oil Reservoir/Valve Enclosure combination unit including the following:**
Type 201 stainless steel construction
Mounted behind cab above frame with ship and car channel mounting brackets
Step installed on the end of the tank
Tank mounted Zinga-type return filter
Filter bypass gauge mounted at the filter head

Suction strainer mounted in the tank
Ball valve shut on hydraulic tank for case drain and suction ports
Low oil sensor mounted inside the tank
Tank is full of AW32 hydraulic oil

Install **Central Hydraulic System including the following:**
Rexroth A10V085 pump
Front mounted with Spicer drive line
Companion flange on pump side for easy removal of the drive line
12-volt automatic shutdown block on pressure side of pump (override switch
Rexroth 8m4-12 closed-center air-control hydraulic valve with the following sections:
Hoist with 500 PSI A port pressure limit
Scraper up/down with 500 PSI A part pressure limit
Scraper swing
Front Plow up/down
Front Plow angle
12-volt PWM valve for spreader conveyor
12-volt PWM valve for spreader spinner
12-volt PWM valve for pre-wet system
Apsco air-type lever controllers for the dump single-axis, plow single-axis and scraper single-axis functions
Air levers mounted at an angle in order (L-R) closest to driver:
#1 Scraper push/down and pull/up
#2 Scraper push/right dis. and pull/left dis.
#3 Plow push/down and pull/up
#4 Plow push/right dis. and pull/left dis.
#5 Dump push/down and pull/up (lever with safety detent)
Rexroth CS630 Electric Spreader Controller mounted between the seats on a console
Install remote pause/blast switch on console
Stainless steel tubing to rear for spreader and pre-wet circuit
All necessary hoses and fittings
\|Spreader circuit will be plumbed to the rear of the truck and equipped with ss hydraulic couplers
Stainless steel hydraulic couplers for spreader and front plow circuits

Install **Monroe 29" Husting Hitch-type Front Plow Hitch (mounted 38" to center pin) including the following:**
3" x 10" DA cylinder with stainless steel quick couplers
12" channel front bumper with tapered back ends
Plow cushion valve located on chassis, mounted driver-side under bumper
All necessary supports and brackets

Install **Monroe 11' model MS4511 Underbody Scraper including the following:**
¾" solid mounting plates
Cushion valve for power reverse protection
JT-50 relief valve to limit scraper down pressure
Twin 3.5" x 10" actuating cylinders with Socatri rods
Twin 4" x 12" power reverse cylinders with Socatri rods
1" x 1-piece circle
1' x 20" x 11' moldboard
Remote grease manifolds both sides
Piloted center pin
Trunnion pin bolt on assembly for down cylinder canister
Curb guard on right end of the moldboard
Driver's step on left end of moldboard

Install **Custom Lighting & Electrical including the following:**
OEM chassis switches wired to emergency lighting, scraper light, spreader light and tailgate open/close

Heads-up Display on dash & indicators for low oil shutdown, body up light, tailgate open & low oil
Control console low oil override switch and tarp switch
3-hole light cut-outs in rear pillars including:
Two (2) SoundOff LED nForce (mo. ENFSLSDG12) amber/green flashers mounted in top holes
Two (2) SoundOff LED stop, turn & taillights mounted in 2nd holes
Two (2) SoundOff LED back-up lights mounted in 3rd holes
Two (2) SoundOff mPower (mo. EMPC2SMS4) amber/green flashers mounted on cabshield front-facing
Two (2) SoundOff mPower (mo. EMPC2SMS4) amber/green flashers mounted on cabshield side-facing
One (1) SoundOff LED work light for Scraper, mounted on passenger-side
One (1) SoundOff LED work light for Spreader, mounted on driver-side rear of dump
Betts junction box mounted at the rear of the dump body
Backup alarm
LED marker light kit for dump body
Truck-Lite plow lights with aluminum mounting brackets, mounted 66" from bottom of light to ground

Install **¾" Rear Hitch including the following:**
¾" mounting plate with ½" side plates for reinforcement
¾" Heavy-duty "D" rings
Pintle/ball combination model BH82516 (23"-24" to crotch of hitch with additional holes for adjustment)
7-way RV plug
Remount OEM tow hooks at the rear
Electric Brake Controller mounted bottom portion of dash between cup holders

Install **Mudflaps in front of and behind drive tires**

Install **Minimizer Floor Mats for Freightliner SD108** (mo. FKFRTL2B-MIN / 10002265)

Paint **Bottom of body, body hinge, body props, front & rear hitch and attaching hardware Black**

Above equipment installed and painted price: $86,946.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Chassis requirements to be confirmed at time of order:
CA = 109" to be confirmed at time of order
6-pack of switches
Delete OEM front bumper
Front frame extension
Front of engine PTO provision
Stationary grille
24" ground clearance package
Fuel tank mounted under the driver's door
Horizontal DPF mounted under the curbside door with a vertical tailpipe
DEF tank mounted curbside behind vertical tailpipe
Battery box mounted driver side 36" behind cab
Dash mounted transmission selector
Plow light/Headlight switch and related OEM wiring
Trailer wiring to rear for electric brake controller
Rear tow hooks

Payment Terms: Net 30. Pricing effective for 30 days.
FOB: City of Jackson
Delivery: Dependent on chassis arrival – To be determined

Thank you for the opportunity to quote.

TRUCK & TRAILER Specialties, Inc.
3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | www.ttspec.com | ph: (616) 698-8215 | fx: (616) 698-0972

Respectfully submitted by,
Jon Luea/Mike Bouwman

TRUCK & TRAILER Specialties, Inc.
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June 17, 2022

City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, ph: (517) 398-0202
DQO003432

MiDEAL

State Contract No: 200000000034

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

Install **Crysteel 10' Select Dump Body including the following:**
120" length, 84" inside width, 96" outside width
50" front height, 30" side height and 36" rear (6.5-8 cubic yard capacity water level)
Body construction throughout is AR450 steel
3/16" sides and front including tailgate and ¼" floor with 8" radius
Rear pillars constructed of 7-gauge A1011 steel
Construction of the sides shall include a boxed top rail
Single panel, pressed-in horizontal side braces
14" wide rear pillar
Air-operated tailgate
6-panel tailgate design
Three (3) sliding patchgate doors in the bottom panel of the tailgate
Crossmemberless understructure shall have 8" trapezoidal ¼" A1011 longsills
1/2 cabshield constructed of 10-gauge A1011 steel
Body prop kit on each side of the frame
Install Cougar model 3200 DC box vibrator
Install 4-hole light wedges on rear pillars for lighting
Install branch deflector on cabshield, curbside
Install fold-down ladder constructed of type 201 stainless steel, driver's side front of body
Install (2) two shovel holders on bulkhead of dump
Install 8" hardwood sideboards (8 cubic yard capacity with sideboards)
*****The cabshield/tarp system must be a 10' from ground height maximum*****

Install **Heated Body Design including the following:**
Trapezoidal longsills and floor/side radius with heated design exiting at top of rear pillars with exit covers
Heated Body Kit includes: Diverter box, spring box, air cylinder & on/off switch

Install **Mailhot model CS90-4.5-3 DA Telescopic Hoist including the following:**
Greaseable rear hinge and replaceable rear pin
Hoist is double-acting and trunnion-mounted
Install remote lube grease line kit for Mailhot hoists

Install **Roll-Rite Electrical Tarp System including the following:**
Direct-drive motor/gear box assembly
Aluminum wind deflector
Steel tarp and tension bows
3-spring tarp arms with offset elbows
16' ASPHALT tarp

Install **Monroe 38-gallon Hydraulic Oil Reservoir/Valve Enclosure combination unit including the following:**
Type 201 stainless steel construction
Mounted behind cab above frame with ship and car channel mounting brackets

Step installed on the end of the tank
Tank mounted Zinga-type return filter
Filter bypass gauge mounted at the filter head
Suction strainer mounted in the tank
Ball valve shut on hydraulic tank for case drain and suction ports
Low oil sensor mounted inside the tank
Tank is full of AW32 hydraulic oil

Install **Central Hydraulic System including the following:**
Rexroth A10V085 pump
Front-mounted with Spicer drive line
Companion flange on pump side for easy removal of the drive line
12-volt automatic shutdown block on pressure side of pump (override switch)
Rexroth 5m4-12 closed-center air-control hydraulic valve with the following sections:
- Hoist with 500 PSI A port pressure limit
- Scraper up/down with 500 PSI A part pressure limit
- Scraper swing
- Front Plow up/down
- Front Plow angle

Apsco air-type lever controllers for the dump single-axis, plow single-axis and scraper single-axis functions
Air levers mounted at an angle in order (L-R) closest to driver:
- #1 Scraper push/down and pull/up
- #2 Scraper push/right dis. and pull/left dis.
- #3 Plow push/down and pull/up
- #4 Plow push/right dis. and pull/left dis.
- #5 Dump push/down and pull/up (lever with safety detent)

All necessary hoses and fittings
Stainless steel hydraulic couplers for front plow circuit

Install **Monroe 29" Husting Hitch-type Front Plow Hitch (mounted 38" to center pin) including the following:**
3" x 10" DA cylinder with stainless steel quick couplers
12" channel front bumper with tapered back ends
Plow cushion valve located on chassis, mounted driver-side under bumper
All necessary supports and brackets

Install **Monroe 11' model MS4511 Underbody Scraper including the following:**
¾" solid mounting plates
Cushion valve for power-reverse protection
JT-50 relief valve to limit scraper down pressure
Twin 3.5" x 10" actuating cylinders with Socatri rods
Twin 4" x 12" power-reverse cylinders with Socatri rods
1" x 1-piece circle
1' x 20" x 11' moldboard
Remote grease manifolds both sides
Piloted center pin
Trunnion pin bolt on assembly for down cylinder canister
Curb guard on right end of the moldboard
Driver's step on left end of moldboard

Install **Custom Lighting & Electrical including the following:**
OEM chassis switches wired to emergency lighting, scraper light, vibrator, tailgate open/close & exhaust control box heat
Heads-up Display on dash & indicators for low oil shutdown, body-up light, tailgate open & low oil
Control console low oil override switch, tarp switch & indicator for box heat
4-hole stainless steel light wedges on the rear pillars including:

Two (2) SoundOff green LED flashers mounted in top holes (on separate switch)
Two (2) SoundOff LED stop, turn & taillights mounted in 2nd holes
Two (2) SoundOff LED back-up lights mounted in 3rd holes
Two (2) SoundOff amber LED flashers mounted in bottom holes
Two (2) SoundOff mPower (mo. EMPC2SMS4) amber/green flashers mounted on cabshield front-facing
Two (2) SoundOff mPower (mo. EMPC2SMS4) amber/green flashers mounted on cabshield side-facing
One (1) SoundOff LED work light for Scraper, mounted on passenger-side
Betts junction box mounted at the rear of the dump body
Backup alarm
LED marker light kit for dump body
Truck-Lite plow lights with aluminum mounting brackets, mounted 66" from bottom of light to ground

Install **¾" Rear Hitch including the following:**
¾" mounting plate with ½" side plates for reinforcement
¾" Heavy-duty "D" rings
Pintle/ball combination model BH82516 (23"-24" to cradle of hitch with additional holes for adjustment)
7-way RV plug
Remount OEM tow hooks at the rear
Electric Brake Controller mounted bottom portion of dash between cup holders

Install **15-gallon frame-mount tank for asphalt reagent with pump, hose & wand wired to in-cab power switch**

Install **Mudflaps in front of and behind drive tires**

Install **Minimizer Floor Mats for Freightliner SD108** (mo. FKFRTL2B-MIN / 10002265)

Paint **Bottom of body, body hinge, body props, front & rear hitch and attaching hardware Black**
Dump body to be painted one-color White

Above equipment installed and painted price: $81,215.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Chassis requirements to be confirmed at time of order:
CA = 109" to be confirmed at time of order
6-pack of switches
Delete OEM front bumper
Front frame extension
Front of engine PTO provision
Stationary grille
24" ground clearance package
Fuel tank mounted under the driver's door
Horizontal DPF mounted under the curbside door with a vertical tailpipe
DEF tank mounted curbside behind vertical tailpipe
Battery box mounted driver side 36" behind cab
Dash mounted transmission selector
Plow light/Headlight switch and related OEM wiring
Trailer wiring to rear for electric brake controller
Rear tow hooks
Chassis dealer-installed output wire for regen mode to disable heated dump option

Payment Terms: Net 30. Pricing effective for 30 days.
FOB: City of Jackson
Delivery: Dependent on chassis arrival – To be determined

Thank you for the opportunity to quote.

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Respectfully submitted by,
Jon Luea/Mike Bouwman

JACKSON
GMC

"STAY BACK"
NEED SPACE
TO BE SAFE
060 x 600

JACKSON
464

AUTOMOTIVE
SERVICE CO.
JACKSON, MI.

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: July 12, 2022

SUBJECT: **Approval of the purchase of one 2024 Freightliner M2-106 truck cab & chassis from D&K Truck Company of Lansing, MI, and build-up by Truck & Trailer Specialties of Dutton, MI with a 10-yard Elliptical Dump body. For a total cost of $159,073.20 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.**

Recommendation:

Approve the purchase of one 2024 Freightliner M2-106 truck cab & chassis from D&K Truck Company of Lansing, MI, and build up by Truck & Trailer Specialties of Dutton, MI with a 10-yard Elliptical Dump body. For a total cost of $159,073.20 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: July 12, 2022

RECOMMENDATION: Approve the purchase of one 2024 Freightliner M2-106 truck cab & chassis from D&K Truck Company of Lansing, MI, and build up by Truck & Trailer Specialties of Dutton, MI with a 10-yard Elliptical Dump body. For a total cost of $159,073.20 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.

SUMMARY

In 2018, the State of Michigan revised the Safe Drinking Water Act, Lead and Copper Rule to mandate the replacement of all lead Service Lines in the next 20 years. Through the City's pilot study it was determined to be the most cost-effective to replace these services using City staff. The purchase of this 10-yard Dump Truck will be utilized as a part of the Lead Service Line Replacement Program. Activities in the Lead Service Line Program include but are not limited to, hauling spoils and materials such as sand and gravel, and hauling away all materials that have been excavated during the replacement process.

BUDGETARY CONSIDERATIONS

The one 10-yard Freightliner M2106 truck cab and chassis will be purchased from D & K Truck Company of Lansing MI through MiDeal contract # 071B6600119 for a cost of $108,246.60.

Truck & Trailer Specialties of Dutton MI will complete the build-up to include the elliptical dump body, telescopic hoist, Roll-rite electrical tarp, and hydraulic system, through the MiDeal contract # 200000000034 for a total cost of $50,826.60.

The total cost to purchase the 10-yard dump truck with build-up is $159,073.20 (this cost includes a 10% contingency). Funding will be provided through the City Recovery Funds under the American Rescue Plan Act. All procurements are through current MiDeal contracts.

