JACKSON
Founded 1829

AGENDA – CITY COUNCIL MEETING

July 13 , 2021
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE – Invocation will be given by Second Ward Councilmember Freddie Dancy**

3. **ROLL CALL**.

4. **ADOPTION OF AGENDA**.

5. **PRESENTATIONS/PROCLAMATIONS**.

6. **PUBLIC HEARINGS.**

   A. **Recess as a City Council and Convene as a Board of Review**
      a. **Public Hearing on Special Assessment Roll No. 3423 for street reconstruction and water main replacement on Steward Avenue from the railroad tracks to Ganson Street**
         i. *Resolution Confirming Roll No. 3423*

      b. **Public Hearing on Special Assessment Roll No. 3424 for street reconstruction and water and sewer main replacement on Biddle Street from Mechanic Street to Martin Luther King Jr. Drive**
         i. *Resolution Confirming Roll No. 3424*

      c. **Public Hearing on Special Assessment Roll No. 3425 for street reconstruction and water and sewer main replacement on Cooley Place from Biddle Street to Morrell Street**
         i. *Resolution Confirming Roll No. 3425*

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

C. A Public Hearing on the Necessity of Continuing the Meterless Parking System in the Downtown Area of the City for 2021-2022
Consider a resolution determining the necessity of a continuing meterless parking system, order the City Assessor to prepare Special Assessment Roll No. 4304 and establishing August 10, 2021 at the City Council meeting as the time and place to hold a public hearing confirming the meterless parking system assessment roll.

D. Hold a Public Hearing and Receive Public Comment on the Brownfield Plan for the Redevelopment of 241 W. Michigan Avenue (Commonwealth and Associates, Inc)

7. CITIZEN COMMENTS. (3-Minute Limit)

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

A. Accept and Place on File the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through May 31, 2021

B. Accept and Place on File the Environmental Commission Minutes of May 19, 2021

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of June 8, 2021
Approve the minutes of the regular City Council Meeting of June 8, 2021.

B. Traffic Control Order 2348
Approval of Traffic Control Order 2348 to install "Autistic Child Area" signs on W. Washington Avenue between Webster Street and Grinnell Street

C. Traffic Control Order 2349
Approval of Traffic Control Order 2349 to install "No Parking Any Time" signs with proper arrows 20 feet west of the sidewalk on the north side of High Street on the west side of Jackson Street and 20 feet east of the sidewalk on the north side of High Street on the east side of Jackson street

D. Approve a Revocable License for a Blade Sign for FarmSudz at 227 S. Mechanic
Approve a revocable license for FarmSudz, LLC for the installation of a building mounted blade sign within the Mechanic Street public right-of-way at 227 S.

Mechanic Street and authorize the Mayor and City Clerk to execute the appropriate documents.

E. Special Events Application for the Jackson 19 Special Olympics' Heart of a Lion 5K

Approve a request from the Jackson Area 19 Special Olympics to host their Heart of a Lion 5K on September 12, 2021 in Ella Sharp Park.

F. Special Events Application for the Advancing Kingdom Tribe's Outdoor Worship Services

Approve a request from the Advancing Kingdom Tribe to host their Outdoor Worship Services on August 7, August 28 and September 18 in Horace Blackman Park/True Community Credit Union Amphitheatre.

G. U.S. Department of the Treasury American Rescue Plan Act – Coronavirus Local Fiscal Recovery Funds

Accept the award from the U.S. Department of the Treasury American Rescue Plan Act – Coronavirus Local Fiscal Recovery Funds American Rescue Plan Act and approve the City Manager as an authorized representative.

H. Traffic Control Order 2352

Approval of a Traffic Control Order 2352 to install "No Parking Any Time" sign with proper arrow on Martin Luther King Jr. Drive from 20 feet south of the Right of Way property line to the intersection on Martin Luther King Jr. Drive at Mitchell Street.

I. Approve Revisions to the 2020 Housing Rehabilitation Policy and Procedure Manual and Authorize Staff to Make Minor Changes as Necessary

Approve revisions to the 2020 Housing Rehabilitation Policy and Procedure Manual and authorize staff to make minor changes as necessary.

J. Corrective Resolution for Special Assessment Roll No. 4290

Approve Corrective Resolution for the 2019-2020 Meterless Parking Special Assessment Roll No. 4290 removing exempt parcel 1-003700000, in the amount of $3,388.00

K. Approve a Request by the Ella Sharp Museum to Locate a Beer Tent on City of Jackson property at Sharp Park during the Hot Air Jubilee

Approve request to locate a beer tent on City property during the Hot Air Jubilee and authorize the City Attorney to provide written approval of same to the Ella Sharp Museum, provided the requisite insurance certificates are obtained.

L. Special Event Application for the Henry Ford Allegiance Health "Race to Health"
Approve a request from Henry Ford Allegiance Health to host their Race to Health on September 18, 2021 on the streets of Jackson, MI.

M. Special Event Application for the Cascades Humane Society's Paws in the Park & Downtown Development Authority's Summerfest
Approve a request from the Cascades Humane Society and the Downtown Development Authority to host Paws in the Park/Summerfest on August 13-14, 2021 in downtown Jackson.

10. OTHER BUSINESS.

A. Responsible Contractor Ordinance – Second Reading and Adoption *Adopt Responsible Contractor Ordinance for the City of Jackson to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost effective manner.*

11. NEW BUSINESS.

A. Approve the Sale of City Owned Property Located at 316 N. Martin Luther King Drive to Rio Holdings, LLC
Approve the sale of City owned property located at 316 N. Martin Luther King Drive to Rio Holdings LLC for $362.50 and authorize the City manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

B. Public Works Forestry Services as Needed Contract Extension with Johnny's Tree Service
Approval of the one-year contract extension with Johnny's Tree Service for as-needed tree trimming, tree removals and stump grinding, at an estimated cost of $134,500 for fiscal year 2021/22.

C. Approve the Contract Award for the 2021 CDBG Street Reconstruction with Water and Sewer Main Replacement Project, to Baily Excavating, Inc., of Jackson, Michigan
Approval of an award for the contract for the 2021 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Biddle Street and Cooley Place to Baily Excavating, Inc., of Jackson, Michigan at a cost of $682,407.56, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

D. Resolution for Approval of a Contract with the Michigan Department of Transportation for Steward Avenue from the Amtrak Railroad Tracks to Ganson Street

Approve a resolution to enter into a contract with the Michigan Department of Transportation for street reconstruction on Steward Avenue from the Amtrak Railroad tracks to Ganson Street, and authorize the Mayor and City Clerk to execute the appropriate documents.