HISTORY, BACKGROUND and DISCUSSION

This 10 Yard Dump truck will be utilized regularly as part of our Lead Service Line Replacement Program. However, it will also be used in a host of other activities including hauling debris, sand, and gravel, property clean-ups materials, and spoils from sewer and water main repairs.

The use of American Rescue Plan Act (ARPA) funding will allow us to catch up on the purchase of trucks that could not be made in the previous years due to the lack of available funding and allow us to get back on track to reach our goal for the replacement of the trucks in our fleet. Some of the current trucks in our fleet are more than twenty years old.

POSITIONS

Recommend the approval of the purchase of one 2024 Freightliner M2-106 truck cab & chassis and build up with a 10-yard Elliptical Dump body, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

D & K Truck Company

Prepared by:
Edward Merrill
D & K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 350 HP @ 1050 LB-FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
HENDRICKSON HAULMAAX @ 46,000# REAR SUSPENSION
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
16,000# FLAT LEAF FRONT SUSPENSION
106 INCH BBC CONVENTIONAL CAB
4325MM (170 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME
1600MM (63 INCH) REAR FRAME OVERHANG
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	98,191	$	98,191
CUSTOMER PRICE BEFORE TAX		**$**	***98,191***	**$**	***98,191***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	0	$	0
TITLE / DOC FEES		$	215	$	215
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**98,406**	**$**	**98,406**

NOTES/COMMENTS:

IN SEPTEMBER WE SUSPECT A MODEL YEAR 2024 SURCHARGE, TO BE DETERMINED
TUFTRAC OR HENDRICKSON HAULMAXX REAR SUSPENSION SAME PRICE.
CURRENT MI-DEAL # 071B6600119, CY23 CONTRACT NUMBER SUBJECT TO CHANGE…

APPROVAL:
Please indicate your acceptance of this quotation by signing below:
Customer: X_____ Date: ___ / ___ / ___.

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Jackson City Of
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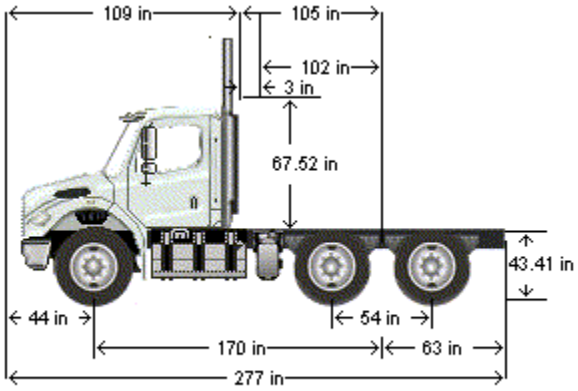
D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106

Wheelbase (545) ..... 4325MM (170 INCH) WHEELBASE

Rear Frame Overhang (552) ..... 1600MM (63 INCH) REAR FRAME OVERHANG

Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB

Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

D & K Truck Company

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Edward Merrill
D & K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Dimensions	Inches
Bumper to Back of Cab (BBC)	109.3
Bumper to Centerline of Front Axle (BA)	43.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	104.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	101.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	167.7
Cab Height (CH)	67.5
Wheelbase (WB)	170.3
Frame Overhang (OH)	63.0
Overall Frame Length	262.7
Overall Length (OAL)	277.0
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	43.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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S P E C I F I C A T I O N P R O P O S A L

Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,450	
004-223	2023 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10	$1,027.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			N/C
A88-99D	EXPECTED TRUCK BODY LENGTH : 13.0 ft			
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Tractor Service				
AA2-005	FLATBED TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			N/C
Engine				

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	101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	640	30	$13,596.00

Electronic Parameters

N	79A-075	72 MPH ROAD SPEED LIMIT			N/C
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
	79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
	79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
	79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
	80G-002	PTO MINIMUM RPM - 700			N/C
	80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C

Engine Equipment

	99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			STD
	99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
	13E-001	STANDARD OIL PAN			STD
	105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
	014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
	292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10		$13.00
	290-017	BATTERY BOX FRAME MOUNTED			STD
	281-001	STANDARD BATTERY JUMPERS			STD
	282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
	289-001	NON-POLISHED BATTERY BOX COVER			STD
	87P-001	CAB AUXILIARY POWER CABLE	5		N/C
	293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2		$206.00
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
	108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
	131-013	AIR COMPRESSOR DISCHARGE LINE			STD
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
	128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20		$22.00

016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	$823.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			($4.00)
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10	$105.00
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			$17.00
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5	$144.00
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			N/C
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70		N/C
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	$6,785.00

Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB			$49.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			$23.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		$1,949.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			$8.00
427-001	FRONT BRAKE DUST SHIELDS	5		$102.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD

416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		$1,531.00
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR	5		N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			$17.00
Front Suspension				
620-004	16,000# FLAT LEAF FRONT SUSPENSION	260		$684.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
410-001	FRONT SHOCK ABSORBERS			$128.00
Rear Axle and Equipment				
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		2,960	$14,284.00
421-563	5.63 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES			($421.00)
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			N/C
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	$1,317.00
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE			N/C
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			N/C
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			$87.00
425-002	REAR BRAKE DUST SHIELDS		10	$130.00
440-006	REAR OIL SEALS			STD

426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20	$58.00
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			$92.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
Rear Suspension				
622-1E7	HENDRICKSON HAULMAAX @ 46,000# REAR SUSPENSION		330	$4,540.00
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT			N/C
624-009	54 INCH AXLE SPACING			N/C
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN			N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS			N/C
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		60	$247.00
Brake System				
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS			N/C
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-998	NO BRAKE LINE AIR DRYER	-20		($297.00)
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE			$59.00
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			N/C
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			N/C
Wheelbase & Frame				

545-432	4325MM (170 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	-40	130	$165.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	110	330	$1,000.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 104.72 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 101.72 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 262.66 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 14.6 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 15.63 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		$48.00
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1CU	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS, SPACED 3 INCHES FORWARD	40		$21.00
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		$74.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			N/C
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS			$369.00
605-003	LEVEL FRAME RAILS (+/- 1%) WHEN CHASSIS IS LOADED TO FRONT AND REAR SUSPENSION RATINGS			$123.00
Fuel Tanks				
204-034	80 GALLON ALUMINUM FUEL TANK - LH	40	10	$183.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD

664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5		$59.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1VM	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50		$286.00
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		160	$8.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		$286.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104	$352.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			$97.00
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2		$53.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			$36.00
754-008	2-1/2 INCH FENDER EXTENSIONS	10		$275.00
678-001	LH AND RH GRAB HANDLES			STD
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE			$159.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			$43.00
644-004	FIBERGLASS HOOD			STD
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5		$127.00
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	8		$185.00
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			N/C

575-001	REAR LICENSE PLATE MOUNT END OF FRAME		STD
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		N/C
302-047	LED AERODYNAMIC MARKER LIGHTS		$34.00
311-001	DAYTIME RUNNING LIGHTS		$18.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS		STD
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		$133.00
797-001	DOOR MOUNTED MIRRORS		STD
796-001	102 INCH EQUIPMENT WIDTH		STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		N/C
729-001	STANDARD SIDE/REAR REFLECTORS		STD
764-010	COMPOSITE EXTERIOR SUN VISOR	10	$280.00
768-043	63X14 INCH TINTED REAR WINDOW		STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	$218.00
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		STD

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		N/C
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		$17.00
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		$26.00
772-006	BLACK MATS WITH SINGLE INSULATION		STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		$13.00
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		STD
694-010	IN DASH STORAGE BIN		STD
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	$26.00
693-023	LH DOOR MAP POCKET		$112.00
742-007	(2) CUP HOLDERS LH AND RH DASH		STD
680-006	GRAY/CHARCOAL FLAT DASH		STD
860-004	SMART SWITCH EXPANSION MODULE		$198.00
720-003	5 LB. FIRE EXTINGUISHER	10	$60.00

700-002	HEATER, DEFROSTER AND AIR CONDITIONER		STD
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		$27.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		STD
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		$40.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		STD
702-002	BINARY CONTROL, R-134A		STD
739-034	PREMIUM INSULATION		$187.00
285-027	SOLID-STATE CIRCUIT PROTECTION AND FUSES WITH SPARE FUSE KIT		$33.00
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		STD
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		N/C
657-1A0	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		$43.00
78G-002	KEY QUANTITY OF 2		STD
655-005	LH AND RH ELECTRIC DOOR LOCKS		$99.00
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		$21.00
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	$424.00
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		STD
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	$67.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		STD
763-101	BLACK SEAT BELTS		STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		STD
734-004	GRAY CENTER INSTRUMENT PANEL		STD
870-001	BLACK GAUGE BEZELS		STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		STD

198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			$25.00
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3	$72.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
33U-007	CHASSIS MODULE JUMPER AND BRACKET FOR BODY BUILDER TO RELOCATE THE CHASSIS MODULE INTO THE CAB			$257.00
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS			N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-001	OVERHEAD INSTRUMENT PANEL			STD
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10		$490.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-040	24 INCH AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR, RG-62			$32.00
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			$18.00
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			$55.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-011	IDLE LIMITER, ELECTRONIC ENGINE			STD

329-017	THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT	$87.00
482-001	BW TRACTOR PROTECTION VALVE	N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE	N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY	STD
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET	$22.00
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH	STD
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR	N/C
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE	STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS	STD
Design		
065-000	PAINT: ONE SOLID COLOR	STD
Color		
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY	STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT	STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	STD
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX	STD
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A	N/C
963-003	STANDARD E COAT/UNDERCOATING	STD

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

TRUCK & TRAILER Specialties, Inc.
3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | www.ttspec.com | ph: (616) 698-8215 | fx: (616) 698-0972

June 15, 2022
Quote No. DQO003112- UPDATED QUOTE No. DQO003429
City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, ph: (517) 398-0202

MiDEAL

State Contract No: 200000000034

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

Install **13' Crysteel Elliptical Dump Body including the following:**
156" body length, 96" outside width, 84" inside width
Side height and tailgate is 46" in height
18.5" radius-formed sides
Sides, front, tailgate and floor construction is ¼" AR450
Western understructure is formed 8" trapezoidal
18" wide rear pillar
Rear tailgate will be 9-panel design
Tailgate is air-operated
4-hole light cut-outs in rear corner posts
Install Cougar model 3200 DC box vibrator
Install two (2) shovel holders on bulkhead
Install branch deflector on cabshield to protect tarp system, passenger-side
Install license plate bracket in upper left corner of tailgate
Install side-mounted fixed stainless-steel steps and one grab handle, driver-side at front corner of dump
Install extended catwalk from driver step to front of dump
Install proximity switch for body-up light
Install conspicuity tape at rear and sides of dump body
*****The cabshield/tarp system must be a 10' from ground height maximum*****

Install **Mailhot G4120-5-3 DA Telescopic Hoist including the following:**
Greaseable rear hinge and replaceable rear pin
Hoist is double-acting and trunnion-mounted
Install remote lube grease line kit for Mailhot hoists

Install **Roll-Rite Electrical Tarp System including the following**
Direct-drive motor/gear box assembly
Aluminum wind deflector
Aluminum tarp and tension bows (elbowed)
4-spring tarp arms
18' mesh tarp cover

Install **Central Hydraulic System including the following:**
Hot-shift PTO with direct-mounted Permco 3.94 CID gear pump
Low-oil shutdown system wired into PTO to disengage PTO when a low-oil situation exists
32-gallon Slimline steel oil reservoir with tank mounted filter and sight/temp gauge on end of tank
- Ball valve shut-off on supply port
- Low oil sensor in tank
- Tank to be painted Black
- Filled with AW-32 hydraulic oil

DVA20 valve for hoist up/down valve with relief for down

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Apsco single-axis air lever with safety detent for hoist up/down mounted in center console
All necessary hoses and fittings

Install **Custom Lighting & Electrical System including the following:**
Four (4) SoundOff mPower (mo. EMPC2SMS4) amber/green LED flashers flush-mounted:
Two (2) cabshield-mounted front-facing on cabshield
Two (2) cabshield-mounted side-facing at bottom of cabshield
4-hole light cut-outs in rear pillars including:
Four (4) SoundOff LED nForce (mo. ENFSLSDG12) split green/amber flashers mounted in top & bottom positions
Two (2) SoundOff LED S/T/T lights mounted in 2nd position
Two (2) SoundOff LED backup lights mounted in 3rd position
¾" LED marker lights on sides of light wedges only, no 3-light cluster wanted
Betts junction box with sealed wiring
Backup alarm
Electric brake controller
Chassis switch for flashers, all flashers to be on one switch
Dash indicator: body-up
Console indicator for low oil
InPower 6-pack console switches for: tarp in, tarp out, PTO on/low oil override, vibrator, tailgate, spare

Install **¾" Steel Rear Hitch Assembly including the following:**
PH20 Pintle hook, multi-drill pattern for adjustable mounting heights (set at 24" from ground to cradle)
Rear tow hooks to outside of frames
¾" D-rings for safety chains
OEM taillights recessed into hitch plate
7-way RV plug

Install **Minimizer Floor Mats for Freightliner M2** (mo. FKFRTL2B-MIN / 10002265)

Paint **Bottom of body, body hinge, body props, rear hitch and attaching hardware Black**
Dump body to be painted one-color White

Above equipment installed and painted price: $46,206.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.
Crysteel dump body includes 3-year 100% parts & labor warranty with additional 2 years, 50% parts & labor.
Warranty on Mailhot hoist is 2 years limited

Chassis requirements to be confirmed at time of order:
CT: To be determined at the time of order
DEF tank mounted behind driver side front fender
Fuel tank under driver's side cab
Battery box mounted driver side behind fuel tank
Under cab DPF and SCR with vertical tail pipe
PTO provision
1 spare switch in dash
Trailer wiring to the rear for electric brake controller

Payment Terms: Net 30. Pricing effective for 30 days.
FOB: City of Jackson
Delivery: Dependent on chassis arrival – To be determined

TRUCK & TRAILER Specialties, Inc.
3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | www.ttspec.com | ph: (616) 698-8215 | fx: (616) 698-0972

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Mike Bouwman

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: July 12, 2022

SUBJECT: **Approval of the purchase of one 2024 Freightliner 108SD truck cab & chassis through D&K Truck Company of Lansing, MI, and build-up by Truck & Trailer Specialties of Dutton, MI with a Stellar Hook lift System and 20-yard leaf box. For a total cost of $207,117.90, (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be made through MiDeal contracts.**

Recommendation:

Approve the purchase of one 2024 Freightliner 108SD truck cab & chassis through D&K Truck Company of Lansing, MI, and build-up by Truck & Trailer Specialties of Dutton, MI with a Stellar Hook lift System and 20-yard leaf box. For a total cost of $207,117.90, (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be made through MiDeal contracts.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: July 12, 2022

RECOMMENDATION: Approve the purchase of one 2024 Freightliner 108SD truck cab & chassis through D&K Truck Company of Lansing, MI, and build-up by Truck & Trailer Specialties of Dutton, MI with a Stellar Hook lift System and 20-yard leaf box. For a total cost of $207,117.90, (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be made through MiDeal contracts.