E. Renewal of Liability and Property Insurance with Michigan Municipal League Liability & Property Pool

Approve the renewal of the City of Jackson's Liability and Property Insurance through the Michigan Municipal League's Liability & Property Pool in the amount of $592,328, and authorize the City Attorney to take any actions necessary to effectuate the policy.

F. Changes to the Standard Lighting Contract for Streetlights with Consumers Energy

Approve the resolution for changes to the Standard Lighting Contract for streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.

G. 2021/2022 Nonunion Pay Scale

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

H. Approve a Resolution in Support for a Brownfield Plan for 241 West Michigan Avenue (Commonwealth and Associates, Inc.). Parcel ID 4-01400000

Adoption of resolution authorizing the Brownfield Plan reimbursement for Commonwealth and Associates, Inc.

I. Approve a Budget Amendment Resolution for the Police Department Training Consortium

Approve a budget amendment resolution for the Police Department's Southern Michigan Criminal Justice Training Consortium (SMCJTC) for FY 20/21.

J. Amendment 1 to the 2020 Water Main Engineering Contract

Approval of Amendment 1 to the 2020 Water Main Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of $486,350.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

K. Change Order 1 to the 2021 Morrell and Steward Water Main Replacement Contract

Approve Change Order 1 to the 2021 Morrell & Steward Water Main Replacement contract with Dunigan Brothers, Inc. in the increased amount of $312,360.34 and add new items necessary for the completion of work in the field, and authorize the City Manager and City Engineer to execute the appropriate document.

L. Recommendation of Approval for Professional Services Contract with Fishbeck to perform Engineering and Project Administration for the Myrtle Lift Station Upgrades for the Wastewater Plant

Approval of professional services contract with Fishbeck to perform the engineering and project administration for the Wastewater Treatment Plant Myrtle Lift Station upgrades at a cost of $89,000.00. The American Rescue Plan Act will fund the cost for these services.

M. Recommendation of Approval for Professional Services Contract with Fishbeck to perform Engineering and Project Administration for the East Pipe Gallery Improvements at the Wastewater Plant

Approval of professional services contract with Fishbeck to perform engineering and project administration for the East Pipe Gallery improvements at the Wastewater Plant at a cost of $109,500.00. The American Rescue Plan Act will fund the cost of these services.

N. Engineering and Project Administration for SCADA Capital Improvement at the Wastewater Treatment Plant

Approve engineering and project administration for SCADA (Supervisory Control and Data Acquisition) software upgrades. Work to be performed by Tetra Tech for $56,515.00 with the cost to be covered by American Rescue Plan funding.

O. Recommendation of Approval for Professional Services Contract with Fishbeck to perform Engineering and Project Administration for the Storm Pump Building upgrades at the Wastewater Plant

Approval of professional services contract with Fishbeck to perform the engineering and project administration for the Storm Pump Building upgrades at the Wastewater Plant at a cost of $108,500.00. The American Rescue Plan Act will fund the cost of these services.

P. Amendment to the Parking Permit Purchase agreement with Detroit Entrepreneur Development LLC

Approve an amendment to the parking permit purchase agreement with Detroit Entrepreneur Development LLC.

Q. Consideration of an Application to the National Park Service to place Downtown Jackson on the Register of Historic Places

Approve an application to the National Park Service to place Downtown Jackson on the Register of Historic Places.

R. Contract award to Dixon Engineering & Inspection Services for Engineering and Project Administration for the Water Treatment Plant Clarifier Restoration and Painting Project, at the Cost of $96,000.00 to be covered through American Rescue Plan funds

Award a contract to Dixon Engineering & Inspection Services for engineering and project administration for the Water Treatment Plant Clarifier restoration and painting project, at the cost of $96,000.00 to be covered through American Rescue Plan funds.

S. Approve the Sale of City Owned Property Located at 745 W. High Street for $23,000

Approve the sale of City owned property located at 745 W. High Street to Jody and Donnie Dominion for $23,000. Authorize the City manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

T. Approve the Sale of City Owned Property Located at 1224 Greenwood Avenue for $20,000

Approve the sale of City owned property located at 1224 Greenwood Avenue to Rodney Hamilton Investments for $20,000. Authorize the City manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

U. Approve the Sale of City Owned Property Located at 1200 Sheldon Street for $15,000

Approve the sale of City owned property located at 1200 Sheldon Street to N.I Kole Company for $15,000. Authorize the City manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

V. Approve the Sale of City Owned Property Located at 301 Bates Street for $26,000

Approve the sale of City owned property located at 301 Bates Street to Jody and Donnie Dominion for $26,000. Authorize the City manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

W. Approve the Sale of City Owned Property Located at 728 Fifth Street for $30,000

Approve the sale of City owned property located at 728 Fifth Street to Rodney Hamilton Investments for $30,000. Authorize the City manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

X. **Approve the Sale of City Owned Property Located at 246 Douglas Street for $25,000**

Approve the sale of City owned property located 246 Douglas Street to John Jonas for $25,000. Authorize the City manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

Y. **Proposed Urban Farming Ordinance**

Review and recommend to City Council an Ordinance amending Section 4-1 through 4-11 of Chapter 4 of the Code of Ordinances of the City of Jackson, Michigan to allow for urban farming, and keeping of certain animals, within the city limits.

12. EXECUTIVE SESSION

A. **To Discuss Collective Bargaining Agreements**

13. CITY COUNCILMEMBER'S COMMENTS.

14. MANAGER'S COMMENTS.

15. ADJOURNMENT.

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 13, 2021

SUBJECT: Confirmation of Special Assessment Roll No. 3423

Recommendation:

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

A. Public Hearing on Special Assessment Roll No. 3423 for street reconstruction and water main replacement on Steward Avenue from the railroad tracks to Ganson Street.

    1. Resolution confirming Roll No. 3423

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL

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

Attached is the resolution.

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

CITY OF JACKSON
Founded 1829

City Assessor's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4033 • Facsimile: (866) 902-7891

June 18, 2021

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

Please place on the agenda for Tuesday, July 13, 2021, the following special assessment roll(s), setting a public hearing for **Tuesday, July 13, 2021**:

ROLL NUMBER	ROLL PURPOSE	AMOUNT ASSESSED	INSTALLMENTS
3423	Reconstruct Steward, Railroad to Ganson	$27,228.59	9
3424	Reconstruct Biddle, Mechanic to MLK	$41,341.90	10
3425	Reconstruct Cooley, Biddle to Morrell	$28,437.50	10

The above special assessment roll(s) will be confirmed by the City Council on said Tuesday, July 13, 2021.

Sincerely,

Deborah Koehn
Senior Appraiser

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

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3423	2-091700000	0.00	0.00		0.00	1,206.60	1,206.60
RPV STEWARD, RR -	RUMLER PAULA 517 STEWARD AVE JACKSON MI 49201	0.00				0.00	
LOT 1 EX E 10 FT ALSO EX N 6 FT OF W 145 FT OF BLK 3 STEWARD'S AMENDED ADD							
3423	2-091800000	0.00	0.00		0.00	1,659.07	1,659.07
RPV STEWARD, RR -	EWING PAUL I 511 STEWARD AVE JACKSON MI 49201	0.00				0.00	
W 83 FT OF LOT 2 & N 16.5 FT OF W 83 FT OF LOT 3 BLK 3 STEWARD'S AMENDED ADD							
3423	2-091900000	0.00	0.00		0.00	995.44	995.44
RPV STEWARD, RR -	HART DAVID M & DEBORAH 6375 DEXTER ANN ARBOR RD DEXTER MI 48130	0.00				0.00	
S 3 RDS OF LOT 3 EX E 10 FT BLK 3 STEWARD'S AMENDED ADD							
3423	2-092000000	0.00	0.00		0.00	969.84	969.84
RPV STEWARD, RR -	FOLEY AMBER 4575 OAKESTIA ST COMMERCE TWP MI 48382	0.00				0.00	
COM ON E LN OF STEWARD AVE AT NW COR OF LOT 4 BLK 3 STEWARD'S AMENDED ADD TH S ALG E LN OF STEWARD AVE 12 FT FOR POB OF THIS DESC TH S 22 DEG 0' E 73.9 FT TH SLY TO NLY LN OF TRAIL ST TH NWLY ON A CURVE ALONG NLY LN OF TRAIL ST TO E LN OF STEWARD AVE TH N TO POB BEING A PART OF LOT 4 BLK 3 STEWARD'S AMENDED ADD							
3423	2-093600000	0.00	0.00		0.00	2,026.92	2,026.92
RPV STEWARD, RR -	CANNON JAMES ESTATE P O BOX 4060 JACKSON MI 49204	0.00				0.00	
N 42 FT OF LOT 7 BLK 5 STEWARD'S AMENDED ADD							
3423	2-093700000	0.00	0.00		0.00	686.15	686.15
RPV STEWARD, RR -	BSJ REAL ESTATE LLC 3606 WILDWOOD AVE JACKSON MI 49202	0.00				0.00	
N 6 FT OF W 145 FT OF LOT 1 BLK 3 & S 28.13 FT OF LOT 7 BLK 5 STEWARD'S AMENDED ADD							
3423	2-093800000	0.00	0.00		0.00	1,410.11	1,410.11
RPV STEWARD, RR -	GLOBIG DAVID P & JANE R 7838 SPRING ARBOR RD SPRING ARBOR MI 49283	0.00				0.00	
LOT 8 BLK 5 STEWARD'S ADD							

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3423	2-094100000	0.00	0.00		0.00	1,410.11	1,410.11
RPV STEWARD, RR - CLK INVESTMENTS INC 4030 LANSING AVE JACKSON MI 49202		0.00				0.00	
LAND COM AT NW COR OF LOT 9 BLK 5 TH E 89.5 FT TH S 8 FT TH E 32.5 F TH S TO S LN OF LOT 9 TH W TO E LN OF STEWARD AVE TH N TO BEG STEWARD'S ADD							
3423	2-094700000	0.00	0.00		0.00	995.44	995.44
RPV STEWARD, RR - COX DAVID B & BARBARA 518 STEWARD AVE JACKSON MI 49201		0.00				0.00	
S 49.5 FT OF LOTS 2 & 4 & S 49.5 FT OF E 16 FT OF LOT 6 BLK 6 STEWARD'S AMENDED ADD							
3423	2-094800000	0.00	0.00		0.00	4,379.59	4,379.59
RPV STEWARD, RR - TANNER OF JACKSON LLC 42262 GARIFIELD RD CLINTON TWP MI 48038		0.00				0.00	
LOTS 2, 4 & 6 & E 16.5 FT OF LOT 8 BLK 6 EX S 49.5 FT OF LOTS 2 & 4 & S 49.5 FT OF E 16 FT OF LOT 6 BLK 6 STEWARD'S AMENDED ADD							
3423	2-095100000	0.00	0.00		0.00	1,889.16	1,889.16
RPV STEWARD, RR - SHORTZ-CARNES SHARON ETAL 506 OAKHILL AVE JACKSON MI 49201		0.00				0.00	
0944 ALL OF LOTS 1, 3 & 5 AND E 30 FT OF LOT 7 EX W 13.5 FT OF E 30 FT OF N 3 RDS BLK 6 STEWARD'S AMENDED ADD							
3423	2-1024.1000	0.00	0.00		0.00	1,567.57	1,567.57
RPV STEWARD, RR - BURSE DONALD V 429 W TRAIL ST JACKSON MI 49201		0.00				0.00	
COM AT A PT ON SLY LN OF TRAIL ST 50 FT NWLY FROM NE COR OF LOT 5 BLK 8 STEWARD'S AMENDED ADD TH NWLY 84.30 FT ALG SLY LN OF TRAIL ST TO ELY LN OF STEWARD AVE TH SLY 77.95 FT ALG ELY LN OF STEWARD AVE TH SELY TO A PT 67 FT SLY (AT R/A TO TRAIL ST) FROM POB TH NLY 67.0 FT TO POB BEING PARTS OF LOTS 5 & 6 BLK 8 STEWARD'S AMENDED ADD							
3423	2-102400000	0.00	0.00		0.00	1,929.55	1,929.55
RPV STEWARD, RR - FLINT DANIEL L 439 STEWARD AVE JACKSON MI 49201		0.00				0.00	
COM AT INTERS OF SLY LN OF TRAIL ST WITH ELY LN OF STEWARD AVE TH SLY 77.95 FT ALG ELY LN OF STEWARD AVE TO POB OF THIS DESC TH SLY 95.95 FT ALG ELY LN OF STEWARD AVE TO ITS INTERS WITH NLY LN OF MCRR R/W TH SELY 35.87 FT ALG NLY LN OF MCRR R/W TH NELY 72.77 FT PARA WITH E LN OF LOT 5 BLK 8 STEWARD'S AMENDED ADD TH NWLY 20 FT PARA WITH S LN OF TRAIL ST TH NELY 20.30 FT PARA WITH SD E LN OF LOT 5 TH NW 53.80 FT TO POB BEING PARTS OF LOTS 5 & 6 BLK 8 STEWARD'S AMENDED ADD							