SUMMARY

Due to the current age of the Motor Pool Fleet's existing hook lift trucks, the City is spending large amounts of time and money in maintenance and repair costs to keep these trucks in service. The hook lift trucks are used on a daily basis to provide essential City services. The requested hook lift truck would replace one of the current 2006 models, which through age and daily use is in poor condition. There are three other hook lift trucks in the fleet and all are of similar age and condition.

BUDGETARY CONSIDERATIONS

The one 2024 Freightliner 108SD truck cab & chassis will be purchased from D&K Truck Company of Lansing, MI through MiDeal contract #071B6600119 for a cost of $112,609.20.
Truck & Trailer Specialties of Dutton, MI through MiDeal contract #200000000034, will complete the build-up to include the Stellar Hook lift system, hydraulic system, electronic spreader controller, and Roll-rite electronic tarp system for a total cost of $71,195.30. Also purchased through Truck & Trailer Specialties MiDeal contract will be a 20-yard leaf box with rear barn doors for a cost of $23,313.40.
The total cost to purchase the hook lift truck complete with build-up and leaf box is $207,117.50, (this includes a 10% contingency). Funding will be provided through the City Recovery Funds under the American Rescue Plan Act. All procurements will be made through current MiDeal contracts.

HISTORY, BACKGROUND and DISCUSSION

The Public Works Department utilizes hook lift trucks to provide many different types of essential public services to the residents of the City. The hook lift truck style is versatile in that the rear attachment can be changed depending on the type of services needed. This style of truck can be used with large dumpster-style containers, aggregate dump boxes, flatbeds, liquid tanks, and salters. A few of the typical uses include hauling of leaves, snow, sand, gravel, large tree debris and brush, spoils from water main breaks and sewer repairs, salting and chloride application on city streets, as well as spraying for dust control. These trucks are also utilized for city cleanup events, property cleanups and trash picked up throughout the city. This style of truck is used on a daily basis by our Public Works crews for any one of the above-listed services to our residents. The separately purchased 20 yard leaf box will be used for all of the aforementioned tasks.

POSITIONS

Recommend the approval of the purchase of one 2024 Freightliner truck cab & chassis and build up with a Stellar Hook lift System and 20-yard leaf box, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

D & K Truck Company

Prepared by:
Edward Merrill
D & K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Q u o t a t i o n

2024 108SD FREIGHTLINER HOOKLIFT CHASSIS

SET BACK AXLE - TRUCK

CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

RT-46-160 46,000# R-SERIES TANDEM REAR AXLE

TUFTRAC GEN2 46,000# COMFORT RIDE REAR SPRING SUSPENSION

MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE

18,000# TAPERLEAF FRONT SUSPENSION

108 INCH BBC CONVENTIONAL CAB

5325MM (210 INCH) WHEELBASE

7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

2275MM (90 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	102,157	$	102,157
CUSTOMER PRICE BEFORE TAX		**$**	***102,157***	**$**	***102,157***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	0	$	0
DOC /TITLE FEES		$	215	$	215
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**102,372**	**$**	**102,372**

NOTES/COMMENTS:

IN SEPTEMBER WE SUSPECT A MODEL YEAR 2024 SURCHARGE, TO BE DETERMINED

CURRENT MI-DEAL # 071B6600119, CY23 CONTRACT NUMBER SUBJECT TO CHANGE…

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

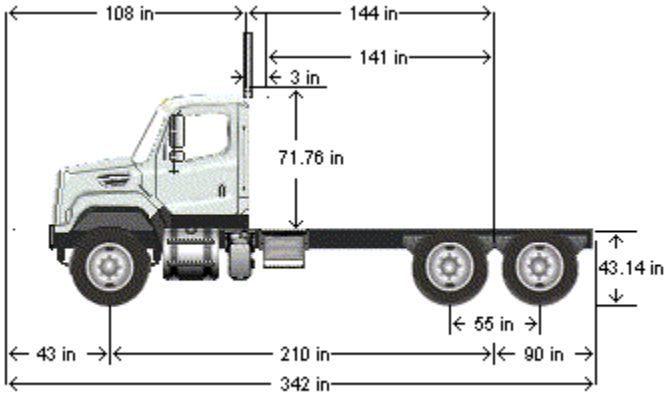
Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

D & K Truck Company

Prepared by:
Edward Merrill
D & K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545) .....5325MM (210 INCH) WHEELBASE

Rear Frame Overhang (552)..... 2275MM (90 INCH) REAR FRAME OVERHANG

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Sleeper (682).....NO SLEEPER BOX/SLEEPERCAB

Exhaust System (016) .....RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

D & K Truck Company

Prepared by:
Edward Merrill
D & K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Dimensions	Inches
Bumper to Back of Cab (BBC)	108.3
Bumper to Centerline of Front Axle (BA)	42.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	144.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	141.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	233.7
Cab Height (CH)	71.8
Wheelbase (WB)	209.6
Frame Overhang (OH)	89.6
Overall Frame Length	338.6
Overall Length (OAL)	342.0
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	43.1

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

TRUCK & TRAILER Specialties, Inc.
3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | www.ttspec.com | ph: (616) 698-8215 | fx: (616) 698-0972

June 15, 2022
Quote No. DQO003427
City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, ph: (517) 398-0202

MiDEAL

State Contract No: 200000000034

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

Install **Stellar Hook lift hoist model Shuttle 138-18-52 including the following:**
Stellar Shuttle 138-18-52, pt# SH52-138, designed for 130" to 144" CT chassis
Body lengths 15'-16' containers; up to 19' flatbed
61-3/4" hook height
Sliding front jib assembly
Hydraulic lock-out to prevent out of sequence operation
SH52-138 includes:
- 26874 Tilt Asm 174-20-52k
- 99903 Secondary Asm 138-18-52K Gen2
- 99921 Dump Asm 138-18-52K Gen2
- 99901 Base Asm 138-18-52K Gen2
- 99942 Hose kit 138-18-52K Gen2
- 98674 Mtg kit shuttle52 Gen2

Install tab alarm kit with bracket
Standard zinc pins
Standard black paint

Install **Central Hydraulic System including the following**
A10VO80 Rexroth piston pump directly mounted to PTO
Hot-shifted PTO
Low-oil shutdown relay with override button
Rexroth 5m4-12 closed-center control valve with the following sections:
- DA Air-operated Motorspooled Hook Hoist (26 GPM)
- DA Air-operated Motorspooled Jib (15 GPM)
- SA EPC Spinner w/ 2,000 PSI B Port LS Relief (8 GPM)
- SA EPC Conveyor w/ 2,000 PSI B Port LS Relief (15 GPM)
- SA EPC Pre-wet w/ 2,000 PSI B Port LS Relief (8 GPM)

Valve to be mounted in a stainless-steel valve enclosure on side of frame
Apsco Air lever controllers for the hoist & jib functions with safety detents, mounted at a 30-degree angle
Control console in cab for air lever controllers with safety detents
30-gallon side of frame-mounted steel hydraulic tank
- Zinga-type return oil filter mounted in tank
- Filled with AW32 hydraulic oil
- 18" brass Low oil sensor mounted in tank
- Suction strainer mounted in the tank
- Ball valve shutoff on hydraulic tank for case drain and suction ports

All necessary hoses and fittings
Conveyor, spinner and prewet circuits to have stainless steel couplers with dust caps and plugs
- ¾" male for return, ½ male for conveyor, ½" female for spinner, and 3/8" male for prewet

Mount coupler plate behind cab like current truck

Install **Rexroth CS630 Electric Spreader Controller** mounted between the seats on a console
Operated groundspeed oriented
Install remote pause/blast big switch on console

Install **Roll-Rite Electric Tarp System including the following:**
Install tarp tower constructed of 6" channeled uprights, with full-width formed top for supporting tarp brackets
Aluminum wind deflector 97" wide
Direct-drive motor/gear box assembly mounted to the tarp head
Aluminum tarp bow only, does not need tension bows
5-spring tarp arms with frame mounting brackets extending off Steller subframe
20' Mesh tarp cover
Install switch in controller console mounted between seats

Install **Custom Chassis Lighting & Electrical including the following:**
Four (4) SoundOff mPower (mo. EMPC2SMS4) amber/green LED flashers flush-mounted:
Two (2) tarp tower-mounted front-facing on tarp header
Two (2) tarp tower-mounted side-facing on ends of tarp head
Three-hole, 6" oval, steel light boxes mounted to the chassis just behind the tires/fenders on each side including the following in each light box:
One (1) SoundOff LED nForce (mo. ENFSLSRV12) amber/green flashers (inner holes)
One (1) SoundOff LED backup light (middle holes)
One (1) SoundOff LED STT light (mounted in outside holes)
¾" Marker light kit mounted on end of light box
Proximity switch, 12-volt for body-up light with indicator mounted in dash
Install ¾" marker 3-light cluster located below hinge
Betts junction box with sealed wiring
Backup alarm
Use chassis switches for: flashers, PTO on
Install indicators for: PTO on & low-oil- location to be determined

Install **Four single poly fenders for tandem chassis including the following:**
Buyers poly single fender kit for dual wheel- Black
Offset mild steel fender mounting kit - Black
Mudflaps behind the drive tires incorporated to poly fenders
Mount 3" x 4" tubing below frame extending form one side to the other for mudflap brackets

Install **Minimizer Floor Mats for Freightliner SD108** (mo. FKFRTL2B-MIN / 10002265)

Paint **Hoist and attaching hardware painted Black**

Above chassis-installed equipment and painted price: $64,723.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Chassis requirements to be confirmed at time of order:
CT: 144" - to be confirmed at order
6-pack of switches
Round fuel tank
Horizontal DPF mounted under the curbside door or behind cab
Right side with a vertical tailpipe
OEM front bumper
PTO provision

TRUCK & TRAILER Specialties, Inc.
3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | www.ttspec.com | ph: (616) 698-8215 | fx: (616) 698-0972

Payment Terms: Net 30. Pricing effective for 30 days.
FOB: City of Jackson
Delivery: Dependent on chassis arrival – To be determined

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Mike Bouwman

TRUCK & TRAILER Specialties, Inc.
3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | www.ttspec.com | ph: (616) 698-8215 | fx: (616) 698-0972

June 16, 2022

City of Jackson
521 Water Street, Jackson, MI 49203
Attn: Jeff Schmeltz, ph: (517) 398-0202

MiDEAL

State Contract No: 200000000034

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

Hooklift Details: Stellar mo. 138-18-52, 61-3/4" hook height, 52,000 lbs. capacity

Install **Poynette 16' Roll-off Container for Leaf Collection including the following:**
62" side wall constructed of 12 ga steel (no board pockets)
20 cubic yard capacity
Vertical side posts on 24" centers
16' skid length
¼" floor
Rear door has **barn doors**
6" x 2" main rail tubing, 4" x 3" tubular top rail
3" structural crossmembers on 12" centers under the floor
2 roller assemblies at rear 6-5/8" diameter x 8" long with grease fittings
Hook height is 62"
Body will be primed and painted White

Above installed and painted price: **$21,194.00 ea.**

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30. Pricing effective for 30 days.
FOB: City of Jackson
Delivery: 90-100 days ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Mike Bouwman

467

2045
467

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: July 12, 2022

SUBJECT: Lead line replacement Electrical

Recommendation:

Approval of an award for the contract for the Lead line Electrical replacement to Cochran Electric in the amount of $187,250

I recommend approval of the Lead line electrical replacement. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Tim Pickett, Assistant DPW Director

DATE: July 12, 2022

RECOMMENDATION: **Approval of an award for the contract for the Lead line electrical replacement to Cochran Electric, Jackson Michigan at a cost of $187,250, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

SUMMARY

On June 1, 2022, bids were opened in the Purchasing Department for the Lead line electrical project for an estimated 250 houses in The City of Jackson.

BUDGETARY CONSIDERATIONS

Bids were as follows:

Company	**Bid**
Cochran Electric	$ 187,250

This project will be paid out of the Lead line replacement fund.

HISTORY, BACKGROUND and DISCUSSION

The main purpose of the replacement is to eliminate lead in drinking water.

DISCUSSION OF THE ISSUE

The antiquated lines play a crucial role in transferring water to our citizens throughout the City. Failure to replace the lead lines would cause The City to be in violation with the State of Michigan.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of DPW that the contract for the Lead line electrical contract be awarded to Cochran Electric, of Jackson, Michigan at a cost of $187,250. We also request that the Mayor and City Clerk be authorized to execute the appropriate document(s).

TP/MO

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: June 1,2022

In compliance with your invitation for bids dated 5/27/2022

to perform electrical

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Cochran Electric Co.
   organized and existing under the laws of the State of Michigan
   with offices at 2103 S. Jackson St. Jackson, MI
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within sixty (60) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-1299179

(Corporate Seal, if applicable)

Name of Bidder: Matt Hill

Signed Robyn Steffen

By: _____

Its: V-Pres

BID SHEET

DATE: 6/1/22

PROPOSAL FOR: ELECTRICAL GROUNDING FOR LEAD SERVICE LINE REPLACEMENT and PLUMBING FOR LEAD SERVICE LINE REPLACEMENT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
N/A	

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

EACH BID WILL BE AWARDED SEPARATELY.

PLUMBING LEAD SERVICE LINE REPLACEMENT				
ITEM NO	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1	Standard hooking (meter and plumbing will be within five (5) feet of exterior wall)	250 each		
2	Time and Material Rate (additional work if plumbing has to be moved)	250 each		
	TOTAL	$		
TOTAL BID WRITTEN OUT:				

ELECRICAL GROUNDING FOR LEAD SERVICE LINE REPLACEMENT				
ITEM NO	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1	Reconnect grounding to copper piping	250 each	537.00	134,250.00
2	Installation of new grounding to ground rods (if using pex)	250 each	749.00	187,250.00
	TOTAL	$ As per stated above		
TOTAL BID WRITTEN OUT: Price as per option #1 or #2				

Bidders Name:	Cochran Electric Co.
Address:	2103 S. Jackson St.
City, State, Zip:	Jackson, MI 49203
Telephone:	517-784-7106
Fax:	
Email Address:	office@cochranelectricco.com
Federal ID Number:	38-1299179

Bid Signed By:	Robyn Steffen	Print or Type
Title:	V-Pres	

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Robyn Steffen Its V-Pres

CONTRACT COMPLIANCE

DATE: May 18, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Robyn Steffen certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Robyn Steffen understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 6/1/22

By: Cochran Electric Co.
(Company)

By: Robyn Steffen V-Pres
(Title)

2103 S. Jackson St
Address

Jackson
City

MI
State

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Robyn Steffen

ADDRESS: 2103 S. Jackson St.
Jackson, MI

SIGNED BY: Robyn Steffen

TITLE: V-Pres

DATE: 6/1/22

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 6/1/22

By: Robyn Steffen
(Name of Bidder)

By: V-Pres
(Title)

2103 S. Jackson St.
Address

Jackson
City

MI
State

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Robyn Steffen, being first duly sworn, deposed and says that:

1. He is V-President of, Cochran Electric Co. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 6/1/22

By: Cochran Electric Co.
(Company)

By: Robyn Steffen
(Title)

Subscribed and sworn to before me, a Notary Public, this 31st day of May, 2022.