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3423	2-102500000	0.00	0.00		0.00	996.78	996.78
RPV STEWARD, RR -	BECK C VICTOR & JUDITH L 2821 WESTOWNE CT TOLEDO OH 43615	0.00				0.00	
N 110 FT OF W PART OF LOT 7 LYING W OF STEWARD AVE & E 41 FT OF LOT 8 BLK 8 EX 2ND WARD HALL ALSO EX S 36 FT BLK 8 STEWARD'S AMENDED ADD							
3423	2-103800000	0.00	0.00		0.00	762.50	762.50
RPV STEWARD, RR -	LITTERAL LEONARD R & NANCY J 6500 BENNETT RD JACKSON MI 49201	0.00				0.00	
LAND COM AT A PT ON W LN OF STEWARD AVE 110 FT M/L S OF S LN OF TRAIL ST TH WLY PAR TO S LINE OF TRAIL ST 64 FT TH S TO N LN OF MCRR CO R/W TH E ALG R/W TO W LN OF STEWARD AVE TH N TO BEG BLK 8 STEWARD'S AMENDED ADD							
3423	2-103900000	0.00	0.00		0.00	1,327.26	1,327.26
RPV STEWARD, RR -	KREUER CHRISTINE E 502 STEWARD AVE JACKSON MI 49201	0.00				0.00	
LAND COM AT INTERS OF N LN OF TRAIL ST WITH W LN OF STEWARD AVE TH N 75 DEG 18' W ON N LN OF TRAIL ST 80 FT TH N 8 DEG 52' E 64.6 FT TH ELY PARA WITH NLY LN OF TRAIL ST TO W LN OF STEWARD AVE TH S 66 FT TO BEG BEING PART OF LOT 1 BLK 9 STEWARD'S AMENDED ADD							
3423	2-104200000	0.00	0.00		0.00	1,025.61	1,025.61
RPV STEWARD, RR -	PERRIN ARVID B & IRINA E 504 STEWARD AVE JACKSON MI 49201	0.00				0.00	
LAND COM AT A PT ON THE W LN OF STEWARD AVE 66 FT N OF THE NLY LN OF TRAIL ST TH WLY PARA WITH THE NLY LN OF TRAIL ST 132 FT TH N PARA WITH W LN OF STEWARD AVE 27 FT TH E 132 FT TO THE W LN OF STEWARD AVE TH S ON W LN OF STEWARD AVE 51 FT TO BEG BEING A PART OF LOTS 1, 2 & 3 BLK 9 STEWARD'S AMENDED ADD							
3423	2-104300000	0.00	0.00		0.00	784.29	784.29
RPV STEWARD, RR -	PERRIN ARVID B & IRINA E 508 STEWARD AVE JACKSON MI 49201	0.00				0.00	
LAND COM AT A PT ON W LN OF STEWARD AVE 156 FT N OF NLY LN OF TRAIL ST TH S ON W LN OF STEWARD AVE 39 FT TH WLY 8 RDS TO A PT 93 FT N OF NLY LN OF TRAIL ST TH N PARA WITH W LN OF STEWARD AVE 39 FT TH E IN A STRAIGHT LN 8 RDS TO BEG BLK 9 STEWARD'S AMENDED ADD							
3423	2-104400000	0.00	0.00		0.00	1,206.60	1,206.60
RPV STEWARD, RR -	JONES MYESHIA V 510 STEWARD AVE JACKSON MI 49201	0.00				0.00	
BEG ON W LN OF STEWARD AVE 156 FT N OF NLY LN OF TRAIL ST (FORMERLY EXTENSION ST) TH WLY 91.6 FT TH N ABOUT 66 FT TO S LN OF OAKHILL AVE TH ELY & SLY ALG S LN OF OAKHILL AVE AND W LN OF STEWARD AVE TO BEG BEING PART OF LOTS 2 & 4 BLK 9 STEWARD'S AMENDED ADD							
Total Parcels: 19		0.00 0.00	0.00		0.00	27,228.59 0.00	27,228.59

RESOLUTION
STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water main replacement on Steward Avenue, from the railroad to Ganson Street which assessments were by him placed on Assessment Roll No. 3423 in the amount of $47,572.40 and reported to the City Council as its meeting held on the 13th day of July, 2021; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday July 13, 2021, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

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

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

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3423 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 1.25% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

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

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 13th day of July, 2021.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of July 2021.

_____
Andrea Muray, City Clerk

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 13, 2021

SUBJECT: Confirmation of Special Assessment Roll No. 3424

Recommendation:

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

A. Public Hearing on Special Assessment Roll No. 3424 for street reconstruction and water and sewer main replacement on Biddle Street from Mechanic Street to Martin Luther King Jr. Drive.

    1. Resolution confirming Roll No. 3424

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL

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

Attached is the resolution.