LAYNA MONK
Notary Public - State of Michigan
County of Jackson
Commission Expires 3-10-26
County of Jackson

Layna Monk

Notary Public, Jackson County,
My commission expires: 3-10-26

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

N/A

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Robyn Steffen an authorized representative of Cochran Electric Co. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 6/1/22

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Robyn Steffen	Cochran Electric Co.
Telephone	Email Address
517-784-7106	office@cochranelectricco.com

Contract or matter pending with the City:

Electrical grounding for lead service line replacemnet

I, Robyn Steffen, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease,

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

N/A

Additional information regarding any of the above:

☒ None of the above apply.

Dated: _____

Robyn Steffen
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 31st day of May, 2022
By Robyn Ann Steffen.

Layna Monk

LAYNA MONK
Notary Public - State of Michigan
County of Jackson
My Commission Expires 3-10-26
Acting in the County of Jackson

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1: See Attached	
COMPANY NAME:	Cochran Electric Co.
ADDRESS:	2103 S. Jackson St.
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	517-784-7106
OFFICERS:	
President: Ronald Cochran	Email Address: ronec@icloud.com
Vice President: Robyn Steffen	Email Address: robyn@cochranelectricco.com
Secretary:	Email Address:
Treasurer: Robyn Steffen	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Print Firm Name/Principal: Cochran Electric Co

Signature/Principal: Robert M Stephens

Date

-RESPONSIBLE CONTRACTOR ORDINANCE - #1

With over 96 years of service in the Jackson area, we at Cochran

Electric Co. have established our business as a local leader in the electrical contracting industry. We are a 3rd generation family business started in 1926 and just voted by the readers for *Jackson Magazine* as "Best Electrical Contractor" in Jackson. Currently, Ron Cochran and Robyn Steffen are the current 3rd generation owners and actively run the business.

We are licensed and insured for the convenience and protection of our clients, and we employ IBEW employees to help ensure quality. As a company with seasoned electricians, we can work on control wiring, new installation, troubleshooting or anything electrical.

-RESPONSIBLE CONTRACTOR ORDINANCE - #2

Cochran Electric has never operated under any other name.

-RESPONSIBLE CONTRACTOR ORDINANCE - #3

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes – Electrical Contractor License #6107095 and Master Electrician License #6208771

Ronald E Cochran
2103 S. Jackson St.
Jackson, MI 49203

-RESPONSIBLE CONTRACTOR ORDINANCE - #4

Yes, we keep current copies of all licensing on all our employees. The sub-contractors we hire for this job also have their current licenses to operate in their construction field.

- RESPONSIBLE CONTRACTOR ORDINANCE - #5

We have current I-9 forms on all employees verifying their Employment Eligibility. We will verify with all sub contractor's that they have I-9 verification on all of their employees working on this job.

-RESPONSIBLE CONTRACTOR ORDINANCE - #6

See work history in this folder. Also notate our completion of other previous jobs with the City of Jackson for reference.

-RESPONSIBLE CONTRACTOR ORDINANCE - #7

See attached

- RESPONSIBLE CONTRACTOR ORDINANCE - #8

No current litigations pending.

-RESPONSIBLE CONTRACTOR ORDINANCE - #9

One citation was issued from MIOSHA on 1/19/2022 for not having accident prevention program on site. The penalty was corrected on site and no fee was issued. Summary of Penalties for Inspection Number: 1573188

- RESPONSIBLE CONTRACTOR ORDINANCE - #10

We have never been sited for findings of non-responsibility or non-compliance with respect to any public or private construction project performed. We have never violated this.

-RESPONSIBLE CONTRACTOR ORDINANCE - #11

See attached

- RESPONSIBLE CONTRACTOR ORDINANCE - #12

Staffing by Cochran Electric will be members of IBEW Local Union 252. Staffing by sub and independent contractors will verified by Cochran Electric.

- RESPONSIBLE CONTRACTOR ORDINANCE - #13

All union employees are subject to random drug and alcohol testing at any time.

-RESPONSIBLE CONTRACTOR ORDINANCE - #14

This included in your bonding requirements, see bonding information from J. Ryan Bonding.

-RESPONSIBLE CONTRACTOR ORDINANCE - #15

We will pay our employees the current prevailing wage rates and fringe benefits as required by law. Cochran Electric pays employee's union rates and benefits that are above state requirements.

-RESPONSIBLE CONTRACTOR ORDINANCE - #16

We will ensure our sub contractors obligation to comply with this handbook of ordinances.

-RESPONSIBLE CONTRACTOR ORDINANCE - #17

-RESPONSIBLE CONTRACTOR ORDINANCE - #18

State licensed foreman and years of electrical services.

-RESPONSIBLE CONTRACTOR ORDINANCE - #19

See attached

-RESPONSIBLE CONTRACTOR ORDINANCE - #20

Quality checks are performed throughout the project and verified with blue print specs and weekly meetings.

-RESPONSIBLE CONTRACTOR ORDINANCE - #21

Rest assured we will do our best. Delivery times are unpredictable at this time due to economy and availability of materials.

-RESPONSIBLE CONTRACTOR ORDINANCE - #22

Cochran Electric has completed at least (5) projects with the City of Jackson similar to this project. See attached

-RESPONSIBLE CONTRACTOR ORDINANCE - #23

The ratio of Masters or journeyman to apprentices is dictated by the State of Michigan. Simply, the law requires a ratio of one apprentice to one journeyman or master on all projects excluding residential.

-RESPONSIBLE CONTRACTOR ORDINANCE - #24

See attached letter from Federated Insurance Co. regarding the last three year of "EMR"

-RESPONSIBLE CONTRACTOR ORDINANCE - #25

Cochran Electric electricians are trained by the LU 252 on safety and we have a safety manual and safety meetings.

-RESPONSIBLE CONTRACTOR ORDINANCE - #26

Documentation of journeyman certification can be provided for each project upon award of contract

-RESPONSIBLE CONTRACTOR ORDINANCE - #27

Cochran Electric will draw from our existing work force which are all local residents. If we need to call for additional man power they will be provided by the LU 252.

-RESPONSIBLE CONTRACTOR ORDINANCE - #28

IBEW LU252 is an equal employment opportunity employer, which is where we pull our workforce from.

-RESPONSIBLE CONTRACTOR ORDINANCE - #29

As stated in answer 28.

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: July 12, 2022

SUBJECT: Lead line replacement plumbing

Recommendation:

Approval of an award for the contract for the Lead line plumbing replacement to Northwoods Plumbing in the amount of $156,250

I recommend approval of the Lead line plumbing replacement. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Tim Pickett, Assistant DPW Director

DATE: July 12, 2022

RECOMMENDATION: **Approval of an award for the contract for the Lead line plumbing replacement to Northwoods plumbing, Concord Michigan at a cost of $156,250, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

SUMMARY

On June 14, 2022, bids were opened in the Purchasing Department for the Lead line plumbing project for an estimated 250 houses in The City of Jackson.

BUDGETARY CONSIDERATIONS

Bids were as follows:

Company	Bid
Northwoods Plumbing	$ 156,250

This project will be paid out of the Lead line replacement fund.

HISTORY, BACKGROUND and DISCUSSION

The main purpose of the replacement is to eliminate lead in drinking water.

DISCUSSION OF THE ISSUE

The antiquated lines play a crucial role in transferring water to our citizens throughout the City. Failure to replace the lead lines would cause The City to be in violation with the State of Michigan.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of DPW that the contract for the Lead line plumbing contract be awarded to Northwoods Plumbing, of Concord, Michigan at a cost of $156,250. We also request that the Mayor and City Clerk be authorized to execute the appropriate document(s).

TP/MO

CITY OF JACKSON

PLUMBING FOR LEAD SERVICE LINE REPLACEMENT

Bid Responses Due: WEDNESDAY, JUNE 14, 2022 by 09:00:00 AM

CONTENTS

INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS (IB)
PROPOSAL FORMS (P)
AGREEMENT (A)
GENERAL CONDITIONS (G)
DETAILED SPECIFICATIONS

CITY OF JACKSON, MICHIGAN
161 W. Michigan Avenue
Jackson, Michigan 49201

CITY OF
JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

June 7, 2022

INVITATION TO BID

Sealed proposals for PLUMBING FOR LEAD SERVICE LINE REPLACEMENT will be received by the City of Jackson Purchasing Agent, 161 W. Michigan Avenue, 10th Floor, Jackson, Michigan, WEDNESDAY, JUNE 14, 2022 until 09:00:00 AM.

Bidders may obtain packets containing Instructions to Bidders, Proposal Forms, Specifications and Contract Forms from the city's website at http://www.cityofjackson.org/rfq.

No prebid will be held. Contractor's can direct their questions to Shelly Allard at sallard@cityofjackson.org.

The City of Jackson does not discriminate on the basis of race, religion or national origin, color, age, sex, height, weight, marital status, and physical or mental handicap as to: access, availability, employment, or participation in any of its programs and activities.

City of Jackson
By
Phil Hones, Purchasing Agent

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 6/10/2022

In compliance with your invitation for bids dated 6/7/2022 - 6/14/2022
to perform Plumbing for Lead Service Line Replacement
in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Northwoods Plumbing LLC
   organized and existing under the laws of the State of MICHIGAN
   with offices at 8730 Wheeler Rd CONCORD MI
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within sixty (60) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 26-3573453

(Corporate Seal, if applicable)

Name of Bidder: Steve Sinden

Signed

By: _____

Its: OWNER

BID SHEET

DATE:

PROPOSAL FOR: PLUMBING FOR LEAD SERVICE LINE REPLACEMENT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

PLUMBING LEAD SERVICE LINE REPLACEMENT				
ITEM NO	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1	Standard hooking (meter and plumbing will be within five (5) feet of exterior wall)	250 each	$625	156,250
2	Time and Material Rate (additional work if plumbing has to be moved)	250 each	$105/HR +Material	TBD
	TOTAL	$		

TOTAL BID WRITTEN OUT:

Bidders Name:	Northwoods Plumbing LLC
Address:	8730 Wheeler Road
City, State, Zip:	CONCORD MI 49237
Telephone:	(517) 524-2400
Fax:	
Email Address:	nwplumbingllc@yahoo.com
Federal ID Number:	26-3573453
Bid Signed By:	Print or Type Steve Sinden
Title:	OWNER

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By _____ Its OWNER

DATE: June 7, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Northwoods Plumbing certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Northwoods Plumbing understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 6/10/2022

By: Steve Sinden
Northwoods Plumbing LLC
(Company)

By: [signature] Owner
(Title)

8730 Wheeler Rd
Address

Concord MI
City

MI
State

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Northwoods Plumbing LLC

ADDRESS: 8730 Wheeler Road
CONCORD MI 49237

SIGNED BY: [signature]

TITLE: Owner

DATE: 6/10/2022

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 6/10/2022

By: Steve Sinden
Northwoods Plumbing
(Name of Bidder)

By: Owner
(Title)

8730 Wheeler Rd
Address

CONCORD
City

MI
State

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MICHIGAN)
ss
COUNTY OF Jackson)

Judy Lefere, being first duly sworn, deposed and says that:

1. He is Steve Sinden of, Northwoods Plumbing LLC the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 6/14/2022 By: Northwoods Plumbing
(Company)

By: [signature] Owner
(Title)

Subscribed and sworn to before me, a Notary Public, this 14 day of June, 2022.

Judy A Lefere

Judy A. Lefere, Notary Public
State of Michigan, County of Jackson
My Commission Expires 4/14/2023
Acting in the County of _____

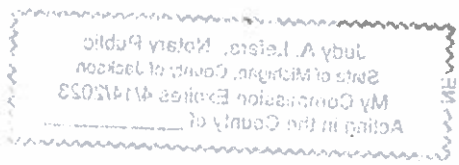
Notary Public, Jackson County,

My commission expires: 04/14/2023

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.



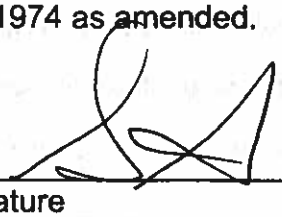
RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Steve Sinden an authorized representative of Northwoods Plumbing am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 6/10/2022



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Telephone	Email Address

Contract or matter pending with the City:

_____

_____

I, _____, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease,

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 14 day of June, 2022
By Judy Lefere.

Judy A. Lefere, Notary Public
State of Michigan, County of Jackson
My Commission Expires 4/14/2023
Acting in the County of _____

Judy a Lefere

Commission expires:
04/14/2023

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Northwoods Plumbing LLC
ADDRESS:	8730 Wheeler Rd
CITY, STATE, ZIP:	CONCORD MI 49237
TELEPHONE:	(517) 524-2400
OFFICERS:	
President: Steve Sinden	Email Address: nw plumbing llc@yahoo.com
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer:	Email Address:

CRITERIA 2:	
How many years has your organization been in business under your present firm name? 14 yrs	
PARENT COMPANY NAME:	Northwoods Plumbing LLC
STREET ADDRESS:	8730 Wheeler Rd
CITY, STATE, ZIP CODE:	CONCORD MI 49237
UNDER CURRENT MANAGEMENT SINCE (DATE):	3/15/2008

CRITERIA 3:

State and local licenses and license numbers held by your organization:

State License for Northwoods Plumbing
8003699

Local License for Steve Sinden 8112151

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

Steve Sinden (owner) Master Plumber

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

I, Steve Sinden (owner) confirm that all employees working on this project will be licensed as required by law.

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

This is to verify that the bidder (Northwoods Plumbing LLC) is in compliance with all applicable State and federal laws have no employees working with a visa.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

✓ NONE

CRITERIA 9:

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.

✓ NONE

CRITERIA 10:

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

☑ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	ACCORD (Walton Insurance)
Type of Coverage:	Liability
Telephone:	(517) 787-2600

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☒

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☑ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

See attachment

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Northwoods Plumbing LLC hereby affirms that all craft employees on this project shall be paid current wage rates and fringe benefits as required under applicable federal, state or local wage laws.

CRITERIA 11

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2021

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

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

PRODUCER	CONTACT NAME: Andrea Masters
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: amasters@waltoninsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Home-Owners Insurance Company	26638
INSURER B: Auto Owners Insurance Company	18988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Northwoods Plumbing & Home Improvement LLC, 8730 Wheeler Rd, Concord MI 49237-9755

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			06200608	07/02/2021	07/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4913960800	07/02/2021	07/02/2022	Hired/Non-Owned Auto COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ 1,000,000 $ $ $ $ 1,000,000
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			4913960801	07/02/2021	07/02/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		06171888	07/02/2021	07/02/2022	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 12

Northwoods Plumbing LLC has a full staff of employees, all of which are at least the apprenticeship level, a journeyman and 3 Master plumbers.