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

Roll for Year 2021
Population: Special Assessment District (3424)
Special Population Both Active and Inactive Parcels

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3424	5-022000000	0.00	0.00		0.00	75.00	75.00
RPV BIDDLE, MECH	COMMUNITY ACTION AGENCY 1214 GREENWOOD AVE JACKSON MI 49203	0.00				0.00	
	LAND BEG AT INTERS OF N LN OF BIDDLE ST WITH E LN OF MECHANIC ST TH E ALG N LN OF BIDDLE ST 92 FT TO POB OF THIS DESC TH N 66 FT TH E 48 FT TH S 66 FT TH W 48 FT TO POB BEING PART OF LOT 3 BLK 72 ALSO PART OF CEMETERY RESERVE VACATED CLINTON ST AN ADD TO WESTERN PART OF JACKSONBURG KNOWN AS FORD'S WESTERN ADD						
3424	5-022100000	0.00	0.00		0.00	6,312.50	6,312.50
RPV BIDDLE, MECH	SAFIYE KAYA 18750 WOODWARD AVE DETROIT MI 48203	0.00				0.00	
	LAND BEG AT INTERS OF E LN OF MECHANIC ST WITH N LN OF BIDDLE ST TH E ALG N LN OF BIDDLE ST 140 FT TO POB OF THIS DESC TH N PARA WITH E LN OF MECHANIC ST 66 FT TH W PARA WITH N LN OF BIDDLE ST 4 FT TH N 66 FT TH E 56 FT TH S PARA WITH E LN OF MECHANIC ST 132 FT TO N LN OF BIDDLE ST TH W ALG N LN OF BIDDLE ST 52 FT TO POB BEING PART OF LOT 3 BLK 72 AN ADD TO WESTERN PART OF JACKSONBURG KNOWN AS FORD'S WESTERN ADD ALSO PART OF CEMETERY RESERVE & VACATED CLINTON ST						
3424	5-022200000	0.00	0.00		0.00	100.00	100.00
RPV BIDDLE, MECH	SAFIYE KAYA 24100 SOUTHFIELD RD STE 215 SOUTHFIELD MI 48075	0.00				0.00	
	LAND BEG AT INTERS OF E LN OF MECHANIC ST WITH N LN OF BIDDLE ST TH E ALG N LN OF BIDDLE ST 192 FT FOR POB OF THIS DESC TH N 132 FT TH E 44 FT TH S 132 FT TH W 44 FT TO POB BEING PART OF LOT 1 BLK 72 & BEING A PART OF CEMETERY RESERVE & VACATED CLINTON ST AN ADD TO WESTERN PART OF JACKSONBURG KNOW AS FORD'S WESTERN ADD						
3424	5-022300000	0.00	0.00		0.00	3,812.50	3,812.50
RPV BIDDLE, MECH	MOOREHEAD JASON & DEBRONJIA 114 E BIDDLE ST JACKSON MI 49203	0.00				0.00	
	LAND COM AT INTERS OF N LN OF BIDDLE ST WITH E LN OF MECHANIC ST TH E ALG N LN OF BIDDLE ST 236 FT FOR POB OF THIS DESC TH N 132 FT TH E 44 FT TH S 132 FT TH W 44 FT TO POB BEING PART OF LOT 1 BLK 72 ALSO PART OF VACATED CLINTON ST & BUFFALO ST AN ADD TO WESTERN PART OF JACKSONBURG KNOWN AS FORD'S WESTERN ADD						
3424	5-023200000	0.00	0.00		0.00	200.00	200.00
RPV BIDDLE, MECH	MOHAMED ELHAM SADEQ SAEED 17708 HANNA ST MELVINDALE MI 48122	0.00				0.00	
	S 1/2 OF E 45 FT OF LOT 13 & S 1/2 OF W 49.25 FT OF LOT 12 BLK 73 AN ADD TO WESTERN PART OF JACKSONBURG KNOWN AS FORD'S WESTERN ADD						
3424	5-023300000	0.00	0.00		0.00	87.50	87.50
RPV BIDDLE, MECH	MOOREHEAD DEBRONJIA D 114 E BIDDLE ST JACKSON MI 49203	0.00				0.00	
	LAND COM AT A PT ON N LN OF BIDDLE ST 94.25 FT W OF W LN OF FRANCIS ST TH N 70 FT TH W 54 FT TO E LN OF BUFFALO ALLEY TH S ON E LN OF BUFFALO ALLEY 70 FT TO N LN OF BIDDLE ST TH E ON N LN OF BIDDLE ST 54 FT TO POB BLK 73 AN ADD TO WESTERN PART OF JACKSONBURG KNOWN AS FORD'S WESTERN ADD						

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3424	5-059200000	0.00	0.00		0.00	16,641.90	16,641.90
RPV BIDDLE, MECH	ST JOHN'S UNITED CHURCH 801 S MECHANIC ST JACKSON MI 49203	0.00				0.00	
593, 594, 595 LOTS 1, 2, 3, 4 & 5 COOLEY PLACE							
3424	5-060200000	0.00	0.00		0.00	5,250.00	5,250.00
RPV BIDDLE, MECH	COMMUNITY ACTION AGENCY 1214 GREENWOOD AVE JACKSON MI 49203	0.00				0.00	
E 60 FT OF LOT 12 COOLEY PLACE							
3424	5-060300000	0.00	0.00		0.00	4,187.50	4,187.50
RPV BIDDLE, MECH	CUMMINGS JAY & LESLIE A 6530 OAKHILL RD ORTONVILLE MI 48462	0.00				0.00	
W 50 FT OF LOTS 11 & 12 COOLEY PLACE							
3424	5-061600000	0.00	0.00		0.00	137.50	137.50
RPV BIDDLE, MECH	LEWIN EDWARD & STACEY 800 S MARTIN LUTHER KING JR DR JACKSON MI 49203	0.00				0.00	
N 2 RDS OF E 1/2 OF LOT 23 COOLEY PLACE							
3424	5-061800000	0.00	0.00		0.00	4,537.50	4,537.50
RPV BIDDLE, MECH	COMBS NATASHA 117 E BIDDLE ST JACKSON MI 49203	0.00				0.00	
0617 W 66 FT OF LOT 23 & ALL OF LOTS 24 & 25 COOLEY PLACE							
Total Parcels: 11		0.00 0.00	0.00		0.00	41,341.90 0.00	41,341.90

RESOLUTION
STREET RECONSTRUCTION AND WATER AND SEWER MAIN REPLACEMENT

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Biddle Street, from Mechanic Street to Martin Luther King Jr. Drive which assessments were by him placed on Assessment Roll No. 3424 in the amount of $22,037.50 and reported to the City Council as its meeting held on the 13th day of July, 2021; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday July 13, 2021, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

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

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

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3424 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 1.25% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

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

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 13th day of July, 2021.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of July 2021.

_____
Andrea Muray, City Clerk

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 13, 2021

SUBJECT: Confirmation of Special Assessment Roll No. 3425

Recommendation:

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

A. Public Hearing on Special Assessment Roll No. 3425 for street reconstruction and water and sewer main replacement on Cooley Place from Biddle Street to Morrell Street.

    1. Resolution confirming Roll No. 3425

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL

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

Attached is the resolution.