Northwoods Plumbing LLC will not misclassify construction workers as independent contractors.

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 14

Northwoods Plumbing LLC guarantees a 1 year limited warranty on all services performed through our company on labor and materials.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Northwoods Plumbing LLC understands contracts and obligations with 14 years of experience in the plumbing business.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Any possible change orders could arise from newer, more favored ways from new technologies. Inflation being at a 40 year high has been adjusted into the original quote.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.

All employees of Northwoods Plumbing LLC are apprentices working with master plumbers. We have a 1 to 1 working design,

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Northwoods Plumbing LLC has definite standards and goals for our employees. We have set policies and procedures to achieve our daily goals. We communicate daily on results and complexities working together as a team to resolve issues as they arise.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Communication is our key. We, as a company relate to the concept of all doing our jobs, all succeeding. Bonuses reflect their efforts and all employees strive to achieve these results economically, efficiently and

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 19

Northwoods Plumbing LLC References:

Prominent Design

Chris Sayles

(517) 937-6520

Kim Rendell

Jackson City Inspector

(517) 795-9918

Stoneridge Builders

Gordon Milnes

(313) 520-7428

Brigham Construction

Bill Brigham

(517) 474-8424

Strouss Construction

Dan Strouss

(517) 937-4500

Jackson Industrial Construction

Nick Curtis

(517) 262-6101

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 22

Northwoods Plumbing LLC References:

$60,000 Projects Per Location:

Culver's Niles, Brighton, Owosso, Three Rivers, Charlotte

McCon Construction

(608) 929-7737

Attention: Mike Spencer

$300,000 Project

Hillsdale College Dorms and Hillsdale College Townhouses

Weigand Construction

(260-490-7449

Attention: Kent

$300,000 Project

John Ganton Brightside

(517) 937-2319

Attention: Crystal Caldwell

$100,000 Project

Uckele Health and Nutrition

(517) 610-1126

Attention: Ryan Griffiths

$150,000 Project

Lloyd Ganton Retirement Center

(517) 414-5562

Attention: Dan Milnes

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Northwoods Plumbing LLC has a 1 to 1 Ratio. One master plumber paired with an apprentice to achieve their daily goals

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☑ Yes

☐ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

100% Jackson County Residents

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Northwoods Plumbing LLC

Print Firm Name/Principal

Signature/Principal

6/14/2022

Date

WALTON
INSURANCE GROUP

Criteria 24

June 13, 2022

Steve Sinden
Northwoods Plumbing & Home Improvement LLC
8730 Wheeler Rd
Concord, MI 49237-9755

RE: Workers Compensation #06171888
Auto Owners Insurance Company

To Whom It May Concern:

The Workers Compensation Experience Modification Rating Factor for the above insured is:

.92 – July 2, 2021 to July 2, 2022
.93 – July 2, 2022 to July 2, 2023

If you have any questions, please give us a call.

Sincerely,

Andrea

Andrea Masters
Account Manager

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 28 + 29

Northwoods Plumbing LLC is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship.

Northwoods Plumbing LLC makes hiring decisions based solely on qualifications, merit, and business needs at the time.

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five

(5) years including information regarding records of performance and job site cooperation.

3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

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: July 12, 2022

SUBJECT: Award a Contract to Family First Builders LLC in the Amount of $55,700 to Perform Lead-Based Paint and Asbestos Abatement at 1100 Chittock Ave

---

Recommendation:

Award a contract to Family First Builders LLC in the amount of $55,700 to perform lead-based paint and asbestos abatement at 1100 Chittock Ave.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council confirm award a contract to Family First Builders LLC in the amount of $55,700 to perform lead-based paint and asbestos abatement at 1100 Chittock Ave.

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 Community Development

DATE: July 12, 2022

RECOMMENDATION: Award a Contract to Family First Builders LLC in the Amount of $55,700 to Perform Lead-Based Paint and Asbestos Abatement at 1100 Chittock Ave

---

SUMMARY

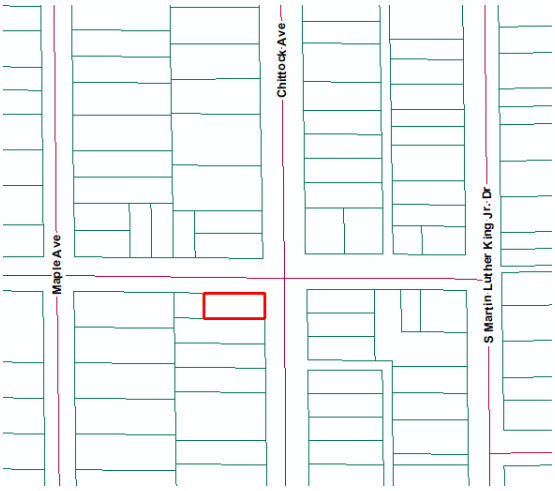
Award a contract to Family First Builders LLC in the amount of $55,700 to perform lead-based paint and asbestos abatement at 1100 Chittock Ave.

BUDGETARY CONSIDERATIONS

This property is one of five City-owned residential structures identified to undergo complete lead-based paint and asbestos abatement prior to comprehensive rehabilitation utilizing ARPA funding.

HISTORY, BACKGROUND and DISCUSSION

The City acquired 1100 Chittock Ave in November 2018 from the Jackson County Treasurer after tax foreclosure. Initially slated for demolition and later offered to the public to purchase, the duplex was reconsidered to undergo full and complete rehabilitation. Upon completion, the home would be assumed by a non-profit entity to use as transitional housing.



DISCUSSION OF THE ISSUE

Only one contractor bid on this abatement project. The scope of work includes taking proper measurements, conducting full lead-based paint and asbestos abatement (permanent removal of building components) and proper disposal, and obtaining the required clearances after abatement is completed.

POSITIONS

Requested action is for City Council to award a contract to Family First Builders LLC in the amount of $55,700 to perform lead-based paint and asbestos abatement at 1100 Chittock Ave.

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: July 12, 2022

SUBJECT: **Approve the Contract Award for Lead Service Line Replacements on East Michigan Avenue from Cooper Street and the east City Limits to Dunigan Brothers, Inc. of Jackson, Michigan.**

Recommendation:

> **Approval of an award for the contract for the Lead Service Line Replacement project for East Michigan Avenue from Cooper Street to the east City Limits to at a cost of $844,708.30, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

Attached is a report Jon Dowling, City Engineer requesting approval of the contract award above.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 12, 2022

RECOMMENDATION: Approval of an award for the contract for the Lead Service Line Replacement project for East Michigan Avenue from Cooper Street to the east City Limits to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of $844,708.30, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On June 29, 2022, bids were opened in the Purchasing Department for the Lead Service Line Replacement project for East Michigan Avenue, from Cooper Street to the east City Limits. The project consists of 40 lead water service replacements.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was $579,871.50. One bid was received as follows:

Company	Bid
Dunigan Brothers, Inc., Jackson, MI	$844,708.30

This project will be paid out of Water Funds.

Bid evaluation criteria is part of the Responsible Contractor Ordinance which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Dunigan Brothers	25	25	25	15	8	98

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that there are about 40 properties on East Michigan Avenue that have lead water services. Michigan Department of Transportation (MDOT) is in the planning stages to reconstruct E. Michigan Ave. in the future. In order to have the water main replacement in MDOT's future project, all of the lead water services have to be removed.

DISCUSSION OF THE ISSUE

This project is to remove the remaining lead water services on East Michigan Avenue to prepare for the future water replacement to improve water quality and pressure in the City. The work on the state highway is complicated with the water services being installed while still maintaining traffic on the highway. Many of the services connect to the water main on one side of the road, then having to shift traffic to the other side to be able to continue the water service work to the building. Due to the issues involved, Dunigan Brothers was the only bidder on this project. Engineering staff has talked with other contractors to find out why they did not bid, and they cited these complications. We have also talked with Dunigan and are confident that they can perform this work. Review of the bid tabulation shows that a number of their unit prices were under the engineer's estimate. Asphalt hand patching, minor traffic devices, water service pipe, CU, 1-inch and water service pipe CU, 2-inch are the work items that have the greatest unit price change over our engineer's estimate.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the contract for Lead Service Line Replacement project for East Michigan Avenue from Cooper Street to the east City Limits be awarded to Dunigan Brothers, Inc., at a cost of $844,708.30. We also request that the Mayor and City Clerk be authorized to execute the appropriate document(s).

JHD/sms

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: July 12, 2022

SUBJECT: **Approve the Contract Award for Miscellaneous Construction projects to Bailey Excavating, Inc. of Jackson, Michigan.**

Recommendation:

> **Approval of an award for the contract for the Miscellaneous Construction project for sidewalk construction on Morrell Street, drainage improvements on Pearl Street and on S. Durand Street and water main replacement on Wildwood to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $379,364.77, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

Attached is a report Jon Dowling, City Engineer requesting approval of the contract award above.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 12, 2022

RECOMMENDATION: Approval of an award for the contract for the Miscellaneous Construction project for sidewalk construction on Morrell Street, drainage improvements on Pearl Street and on S. Durand Street and water main replacement on Wildwood to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $379,364.77, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On June 29, 2022, bids were opened in the Purchasing Department for the Miscellaneous Construction project for sidewalk construction on Morrell, drainage improvements on Pearl Street and on S. Durand Street and water main replacement on Wildwood from Lydia to Steward.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was $336,373.30. Bids were as follows:

Company	Bid
Bailey Excavating, Inc., Jackson, MI	$379,364.77
Dunigan Brothers, Inc., Jackson, MI	$521,994.70

This project will be paid out of water funds, local street funds and major street funds.

Bid evaluation criteria is part of the Responsible Contractor Ordinance which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Bailey Excavating	25	25	25	15	8	98
Dunigan Brothers	15.5	25	25	15	8	88.5

HISTORY, BACKGROUND and DISCUSSION

In 2006 and 2012, the water main on Wildwood Avenue between West Avenue and Lydia was replaced. In 2017, the water main on the eastern half of the block between Lydia and Steward was replaced as part of the MDOT project to convert Glick and Washington to two-way traffic. As a result, a short section of antiquated 1919 water main remains in the western half of the block between Lydia and Steward. As Wildwood between West and Steward is tentatively scheduled to be repaved in 2023, this last section of antiquated water main needs replacement so that it does not negatively impact the repaving project and the resulting resurfaced pavement.

In 2015, Pearl Street between Blackstone and Jackson was modified to provide on-street angle parking. Parking Lot 20 on the north side of that block was also constructed as part of that project. Since then, major storm events have demonstrated that the limited number of catch basins combined with the steep grade of the street results in a limited inlet capacity to direct surface runoff into the storm sewer system. The subject contract will add catch basins, adjust grades and modify inlet grates to increase inlet capacity.

In 2017, S. Durand Street was repaved with a new surface course of hot mix asphalt as part of the larger West Side Overlay contract. That contract was for surface improvements only. It did not address a long-time drainage deficiency on S. Durand between Williamson and Wildwood that results in several inches of stagnant water in the curb line and in drive approaches in the middle of the block. The subject contract will add catch basins to adequately drain the area where water currently ponds.

In the 1960s, South Cooper Street was constructed by MDOT. At that time, pedestrians and connectivity of the neighborhoods on each side of the new highway were not a priority consideration. Over time, pedestrian facilities along South Cooper have been improved on a piece by piece basis. However, sidewalk was never constructed on the south side of Morrell between Belden and South Cooper. The subject contract includes the construction of the missing sidewalk section. It is necessary to build this sidewalk now so that pedestrian signals and crosswalk markings are included in the upcoming MDOT project to replace the traffic signal at the intersection of South Cooper and Morrell.

DISCUSSION OF THE ISSUE

The subject contract will address the water main, drainage and sidewalk deficiencies at various locations throughout the city as outlined above. It will replace the last section of antiquated water main on Wildwood between Lydia and Steward, improve drainage on Pearl Street between Blackstone and Jackson, improve drainage on Durand between Williamson and Wildwood and construct sidewalk on Morrell between Belden and South Cooper.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the contract for the Miscellaneous Construction project for water main replacement on Wildwood, drainage improvements on Blackstone, drainage improvements on Durand and sidewalk construction on Morrell be awarded to Bailey Excavating, Inc. of Jackson, Michigan, at a cost of $379,364.77. We also request that the Mayor and City Clerk be authorized to execute the appropriate document(s).

JHD/sms

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: July 12, 2022

SUBJECT: Adoption of Resolution Adjusting Free Parking Durations

---

RECOMMENDATION:

Adopt the resolution adjusting free parking durations for the City of Jackson automobile parking system, and authorize the Mayor and City Clerk to execute the resolution.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding adjustments to parking durations in some City parking lots.

I recommend approval of the resolution. 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: July 12, 2022

RECOMMENDATION: Adopt the resolution adjusting free parking durations for the City of Jackson automobile parking system, and authorize the Mayor and City Clerk to execute the resolution.

SUMMARY

A minor adjustment of the parking system is needed to modify the free parking durations in several lots.

BUDGETARY CONSIDERATIONS

Item	Each	Total
18 – 48x24 Signs	$168.00	$3,024.00
18 – 24x18 Signs	$63.00	$1,134
25 - Posts	$35.10	$877.50
8 – Hour labor/equipment	$122.34	$978.72
Total		**$6,014.22**

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

HISTORY, BACKGROUND and DISCUSSION

The City has owned and operated a municipal parking system for decades. The current automobile parking system services all twelve (12) City owned downtown parking lots and two (2) parking decks. This system is utilized by many in and around the downtown area.

DISCUSSION OF THE ISSUE

Engineering received a request to modify the free parking duration in several lots within the City Automobile Parking System.

POSITIONS

I request approval to adopt the resolution adjusting the free parking durations for the automobile parking system.

ATTACHMENTS

RESOLUTION

BY CITY COUNCIL:

WHEREAS, City Council adopted a resolution on February 23, 2021 to establish the current fees, rates and charges for the automobile parking system of the City of Jackson including establishing the duration for free parking in the designated areas in Lots 5, 6, 8, 9/9a and 20;

WHEREAS, the City desires to modify the duration of free parking in some of the lots.

NOW, THEREFORE, BE IT RESOLVED that three hours of free parking shall be permitted in designated area in Lots 5, 9, and 14; and

BE IT FURTHER RESOLVED that Lot 9a may be used for downtown employees to park for free for the duration of their work shift.

BE IT FINALLY RESOLVED that remaining conditions in the resolution from February 23, 2021 remain unchanged.

* * * *

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 12th day of July, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 13th day of July, 2022.

_____ _____

Daniel Mahoney, Mayor 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: July 12, 2022

SUBJECT: Award a Contract to Family First Builders LLC in the Amount of $194,240 to Complete the Full Renovation of 404 Homewild Ave

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Recommendation:

Award a contract to Family First Builders LLC in the amount of $194,240 to complete the full renovation of 404 Homewild Ave.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council confirm award a contract to Family First Builders LLC in the amount of $194,240 to complete the full renovation of 404 Homewild Ave.