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

Special Assessment Roll for CITY OF JACKSON

Roll for Year 2021

Population: Special Assessment District (3425)

Special Population Both Active and Inactive Parcels

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3425	5-059900000	0.00	0.00		0.00	5,537.50	5,537.50
RPV COOLEY, BIDL	MATO EPHRAIM C 814 COOLEY PL JACKSON MI 49203	0.00				0.00	
LOT 9 COOLEY PLACE							
3425	5-060000000	0.00	0.00		0.00	3,700.00	3,700.00
RPV COOLEY, BIDL	WHITNEY DEBORAH F ETAL 1401 FOURTH ST APT 1 JACKSON MI 49203	0.00				0.00	
LOT 10 COOLEY PLACE							
3425	5-0601.0100	0.00	0.00		0.00	25.00	25.00
RPV COOLEY, BIDL	LODISE PETER P O BOX 84 PLEASANT LAKE MI 49272	0.00				0.00	
N 8.43 FT OF E 60 FT OF LOT 11 COOLEY PLACE							
3425	5-060100000	0.00	0.00		0.00	4,037.50	4,037.50
RPV COOLEY, BIDL	GLASSON MATTHEW & HEATHER L 806 COOLEY PL JACKSON MI 49203	0.00				0.00	
S 50 FT OF E 60 FT OF LOT 11 COOLEY PLACE							
3425	5-060400000	0.00	0.00		0.00	3,900.00	3,900.00
RPV COOLEY, BIDL	LAMMERS JEFFRY L & AMY 1995 KIBBY RD APT 1 JACKSON MI 49203	0.00				0.00	
LOT 13 COOLEY PLACE							
3425	5-060500000	0.00	0.00		0.00	6,075.00	6,075.00
RPV COOLEY, BIDL	MATO, EPHRAIM C 814 COOLEY PL JACKSON MI 49203	0.00				0.00	
LOT 14 COOLEY PLACE							
3425	5-060700000	0.00	0.00		0.00	5,162.50	5,162.50
RPV COOLEY, BIDL	MAY RONALD H 2431 CHARLOTTE ST JACKSON MI 49203	0.00				0.00	
LOTS 15 & 16 COOLEY PLACE							
Total Parcels: 7		0.00	0.00		0.00	28,437.50	28,437.50
		0.00				0.00	

RESOLUTION
STREET RECONSTRUCTION AND WATER AND SEWER MAIN REPLACEMENT

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Cooley Place, from Biddle Street to Morrell Street which assessments were by him placed on Assessment Roll No. 3425 in the amount of $40,012.50 and reported to the City Council as its meeting held on the 13th day of July, 2021; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday July 13, 2021, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

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

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

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3425 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 1.25% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

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

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 13th day of July, 2021.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of July 2021.

_____
Andrea Muray, City Clerk

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

DATE: July 13, 2021

SUBJECT: Meterless Parking for 2021-2022

Recommendation:

PUBLIC HEARING:

A. Public hearing on the necessity of continuing the meterless parking system in the downtown area of the City for 2021-2022.

1. Consider a resolution determining the necessity of continuing the meterless parking system, ordering the City Assessor to prepare Special Assessment Roll No. 4304 and establishing August 10, 2021, at the City Council meeting as the time and place to hold a public hearing confirming the meterless parking system assessment roll.

Attached for your consideration is a resolution determining the necessity of continuing the meterless parking system in the downtown area of the City for 2021-2022.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, Interim City Manager

FROM: Jason Yoakam, City Assessor

DATE: June 30, 2020

RECOMMENDATION: Recommend Continuation of the Meterless Parking System

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SUMMARY

Meterless parking special assessments provide the necessary funds for maintenance and repair of municipal lots.

BUDGETARY CONSIDERATIONS

The meterless parking special assessments generate revenue for the 518 (Parking Assessment) fund. Such assessments are based on the annual operating expense of the system and include such items as lot maintenance, snow removal, utilities and administrative expenses. Currently, the fund's proposed 2021/2022 balance is $261,042. The amount of this year's requested special assessment is $85,558; the same amount as 2020/2021.

HISTORY, BACKGROUND and DISCUSSION

The meterless parking system began in 1984 as a means to eliminate parking meters. The amount of the assessment is based on a per parking space need times rate. Parking need is determined by the occupancy, zoning, and the number of spaces owned, leased from, or leased to others.

DISCUSSION OF THE ISSUE

N/A

POSITIONS

The Assessor's Office supports the continuation of the meterless parking system for the 2021-2022 fiscal year (memos from City Engineer's office and DDA attached).

JACKSON
Founded 1829

Engineering

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4160 • Fax: (877) 509-5389

June 28, 2021

TO: Jason Yoakam, City Assessor

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

SUBJECT: **Parking Assessment Fund**

Engineering review of the Parking Assessment Fund for fiscal year 2021/22 shows that the special assessment amount should be maintained at the same as FY 20/21 at $85,558.

Let me know if you have any further questions or comments on this issue.

c: Laura North, Engineering Assistant/Parking Manager

M:\SSykes\Meterless parking memo to Jason 2021.doc

JACKSON DDA
Downtown Development Authority

Memorandum

Date: June 23, 2021

To: Jason Yoakam, City of Jackson Assessor

From: Cory Mays, Executive Director

Re: Meterless Parking and Assessments

At their June 10, 2021 meeting, the Downtown Development Authority Board of Directors reviewed memos and listened to presentations from Cory Mays, DDA Executive Director, and Jason Yoakam, City of Jackson Assessor, regarding downtown meterless parking and assessments. Based on those presentations, feedback from downtown business owners, and 2021-2022 assessment estimates, the DDA board voted unanimously in favor of continuing the current downtown meterless parking assessment program.

The DDA board does hereby approve that Jason Yoakam, City of Jackson Assessor, recommend the continuation of this program for the 2021-2022 fiscal year to the City of Jackson City Council. Any questions or concerns can be directed to my office at any time.

Respectfully Submitted,

Cory L. Mays
Executive Director, Downtown Development Authority

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, City staff has diligently studied the question of continuing the operation of a downtown meterless parking system as a public improvement with an estimated total annual assessable cost of $85,380.00; and

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, the City Council has reviewed the necessity of continuing the operation of a meterless parking system for the downtown area; and

WHEREAS, notice had been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 13th day of July, 2021, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the continuation of the meterless parking system for the downtown area is a necessary public improvement and directs the Assessor to prepare Assessment Roll No. 4304 in the amount of $85,380.00 reflecting the estimated costs of same, assessing such costs to the property owners receiving a benefit therefrom in accordance with the benefits to be received by each.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that a public hearing will be held on Tuesday, the 10th day of August, 2021, at the hour of 6:30 p.m. in the Council Chambers of City Hall in the City of Jackson to hear any and all objections and suggestions by interested parties that may be made as to the assessments contained in said roll.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 13th day of July, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of July, 2021.

_____
Andrea Muray, City Clerk

_____
Derek J. Dobies, Mayor

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 13, 2021

SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through May 31, 2021

Recommendation:

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

Attached is a memo from Shane LaPorte, the Director of Neighborhood and Economic Operations, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through May 31, 2021. Monthly expenses includes Personnel Salaries & Expenses, Administration, City Attorney Expenses, Homeowner Emergency Hazards/Major Component Project Cost, Recreation Project Expenses, Demolition Cost, Street Lighting Cost Reduction, and CHDO Reserve Habitat for Humanity Deland Project Expense.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through May 31, 2021. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood and Economic Operations

DATE: July 13, 2021

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through May 31, 2021

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending May 31, 2021.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- City Attorney Expenses
- Homeowner Emergency Hazards / Major Component Cost
  - 160 W. Mansion (Rhimes - Final Payment Sewer EH)
- Street Projects
  - Morrell & Adrian Street Lighting Project
    - Special Assessment Reduction - Overpayment
- Recreation – Other Projects
  - Loomis Park Basketball Court Improvements
- Demolition
  - Pre-Demo (ETC)
    - 506 S. Pleasant
    - 112 E. Mason
    - 1612-1614 Chapin
    - 139 Wall
    - 809 Foote St
    - 323-327 W. Trail St.
- CHDO Reserve
  - Habitat for Humanity – Deland Project

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through May 31, 2021.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eleven Months Ended May 31, 2021

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	Administration & Planning							
	FY 2019/2020	78,000	-	-	78,000	78,000	0	100.0%
	FY 2020/2021	100,000	-	20,048	77,998	77,998	22,002	78.0%
	Code Enforcement							
2	City Attorney Office							
	FY 2019/2020	28,700	2,949	1,928	16,195	19,144	9,556	66.7%
	Rehabilitation Projects							
3	Rehabilitation Administration							
	FY 2017/2018	123,500	105,736	-	17,764	123,500	0	100.0%
	FY 2019/2020	46,450	-	-	46,450	46,450	0	100.0%
	FY 2020/2021	45,000		12,790	42,284	42,284	2,716	94.0%
4	Homeowner Rehabilitation							
	FY 2016/2017	28,247	21,829	-	6,418	28,247	0	100.0%
5	City Emergency Hazard Repair Program							
	FY 2018/2019	226,635	128,903	-	96,153	225,055	1,580	99.3%
	FY 2020/2021	423,902	-	2,294	110,259	110,259	313,643	26.0%

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eleven Months Ended May 31, 2021

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Street Projects							
6	Special Assessments (FY 2015/2016)							
	FY 2019/2020	25,000	-	-	4,365	4,365	20,635	17.5%
7	Steward: RR to E Ganson							
	FY 2019/2020	24,550	23,880	-	670	24,550	(0)	100.0%
	FY 2020/2021	170,000	-	-	66,947	66,947	103,053	39.4%
8	Street Lighting (FY 2019/2020)	379,924	53,536	(60,173)	175,906	229,442	150,482	60.4%
9	Street Construction - Chalet Terrance (FY2019/2020)							
	FY 2019/2020	480,000	-	-	480,000	480,000	-	100.0%
	FY 2020/2021	220,000	-	-	218,359	218,359	1,641	99.3%
10	Pre-construction Design (FY 2020/2021)	151,266	-	-	4,248	4,248	147,018	2.8%
	Recreation -Other Projects							
11	Loomis Park Court Improvements	312,849	6,500	27,888	264,960	271,460	41,389	86.8%
12	Park Improvements							
	FY 2018/2019	68,858	68,858	-	-	68,858	-	100.0%
13	Boo Center Improvements (FY 2020/2021)	305,000	-	-	244,782	244,782	60,219	80.3%
	Public Service							
14	King Center Summer Youth Program (FY 2019/2020)	18,832	18,832	-	-	18,832	-	100.0%
15	Loomis Park Playground Program (FY 2019/2020)	2,881	2,881	-	-	2,881	(0)	100.0%
16	Kitchen Incubator Program (FY 2019/2020)	7,451	-	-	-	-	7,451	0.0%
	Demolition							
17	Demolition							
	FY 2016/2017	136,125	81,092	-	55,033	136,125	0	100.0%
	FY 2019/2020	259,000	-	420	161,906	161,906	97,094	62.5%
	FY 2020/2021	300,000	-	-	-	-	300,000	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the Eleven Months Ended May 31, 2021

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
1 Rehabilitation Assistance Program							
FY 2018/2019	161,290	146,448	-	14,842	161,290	-	100.0%
FY 2019/2020	55,068	-	-	54,384	54,384	684	98.8%
2 HOME Administration			-				
FY 2017/2018	26,000	26,000	-	-	26,000	-	100.0%
FY 2018/2019	28,000	28,000	-	-	28,000	-	100.0%
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	-	-	-	-	33,000	0.0%
3 CHDO Reservation			-				
FY 2017/2018	40,000	-	19,684	19,684	19,684	20,316	49.2%
FY 2018/2019	175,584	-	-	-	-	175,584	0.0%
FY 2019/2020	503,052	-	-	-	-	503,052	0.0%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
4 CHDO Operating Expenses							
FY 2017/2018	14,000	-	-	-	-	14,000	0.0%
FY 2018/2019	18,000	-	-	-	-	18,000	0.0%
FY 2019/2020	18,000	-	-	-	-	18,000	0.0%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Eleven Months Ended May 31, 2021

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

ENVIRONMENTAL COMMISSION

MINUTES (APPROVED 06-17-21)

Date: Wednesday, May 19, 2021

Time: 6:00 pm

Place: Virtual meeting via Zoom due to COVID19 restrictions
Meeting ID 876 7779 9268, Passcode 161161

I. **Call to Order** *Chairperson Kelli Kazmier called the Environmental Commission meeting to order at 6:00 pm.*

II. Roll Call

Present: *Commissioner Monica Day, Commissioner Kelsey Heck Wood, Commissioner Bethany Hersha, Commissioner Kelli Kazmier and Commissioner Kevin Lund*

Absent: *None*

Staff: *Troy R White, City of Jackson Engineering*

Also present: *Jonathan Greene, City Manager*

III. Adoption of the Agenda

Motion made by Commissioner Hersha and seconded by Commissioner Lund to adopt the agenda as presented. Motion approved unanimously.