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 Community Development

DATE: July 12, 2022

RECOMMENDATION: Award a Contract to Family First Builders LLC in the Amount of $194,240 to Complete the Full Renovation of 404 Homewild Ave

---

SUMMARY

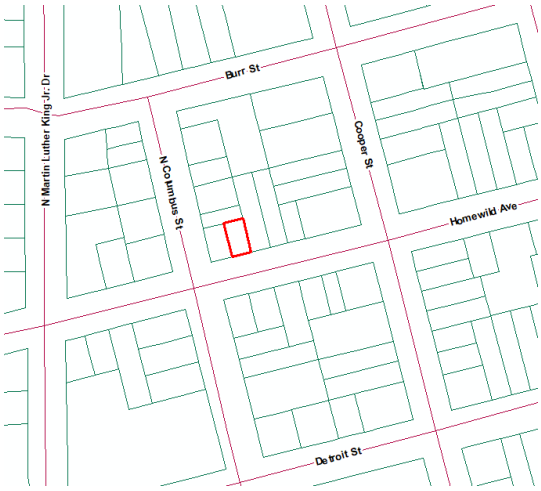
Award a contract to Family First Builders LLC in the amount of $194,240 to complete the full renovation of 404 Homewild Ave.

BUDGETARY CONSIDERATIONS

This property is one of five City-owned residential structures identified to undergo a comprehensive rehabilitation utilizing ARPA funding.

HISTORY, BACKGROUND and DISCUSSION

The City acquired 404 Homewild Ave in November 2018 from the Jackson County Treasurer after tax foreclosure. Initially slated for demolition, this house was reconsidered to undergo full and complete rehabilitation. All lead-based paint and asbestos have been fully abated and the structure is ready to completely renovate. Upon conclusion of the restoration, the home would be assumed by a non-profit entity to use as transitional housing.



DISCUSSION OF THE ISSUE

Two (2) contractors submitted bids to take on the foundation to roof total modernization as follows:

Contractor	Bid Amount
Family First Builders	$194,240
Eagle Ventures	$208,282

Awarding the contract to the low bidder, Family First Builders, saves $14,042 in ARPA funds budgeted toward the other four properties undergoing complete transformation.

POSITIONS

Requested action is for City Council to award a contract to Family First Builders LLC in the amount of $194,240 to complete the full renovation of 404 Homewild Ave.

Attachment: Bid Tabulation

JACKSON
Founded 1829

BID TABULATION
FOR
FULL REMODEL OF 404 HOMEWILD
JUNE 9, 2022

		FAMILY FIRST BUILDERS, LLC 4079 E. GRESHAM HIGHWAY POTTERVILLE, MI 48876	EAGLE VENTURES INC. 900 BRIGHTON RD. JACKSON, MI 49203
ITEM	**DESCRIPTION**	**BID**	**BID**
1	Contractor Responsible	$ 900.00	$ 29,452.00
2	Concrete Slab	$ 11,356.00	$ 11,400.00
3	Masonry Rebuild	$ 6,715.00	$ 8,250.00
4	Exterior Yard Work	$ 5,525.00	$ 1,600.00
5	Roof - Strip and Install	$ 13,422.00	$ 5,075.00
6	Porch - Replace Floor System	$ 11,475.00	$ 4,100.00
7	Roof - Remove/Replace	$ 4,675.00	included in line 12
8	Gutterwork	$ 2,720.00	$ 1,620.00
9	Siding - Vinyl	$ 10,472.00	$ 8,763.00
10	House Numbers	$ 350.00	$ 180.00
11	Fence - Vinyl Panels	$ 2,937.00	$ 3,600.00
12	Framing Interior	$ 7,165.00	$ 24,540.00
13	Window - Vinyl Double Hung	$ 4,900.00	$ 5,975.00
14	Door - Pre-Hung Steel	$ 900.00	$ 900.00
15	Insulation	$ 12,070.00	$ 10,665.00
16	Drywall	$ 8,798.00	$ 9,350.00
17	Flooring - Underlayment - 3/4"	$ 8,350.00	included in line 12
18	Paint - Interior	$ 11,375.00	$ 6,250.00
19	Kitchen - Cabinets	$ 12,680.00	$ 14,072.00
20	Kitchen - Stove	$ 1,300.00	$ 1,000.00
21	Kitchen - Refrigerator	$ 2,450.00	$ 1,700.00
22	Moldings	$ 3,893.00	$ 3,140.00
23	Flooring - Vinyl Plank	$ 8,415.00	$ 6,750.00
24	Door - Pre-Hung Molded	$ 3,060.00	$ 2,800.00
25	Masonry - Foundation Coating	$ 4,148.00	$ 2,700.00
26	Electrical - To Code	$ 11,874.00	$ 14,500.00
27	Plumbing - To Code	$ 10,480.00	$ 15,150.00
28	Furnace - Duct and Register	$ 11,835.00	$ 14,750.00
		$ 194,240.00	$ 208,282.00

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: July 12, 2022

SUBJECT: Award the Loomis Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $1,305,090

Recommendation:

Award the Loomis Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $1,305,090.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Loomis Park Playground Project.

We recommend approval of the contract to R.W. Mercer of Jackson, Michigan 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: July 12, 2022

RECOMMENDATION: Award the Loomis Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $1,305,090.

SUMMARY

Award the Loomis Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $1,305,090.

BUDGETARY CONSIDERATIONS

Funding for this project is broken down into the following areas:

- CDBG Funding $1,238,932.42
- Sale of City Property Funding $ 66,157.58

HISTORY, BACKGROUND and DISCUSSION

The Loomis Park Leather and Associates Wooden Playground was originally built and fundraised by the Loomis Park Playground Project Committee in the year 2000. The playground has provided a great place for kids to play for 22 years.

DISCUSSION OF THE ISSUE

Over the last several years we have had to remove several elements from the space rocket to wood fencing and walls to help open the park largely due to a high amount of vandalism and some crime. The attached pictures can help show the wear and tear of the playground equipment and pavilion. Splinters, rotted wood and inability to replace playground products have caused high maintenance costs. The playground's original concept was great at the time but it's created an area that has hiding places and for safety reasons staff and police can't see through the park. This new design allows for open play, level ground, new pavilion, lights, new playground equipment and walking areas. This plan will create diverse opportunities and a safe recreational experience for all. A new playground would make it easier and faster to order equipment replacement and handle the vandalism. All this equals more opportunities for the community and savings on maintenance time and safety.

POSITIONS

Requested action is for Council to award the Loomis Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $1,305,090.

R.W. MERCER CO.

2322 Brooklyn Road, P.O. Box 180, Jackson, MI 49204-0180
(517) 787-2960 (phone) / (517) 787-1970 (fax)

BOOS CENTER – PHASE 2

PER POST BID INTERVIEW

- RWM HAS REMOVED ALTERNATE A (EAST SIDEWALK) FROM BASE BID
- RWM HAS REMOVED THE POURED IN PLACE SURFACING AT THE PLAYGROUND AREAS FROM THE BASE BID AND CHANGED IT TO 12" OF MULCH
- RWM HAS REMOVED THE FITNESS EQUIPMENT FROM THE BASE BID
- PAVILION TO REMAIN IN BASE BID – PAVILION PROVIDED BY PENCHURA
- RWM HAS NOT ADDED ANY FENCING TO THE PROJECT
- SEE ATTACHMENT – HIGHLIGHTED LIGHTS ARE INCLUDED IN BASE BID – ANY TREES NOT CROSSED OUT IN THE HIGHLIGHTED GREEN AREA ARE INCLUDED IN THE BASE BID
- PLAYGROUND EQUIPMENT IS 14 TO 16 WEEK LEAD TIME, ONCE APPROVAL ON ALL COLORS, EQUIPMENT, & LAYOUT

POST BID TOTAL: $1,305,090.00

RW MERCER QUALIFICATION LIST

1. **RW MERCER HAS INCLUDED THE $5,500 ALLOWANCE FOR THE PERMITS.**
2. **RW MERCER HAS INCLUDED A FULL-TIME SUPERINTENDENT FOR THE PROJECT**
3. **RW MERCER HAS NOT INCLUDED ANY CAMERAS OR CABLING**
4. **RWM MERCER HAS INCLUDED BUILDERS RISK INSURANCE, PERFORMANCE, LABOR & MATERIAL BONDS AND ONE YEAR MAINTENANCE BOND.**
5. **PROJECT TO START AROUND END OF JULY**
6. **RWM HAS ADDED $6,500 FOR MATERIAL INCREASE FROM MAY TO JUNE. RWM PROVIDE MATERIAL INCREASE LAST ON MAY 26th. THE $6,500 IS AN ALLOWANCE. MATERIAL INCREASE ARE UNKNOWN AT THIS TIME**
7. **IF PLAYGROUND EQUIPMENT ISN'T ORDERED IN THE NEXT FEW WEEKS THERE WILL BE A 5% PRICE INCREASE ON THE EQUIPMENT**
8. **RWM HAS NOT INCLUDED ANY WINTER CONDITIONS. WITH DELAYS IN CONTRACT THERE IS CONCERNS WITH GETTING MATERIALS ON TIME FOR COMPLETING PROJECT THIS YEAR.**

LANDSCAPING NOTES

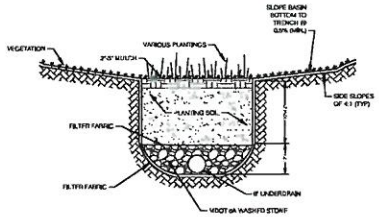
1. INSTALL CONSTRUCTION FENCE AROUND DRIP LINES OF EXISTING TREES TO REMAIN. NO COMPACTION OR INCREASED DEPTH OF SOIL OVER THE ROOT SYSTEM AREA PRIOR TO AND DURING CONSTRUCTION.
2. ALL LAWN AREAS SHALL BE SEEDED AND MULCHED WITH THE FOLLOWING MIXTURE: 20% IMPROVED PERENNIAL RYEGRASS, 40% FINE FESCUE, AND 40% KENTUCKY BLUEGRASS AT A RATE OF 3-4 LBS/ 1000 SFT.
3. ALL EDGING SHALL BE STANDARD COMMERCIAL STEEL EDGING ¼" X 4", ROLLED EDGE, FABRICATED IN SECTIONS OF STANDARD LENGTHS, WITH LOOPS STAMPED FROM OR WELDED TO FACE OF SECTIONS TO RECEIVE STAKES IN STANDARD FINISH OF GREEN PAINT.
4. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK." MEASURE ACCORDING TO ANSI Z60.1 STANDARDS.
5. MAINTAIN AND ESTABLISH LAWN BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, REPLANTING, AND OTHER OPERATIONS. ROLL, REGRADE, AND REPLANT BARE OR ERODED AREAS AND REMULCH TO PRODUCE A UNIFORMLY SMOOTH LAWN.
6. BEGIN LAWN MAINTENANCE IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL ACCEPTABLE LAWN IS ESTABLISHED. A MINIMUM OF 60 DAYS AFTER SUBSTANTIAL COMPLETION.
7. PROTECT ADJACENT AND ADJOINING STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND PLANTINGS FROM HYDROSEEDING OVER-SPRAY AND DAMAGE CAUSED BY PLANTING OPERATIONS.
8. REMOVE STONES LARGER THAN 1" IN ANY DIMENSION AND STICK, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER FROM SITE.
9. MAINTAIN LAWN UNTIL A HEALTHY, UNIFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED, FREE OF WEEDS AND SURFACE IRREGULARITIES, WITH COVERAGE EXCEEDING 90% OVER ANY 10 SFT AND BARE SPOTS DO NOT EXCEED 5 BY 5 INCHES.
10. MAINTAIN TREES AND SHRUBS FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, TIGHTENING AND REPAIRING STAKES AND GUY SUPPORTS, AND RESETTING TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY VIABLE PLANTINGS. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
11. REMOVE AND REPLACE DEAD PLANTS IMMEDIATELY. REPLACE PLANTS THAT ARE MORE THAN 25% DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD. A LIMIT OF ONE REPLACEMENT OF EACH PLANT WILL BE REQUIRED, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
12. TREES, AND SHRUBS SHALL BE WARRANTED FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM INCIDENTS THAT ARE BEYOND CONTRACTORS CONTROL.

LEGEND

- 1 / Xb — NUMBER AND TYPE OF PLANTS TO BE PROVIDED AND INSTALLED
- PROPOSED DECIDUOUS TREE
- PROPOSED SHRUB DECIDUOUS

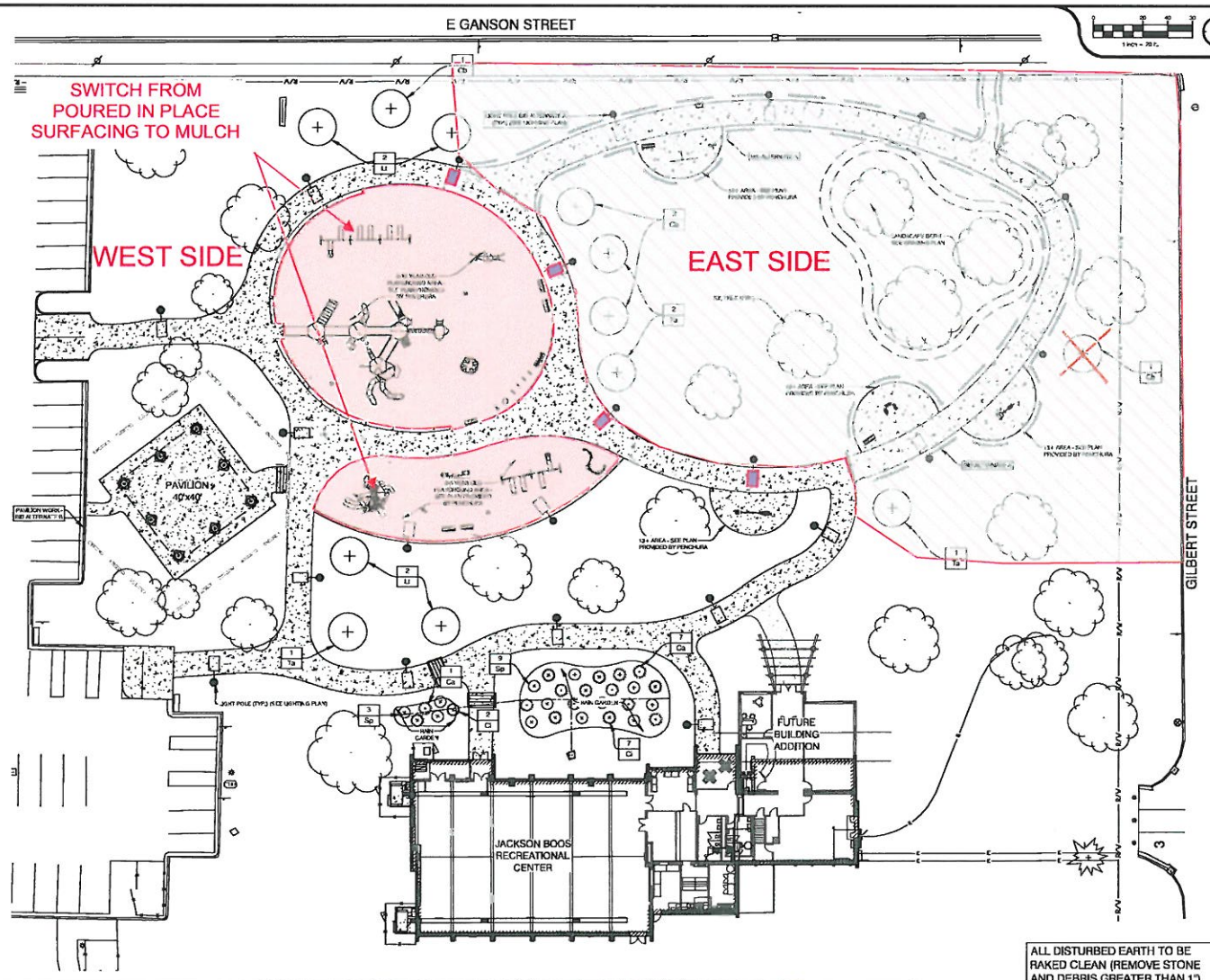
ALL PLANTINGS AND LANDSCAPED BEDS REQUIRE IRRIGATION – EITHER DRIP LINE OR MISTERS AS REQUIRED TO ESTABLISH GROWTH AND MAINTAIN HEALTH OF ALL PLANTINGS/LANDSCAPED BEDS.

LANDSCAPING CONTRACTOR RESPONSIBLE FOR TOUCHING-UP AND FINISH-LEVELING OF TOPSOIL AS NECESSARY TO ENSURE HYDROSEED AND SOD ARE INSTALLED ON A SMOOTH AND LEVEL SURFACE FREE OF CLUMPS, STICKS, HOLES, ETC.



RAIN GARDEN DETAIL

NOT TO SCALE



Tree Planting Schedule

Symbol	Latin Name	Common Name	Size	Container Type	Comments
Lt	Liriodendron Tulipifera	Tulip Tree	2" cal	B&B	
Tc	Tilia cordata 'Greenspire'	Greenspire Linden	2" cal	B&B	
Cb	Carpinus betulus	European Hornbeam	2" cal	B&B	

Shrub Planting Schedule

Symbol	Latin Name	Common Name	Size	Container Type	Comments
Sp	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	24" Ht.	3-5 gallon cont.	3' O.C.
Ca	Ceanothus americana	New Jersey Tea	18" Ht.	B&B	3' O.C.
Cl	Caryopteris incana 'Sunshine Blue II'	Sunshine Blue II Bluebeard	18" Ht.	B&B	3' O.C.

ALL DISTURBED EARTH TO BE RAKED CLEAN (REMOVE STONE AND DEBRIS GREATER THAN 1") AND TOPPED WITH FRESH TOPSOIL (ENSURE MINIMUM 4" DEPTH) AND SEED WITH MATTING

811 Know what's below. Call before you dig.

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS OF THEM FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA. FIELD WORK PERFORMED BY LAND TECH

PLANS PREPARED BY:

CHA Engineers & Surveying
Michigan | Indiana | IL, Iowa | Ohio
989.269.3444 PHONE | 989.269.6444 FAX
www.cha-engineering.com

DRAWN	CPS
CHECKED	ASH

STATE OF MICHIGAN — ANDREW SHEA ROSSELL — ENGINEER — No. 6206062251 — LICENSED PROFESSIONAL ENGINEER

ANDREW ROSSELL, P.E.

No.	ISSUED FOR:	DATE	BY
0	OWNER REVIEW	11/19/2021	CS
1	BIDS	12/23/2021	CS
2	CONSTRUCTION DOCUMENTS	01/17/2022	CS
3	BIDS	02-09-2022	CS
4			

LANDSCAPE PLAN
BOOS CENTER SITE UPGRADES
COVALLE ARCHITECTS

PROJECT:
DRAWING TITLE:

JOB NUMBER
2189003

DATE
2/9/2022

SHEET NUMBER
L1.0

landscape structures
Loomis Park
PEN1144385-01-08 • 11.05.2021
©2021 Landscape Str

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: July 12, 2022

SUBJECT: Consider approval of real property transfer by quit claim deed as recommended by the Ella Sharp Park Board of Trustees to Jackson Public Schools with right of reverter if property ceases to be used for school purposes.

Recommendation:

Consider approval of real property transfer by quit claim deed as recommended by the Ella Sharp Park Board of Trustees to Jackson Public Schools with right of reverter if the property ceases to be used for school purposes.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Ella Sharp Park Property. City staff concurs with the proposed real property transfer recommended by the Ella Sharp Park Board of Trustees.

City Attorney to prepare the appropriate deed for City Manager signature. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: July 12, 2022

RECOMMENDATION: Consider approval of real property transfer by quit claim deed as recommended by the Ella Sharp Park Board of Trustees to Jackson Public Schools with right of reverter if property ceases to be used for school purposes.

SUMMARY

Consider approval of real property transfer as recommended by the Ella Sharp Park Board of Trustees to Jackson Public Schools via quit claim deed with right of reverter if property ceases to be used for school purposes.

HISTORY, BACKGROUND and DISCUSSION

Jackson Public Schools currently has title to the adjacent property school property from the City of Jackson for Sharp Park Academy. Jackson Public Schools would like to make the school more user friendly, safer and allow for more ADA accommodations by allowing for classroom and parking lot expansion. Currently, Sharp Park Academy has just a few sets of stairs to traverse from one side of the school to other making it difficult for some students to travel. Along with a high volume of parental pick up, a new parking lot design will help east congestion on roads and in the surrounding neighborhood.

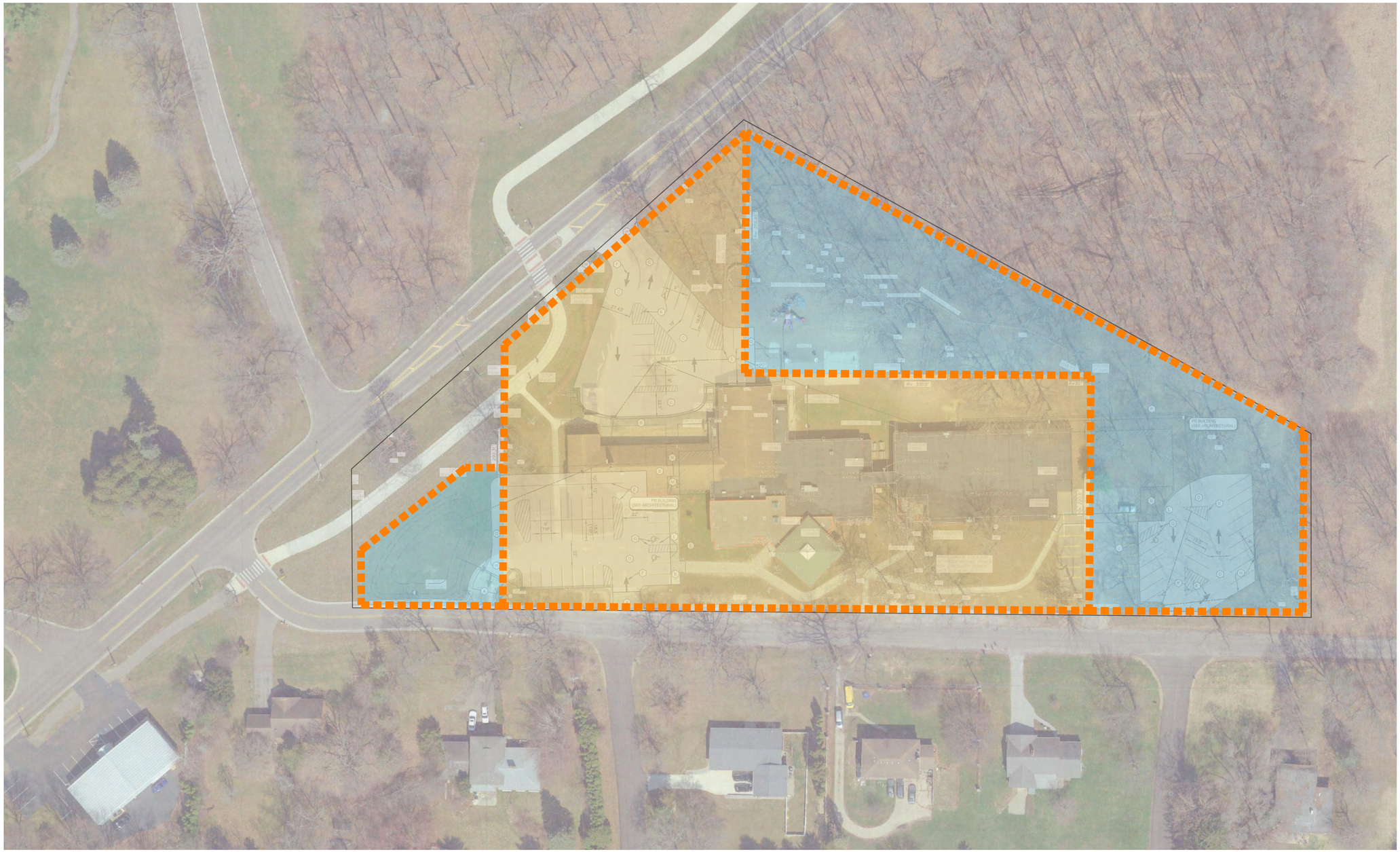
DISCUSSION OF THE ISSUE

Jackson Public Schools is looking for additional classrooms and parking to the east of the existing building and a retention pond on the west side of the property. The City has a portion of the PAKA trail system that goes through west side of the school property. City staff is suggesting that the property from the Horton Road City right of way to 12 feet from the trail center to the southeast of the trail remain and be cared for by the City of Jackson and not be included in this property transfer.

POSITIONS

We recommend the transfer of the Ella Sharp Park property as shown in the attached map to Jackson Public Schools, specifically including a right of reverter clause specifying that the property and any structures thereon to be retained by the City if the property stops being utilized for school purposes. The City Attorney's office will prepare the quit claim deed for signature and recording if approved.

Attachments: Map of areas to be deeded to JPS



= ELLA SHARP PARK PROPERTY CURRENTLY USED BY JPS BY AGREEMENT

= ADDITIONAL ELLA SHARP PARK PROPERTY REQUESTED FOR USE BY JPS

NO	DESCRIPTION (REVISIONS)	DATE	BY

NORTH

CITY OF JACKSON
PARKS, RECREATION, CEMETERIES & TRAILS

SHARP PARK ELEMENTARY SCHOOL EXPANSION

ELLA SHARP PARK PROPERY USE AGREEMENT MODIFICATION

DATE:	10-14-21
HOR SCALE:	1" = 40'
VERT SCALE:	NA
DRAWN BY:	TRW
DESIGN BY:	NA
CHECKED BY:	NA
APPROVED BY:	NA

SHEET 1 OF 1

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 Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: July 12, 2022 City Council Meeting

SUBJECT: **APPROVE a proposed retail marihuana license transfer at 118 N. Columbus St.**

RECOMMENDATION: **Approve license transfer request for retail marihuana establishment at 118 N. Columbus St. in accordance with Article XVIII, Sec. 16-518(d)(i) of the City Code of Ordinances**

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: July 12, 2022 City Council Meeting

RECOMMENDATION: **Approve license transfer application for retail marihuana establishment at 118 N. Columbus.**

SUMMARY

The attached application for a retail marihuana license transfer was received by the City Clerk on June 1, 2022 pursuant to City Code Section 16-518 under Chapter 16, Article XVIII. The application seeks the transfer of a conditional marihuana license prior to issuance of a final license upon approval from City Council for the proposed recreational marihuana facility located at 118 N. Columbus.

HISTORY, BACKGROUND AND DISCUSSION

Chapter 16, Article XVIII, of the Jackson Code of Ordinances contains the licensing provisions for medical marihuana facilities and adult-use marihuana facilities. Earlier this year, City Council approved an amendment to Section 16-518 adding section (d)(i) which would allow for the transfer of a conditional Phase One or Phase Two license prior to the issuance of a final license by City Council. Prior thereto, Section 16-518 did not expressly permit the transfer of a license prior to the issuance of a final license.

AEY Holdings, LLC ("AEY"), the prospective licensee, seeks to acquire the conditional license the City Council previously issued to New Generation Meds, LLC ("New Generation"). As detailed in the accompanying transfer request, AEY has entered into an asset purchase agreement with New Generation under which it will assume all of its business assets and become the marihuana licensee, while New Generation will retain ownership of the real estate as landlord. AEY will operate commercially as the "Cookies" retail brand and has stores in Detroit, Kalamazoo and Ann Arbor, among other locations. The City's Marihuana Licensing Review Committee met on June 2nd to consider the transfer request and unanimously recommended approval. The City Clerk's memorandum confirming same is enclosed herewith. The City's Community Development Department is likewise supportive of this partnership and license transfer. As required by City Code, AEY has all received all required pre-qualification licensure approvals from the State of Michigan, copies of which accompany their attached transfer request. AEY has also paid the non-refundable $5,000 license transfer fee, as confirmed by the City Clerk.

If approved, AEY will be required adhere to all prior-approved Phase One site conditions as submitted by the original applicant, subject to minor branding modifications that do not substantively alter the approved site plan. They would subsequently be submitting all required information necessary for Phase II and III final license approval, which would be presented to City Council at a future date. Concurrent with this license

transfer request, New Generation has been working diligently to finalize the building/site work punch list at the property and upon review by Chief Building Official Brian Taylor, is on schedule for receipt of a final certificate of occupancy.

POSITION

City staff recommends that the proposed license transfer application be approved by City Council.

ATTACHMENTS: Pre-Licensure Transfer Request
City Clerk Memo Re: Marihuana Licensing Review Committee Recommendation

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: July 12, 2022

SUBJECT: Pre-Licensure Transfer Request

Recommendation:

Consideration of a request by New Generations Meds, LLC and AEY Holdings, LLC to transfer New Generation Med's Phase One-Facility Review Conditional License approval to AEY Holdings, LLC .

On June 1, 2022 AEY Holdings, LLC filed with the Clerk's Office the request for the transfer. Included with the request was the transfer application fee. Per Article XVIII, Chapter 16, Section 16-518 (d) (v) of the Jackson Code of Ordinances, the request was forwarded to the Marihuana Licensing Review Committee for a final recommendation.

On June 2, 2022 the Marihuana Licensing Review Committee met and voted unanimously in support of the transfer.

Your consideration and concurrence is appreciated.

Jennifer Smith
Director of Compliance & Associate Counsel
734-770-9529
jennifers@gageusa.com

6/1/2022

Ms. Muray
Jackson City Clerk
161 W. Michigan Ave.
1st Floor
Jackson, MI 49201

Ms. Muray,

Please allow this letter to serve as a formal pre-licensure transfer request on behalf of New Generation Meds, LLC and AEY Holdings, LLC, pursuant to Ordinance Provision 16-518(d)(i). New Generation Meds requests that the Jackson City Council approve the transfer of New Generation Meds' conditional approval for a provisioning center and retailer at 118 N. Columbus Street, Jackson, MI 49201 to AEY Holdings, LLC which would be operating as a Cookies™ location.

New Generation Meds, LLC has entered into an Asset Purchase Agreement and Lease Agreement with AEY Holdings, LLC with the intent that AEY Holdings, LLC will assume all assets of the business and proceed with the licensing process while New Generation Meds continues in its close relationship with AEY Holdings as landlord of the property located at 118 N. Columbus Street, Jackson, MI 49201.

Please find AEY Holdings' State Prequalification for both a medical provisioning center and an adult use retailer, as well as a check in the amount of $5,000.00 enclosed with this letter. Additionally, AEY Holdings commits to assuming all original plans that were originally submitted to the City by New Generation Meds, LLC as part of its application for conditional pre-licensure approval.

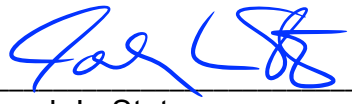
Our Cookies Michigan stores employ nearly 100 individuals across the state at our Detroit, Ann Arbor and Kalamazoo stores, and we look forward to expanding our presence in the local Jackson community. Cookies prides itself on its commitment to hiring local residents, providing strong compensation and benefits packages, and is dedicated to giving back to the local community through charitable outreach and engagement.

On behalf of New Generation Meds, LLC and AEY Holdings, LLC, we look forward to working with the City in this endeavor and forging a prosperous relationship going forward.

Jennifer Smith
Director of Compliance & Associate Counsel
734-770-9529
jennifers@gageusa.com

Thank you,

Jennifer Smith
Director of Compliance and Associate Counsel for AEY Holdings, LLC
888 W. Big Beaver Rd.
Ste. 870
Troy, MI 48084



Jonah L. Stutz
Authorized Representative
New Generation Meds, LLC
1120 E. Oakland Ave.
Lansing, MI 48906

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

VIA EMAIL

Date: February 6, 2020

Addressee: AEY Holdings, LLC

Address: 34841 Mound Road
Sterling Heights, MI 48310

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency considered your partial application for prequalification status on February 6, 2020 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marihuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). 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 in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final 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. This prequalification status will expire one year from the date of prequalification status if the applicant has not received its initial state operating license.

If you have not already done so, please submit a facility license application (Step 2) for each state operating license for which you wish to apply. It is recommended that facility license applications not be submitted more than 60 days prior to the date you anticipate that your proposed facility will be ready for inspection. You may submit a paper application online through the Accela Citizen Access Portal on the agency website at www.michigan.gov/mmfl or your application may be submitted by mail or in person.

Mailing Address:
Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Medical Facilities Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:
Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Medical Facilities Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

Desmond Mitchell, Division Director
Licensing Division
Marijuana Regulatory Agency
Michigan Department of Licensing and Regulatory Affairs

GRETCHEN WHITMER
GOVERNOR

ORLENE HAWKS
DIRECTOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING
VIA ELECTRONIC MAIL

Date: August 04, 2020

Addressee: AEY Holdings, LLC
Address: 888 W Big Beaver Rd., Ste 870
Troy, MI 48084

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

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: July 5, 2022

SUBJECT: 2022/2023 Nonunion Pay Scale

Recommendation:

Adopt an ordinance regulating nonunion pay for City of Jackson employees.

Attached is a pay scale for nonunion employees reflecting a 3% increase in wages. This increase was anticipated in the development and approval of the fiscal year 2022/2023 budget.

I recommend approval and this change to be retroactive to July 1, 2022.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Assistant Finance Director

DATE: July 5, 2022

RECOMMENDATION: 2022/2023 Nonunion Pay Scale

SUMMARY

The Personnel and Labor Relations Department respectfully requests the adoption of the Nonunion employee pay scale.

BUDGETARY CONSIDERATIONS

A 3% wage increase for Nonunion personnel was factored into the development and approval of the fiscal year 2022/2023 budget.

HISTORY, BACKGROUND and DISCUSSION

Compensation rates for Nonunion employees are approved by City Council. Historically, Nonunion personnel raises lag significantly behind those of the other bargaining units. For example, Nonunion personnel would need an approximately 15% increase to match the wage increases the POLC-S personnel have received since 2003.

DISCUSSION OF THE ISSUE

The attached wage scale is reflective of a 3% increase at each pay grade and step.

POSITIONS

Recommend approval.

ATTACHMENTS

Ordinance No. _____

AN ORDINANCE TO ESTABLISH COMPENSATION RATES FOR ADMINISTRATIVE AND SUPERVISORY EMPLOYEES OF THE CITY OF JACKSON

THE CITY OF JACKSON ORDAINS:

Section1: Definition. For purposes of this ordinance, the term "Administrative and Supervisory Employees" shall mean employees and appointed officials of the City of Jackson not covered by a current labor agreement.

Section 2: As of July 1, 2022, Administrative and Supervisory Employees shall be compensated on the basis of the annual salary rates shown on the attached "Schedule I, Administrative and Supervisory Employee Pay Rates," according to the employees appropriate step rate within the Class Grade assigned the individual's classification title under the Personnel Policy.

Section 3: Eligible employees must be actively employed by the City of Jackson thirty (30) days from the date of final adoption of this ordinance to be eligible for the new salary rate adjustment. The salary rate adjustments shall be retroactive to July 1, 2022. Employees whose wages are "red-circled" in accordance with Article XI – Compensation, Section XI-1, Salary Schedules of the Personnel Policy shall not receive annual increases granted by City Council ordinances for compensation to employees.

Section 4: Repeal. Ordinance 510 is hereby repealed as of July 1, 2022.

Section 5: This ordinance shall take effect thirty (30) days from the date of final adoption.

******

The foregoing Ordinance _____ was adopted by the Jackson City Council on _____ and a summary was published on _____.

_____

Daniel Mahoney, Mayor

_____

Andrea Muray, City Clerk

SCHEDULE I
Administrative and Supervisory Employee
Pay Rates

Effective: **7/1/2022**
Increase: **3.00%**

Class Grade	Pay Basis	Minimum Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Maximum Step 10
4	Annual	39,143	39,810	40,474	41,844	43,266	44,734	46,253	47,820	49,446	51,121	52,858
	Bi-Weekly	1,505.50	1,531.15	1,556.69	1,609.38	1,664.08	1,720.54	1,778.96	1,839.23	1,901.77	1,966.19	2,033.00
	Hourly	18.8188	19.1394	19.4586	20.1173	20.8010	21.5068	22.2370	22.9904	23.7721	24.5774	25.4125
5	Annual	41,385	42,090	42,793	44,239	45,733	47,284	48,881	50,541	52,253	54,019	55,849
	Bi-Weekly	1,591.73	1,618.85	1,645.88	1,701.50	1,758.96	1,818.62	1,880.04	1,943.88	2,009.73	2,077.65	2,148.04
	Hourly	19.8966	20.2356	20.5735	21.2688	21.9870	22.7328	23.5005	24.2985	25.1216	25.9706	26.8505
6	Annual	43,632	44,368	45,105	46,631	48,205	49,833	51,520	53,259	55,060	56,916	58,840
	Bi-Weekly	1,678.15	1,706.46	1,734.81	1,793.50	1,854.04	1,916.65	1,981.54	2,048.42	2,117.69	2,189.08	2,263.08
	Hourly	20.9769	21.3308	21.6851	22.4188	23.1755	23.9581	24.7693	25.6053	26.4711	27.3635	28.2885
7	Annual	46,123	46,910	47,693	49,319	50,995	52,734	54,524	56,382	58,293	60,280	62,334
	Bi-Weekly	1,773.96	1,804.23	1,834.35	1,896.88	1,961.35	2,028.23	2,097.08	2,168.54	2,242.04	2,318.46	2,397.46
	Hourly	22.1745	22.5529	22.9294	23.7110	24.5169	25.3529	26.2135	27.1068	28.0255	28.9808	29.9683
8	Annual	48,865	49,699	50,531	52,255	54,038	55,879	57,781	59,751	61,786	63,893	66,075
	Bi-Weekly	1,879.42	1,911.50	1,943.50	2,009.81	2,078.38	2,149.19	2,222.35	2,298.12	2,376.38	2,457.42	2,541.35
	Hourly	23.4928	23.8938	24.2938	25.1226	25.9798	26.8649	27.7794	28.7265	29.7048	30.7178	31.7669
9	Annual	50,615	51,576	52,539	54,536	56,609	58,758	60,990	63,316	65,715	68,214	70,808
	Bi-Weekly	1,946.73	1,983.69	2,020.73	2,097.54	2,177.27	2,259.92	2,345.77	2,435.23	2,527.50	2,623.62	2,723.38
	Hourly	24.3341	24.7961	25.2591	26.2193	27.2159	28.2490	29.3221	30.4404	31.5938	32.7953	34.0423
10	Annual	54,104	55,137	56,166	58,312	60,542	62,846	65,251	67,741	70,325	73,011	75,795
	Bi-Weekly	2,080.92	2,120.65	2,160.23	2,242.77	2,328.54	2,417.15	2,509.65	2,605.42	2,704.81	2,808.12	2,915.19
	Hourly	26.0115	26.5081	27.0029	28.0346	29.1068	30.2144	31.3706	32.5678	33.8101	35.1015	36.4399
11	Annual	57,595	58,688	59,778	62,053	64,403	66,847	69,385	72,017	74,749	77,588	80,533
	Bi-Weekly	2,215.19	2,257.23	2,299.15	2,386.65	2,477.04	2,571.04	2,668.65	2,769.88	2,874.96	2,984.15	3,097.42
	Hourly	27.6899	28.2154	28.7394	29.8331	30.9630	32.1380	33.3581	34.6235	35.9370	37.3019	38.7178
12	Annual	61,337	62,498	63,662	66,080	68,589	71,188	73,894	76,698	79,611	82,635	85,771
	Bi-Weekly	2,359.12	2,403.77	2,448.54	2,541.54	2,638.04	2,738.00	2,842.08	2,949.92	3,061.96	3,178.27	3,298.88
	Hourly	29.4890	30.0471	30.6068	31.7693	32.9755	34.2250	35.5260	36.8740	38.2745	39.7284	41.2360
13	Annual	65,320	66,569	67,818	70,407	73,088	75,880	78,773	81,780	84,900	88,140	91,501
	Bi-Weekly	2,512.31	2,560.35	2,608.38	2,707.96	2,811.08	2,918.46	3,029.73	3,145.38	3,265.38	3,390.00	3,519.27
	Hourly	31.4039	32.0044	32.6048	33.8495	35.1385	36.4808	37.8716	39.3173	40.8173	42.3750	43.9909
14	Annual	69,315	70,631	71,949	74,689	77,526	80,476	83,529	86,715	90,013	93,433	96,987
	Bi-Weekly	2,665.96	2,716.58	2,767.27	2,872.65	2,981.77	3,095.23	3,212.65	3,335.19	3,462.04	3,593.58	3,730.27
	Hourly	33.3245	33.9573	34.5909	35.9081	37.2721	38.6904	40.1581	41.6899	43.2755	44.9198	46.6284
15	Annual	73,056	74,441	75,828	78,716	81,708	84,821	88,044	91,394	94,873	98,479	102,229
	Bi-Weekly	2,809.85	2,863.12	2,916.46	3,027.54	3,142.62	3,262.35	3,386.31	3,515.15	3,648.96	3,787.65	3,931.88
	Hourly	35.1231	35.7890	36.4558	37.8443	39.2828	40.7794	42.3289	43.9394	45.6120	47.3456	49.1485

Class Grade	Pay Basis	Minimum Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Maximum Step 10
16	Annual	76,794	78,254	79,715	82,749	85,897	89,164	92,552	96,073	99,729	103,521	107,459
	Bi-Weekly	2,953.62	3,009.77	3,065.96	3,182.65	3,303.73	3,429.38	3,559.69	3,695.12	3,835.73	3,981.58	4,133.04
	Hourly	36.9203	37.6221	38.3245	39.7831	41.2966	42.8673	44.4961	46.1890	47.9466	49.7698	51.6630
17	Annual	80,533	82,064	83,595	86,778	90,071	93,504	97,059	100,755	104,588	108,566	112,694
	Bi-Weekly	3,097.42	3,156.31	3,215.19	3,337.62	3,464.27	3,596.31	3,733.04	3,875.19	4,022.62	4,175.62	4,334.38
	Hourly	38.7178	39.4539	40.1899	41.7203	43.3034	44.9539	46.6630	48.4399	50.2828	52.1953	54.1798
18	Annual	84,524	86,137	87,749	91,099	94,580	98,190	101,941	105,837	109,879	114,077	118,431
	Bi-Weekly	3,250.92	3,312.96	3,374.96	3,503.81	3,637.69	3,776.54	3,920.81	4,070.65	4,226.12	4,387.58	4,555.04
	Hourly	40.6365	41.4120	42.1870	43.7976	45.4711	47.2068	49.0101	50.8831	52.8265	54.8448	56.9380
19	Annual	89,260	90,956	92,654	96,179	99,841	103,639	107,581	111,677	115,924	120,333	124,910
	Bi-Weekly	3,433.08	3,498.31	3,563.62	3,699.19	3,840.04	3,986.12	4,137.73	4,295.27	4,458.62	4,628.19	4,804.23
	Hourly	42.9135	43.7289	44.5453	46.2399	48.0005	49.8265	51.7216	53.6909	55.7328	57.8524	60.0529
20	Annual	93,998	95,791	97,584	101,304	105,164	109,175	113,340	117,662	122,152	126,806	131,644
	Bi-Weekly	3,615.31	3,684.27	3,753.23	3,896.31	4,044.77	4,199.04	4,359.23	4,525.46	4,698.15	4,877.15	5,063.23
	Hourly	45.1914	46.0534	46.9154	48.7039	50.5596	52.4880	54.4904	56.5683	58.7269	60.9644	63.2904
21	Annual	127,308	130,491	133,673	136,856	140,039	143,222	146,404	149,587	152,770	155,952	159,135
	Bi-Weekly	4,896.46	5,018.88	5,141.27	5,263.69	5,386.12	5,508.54	5,630.92	5,753.35	5,875.77	5,998.15	6,120.58
	Hourly	61.2058	62.7360	64.2659	65.7961	67.3265	68.8568	70.3865	71.9169	73.4471	74.9769	76.5073
22	Annual	138,129	144,190	148,829	154,482	160,351	166,448	172,772	179,337	186,153	193,226	200,689
	Bi-Weekly	5,312.65	5,545.77	5,724.19	5,941.62	6,167.35	6,401.85	6,645.08	6,897.58	7,159.73	7,431.77	7,718.81
	Hourly	66.4081	69.3221	71.5524	74.2703	77.0919	80.0231	83.0635	86.2198	89.4966	92.8971	96.4851