IV. Approval of 04-21-21 meeting minutes

Motion made by Commissioner Hersha and seconded by Commissioner Lund to approve the minutes as presented. Motion approved unanimously.

V. Citizen Comments (3-minute limit)

None

VI. 2021 Action Items.

a) Refuse and Recycling Committee Report

Commissioner Heck Wood made a short presentation of this process that resulted in the current priorities and committees of the Environmental Commission. She related that the Refuse and Recycling Committee researched the level of service and the costs for refuse and recycling collection in neighboring cities and how that compares to the level of service and costs for the services provided by the three main haulers serving Jackson.

It was determined that service in Jackson by two of the local haulers costs more than comparable services in neighboring cities. The costs for the third local hauler were not available.

It was noted that pick up service is required in neighboring cities.

Commissioner Heck Wood than inquired of the City Manager about methods for communication between the Environmental Commission and City Council. Would it be good for the Environmental Commission to provide periodic written progress reports to City Council? Currently, there is not a Councilmember sitting on the Environmental Commission as there was in the past. Would it be appropriate for the Environmental Commission to invite City Councilmembers to join the Environmental Commission? Lastly, what is the best way to send correspondence to City Council?

City Manager Greene explained that there is not an answer to these inquiries that will apply to every situation and issue – that it will vary.

City Manager Greene requested that Mr. White provide his office with Environmental Commission meeting minutes so that he can provide them to City Council. This will help inform City Council of the work of the Environmental Commission.

City Manager Greene proposed that it be suggested to City Council that the presence of the Councilmember on the Environmental Commission would help facilitate communications between the two.

City Manager Greene stated that Councilmembers must be provided with plenty of information and time to digest and discuss that information so that they can be informed about the issues that the Environmental Commission is working on. Mr. White can be a conduit for getting info from the Commissioners to the Councilmembers.

For Environmental Commission proposals to be successful, they must show that they are better and cheaper than the status quo.

City Manager Greene inquired about the Environmental Commission's position on single hauler refuse and recycling collection.

Commissioner Heck Wood responded that there is a consensus on the Commission that there are numerous benefits to City residents in a single hauler system. Recycling is an important component of a single hauler consideration. The benefits of a single hauler system include improved efficiency, a reduction in truck traffic (and the associated emissions and wear on the infrastructure) and reduced costs. If a requirement for pickup service is incorporated, it would also result is a reduction in piled garbage, dumping and City clean-ups.

At some point, the Commission could generate a couple of options for consideration by City Council so that their preferences regarding the issue can be discerned.

It was suggested that DPW and NEO can provide info regarding the number of citations issue and the number and costs of cleanup performed. Refuse pick-up is a quality of life issue. When left uncollected, refuse piles up and because a nuisance and unsanitary and an attraction for rodents. Piled up refuse also results in costs to the community associated with regulating and cleaning up.

City Manager Greene suggested that City Council will need time to digest info from the Environmental Commission and interact with their constituents before they will be able to act on the issue.

Commissioner Kazmier inquired if it is possible for the City to enter into a contract for pick-up for the entire City and does that require a requirement for pick-up?

City Manager Greene responded that they are likely two separate issues. Like other utilities, pick-up could be a franchise agreement with a single hauler. The requirement for pick-up would have to be in an ordinance. Both would require consultation with the City Attorney's office.

Regarding a franchise agreement, it was asked whether billing would be done by the contractor or by the City. City Manager Greene replied that it would require additional staff and associated admin costs to add it to City-issued utility bills. Commissioner Heck Wood stated billing is performed by the contractor in some of the neighboring City's that were researched.

Commissioner Lund suggested that the City may end up with a coordinator or liaison to interface between residents and the contractor.

Commissioner Kazmier asked if there were further questions or comments. There were none.

Commissioner Kazmier then proposed, based on the previous conversation, a process for moving a refuse and recycling initiative through City Council as follows:

1) *Send a report to the City Manager.*
2) *The City Manager can then use this information to inform City Council and to gather feedback.*
3) *The Environmental Commission can be made available to address concerns by City Council.*
4) *Revise the report to address concerns and to add detail.*
5) *City Council to hold a public hearing of necessity*
6) *Put a contact out to bid*

Commissioner Lund inquired about accommodating existing haulers and small volume generators (single person households). There was discussion that it is never the case that everyone is happy when there is a change and that the goal is to do the right thing for the City as a whole.

Commissioner Kazmier inquired about when is the best time to provide info to City Council to start the process. It was decided that the sooner the better – time will be needed to build consensus.

Commissioner Kazmier thanked City Manager Greene for attending and providing input.

City Manager Greene left the meeting at 6:48.

Two proposals regarding the next step were put forward:

1) *Arrive at the June meeting with feedback from the community and discern a direction from those materials and then prepare a report.*
2) *Have a committee member draft a report for review and edit by the Commission.*

Commissioner Kazmier suggested that the report would be an opening proposal to provide to the City Manager to put in front of City Councilmembers.

Commissioner Hersha suggested a single page. Commissioner Kazmier agreed.

Commissioner Day suggested that there be listening sessions in the neighborhoods.

Commissioner Lund suggested reaching out to neighborhood leaders.

Commissioner Kazmier posed the question – are listening sessions done before or after the issue has been brought before City Council?

Commissioner Day suggested meetings at the Boos Center and/or at the King Center.

Commissioner Heck Wood stated that we shouldn't be having public discussions if the City Council isn't first informed.

Mr. White stated that it would be inappropriate to talk with the Council's constituents without Council approval. The appearance would suggest that the Commission is working against rather than with or for Council.

Commissioner Kazmier suggested that the Councilmembers are the community leaders who are best suited to hold conversations with the public.

Commissioner Day suggested that there will need to be listening sessions at some point in the process.

Commissioner Kazmier agreed. She suggested that the need for community input be included in the draft report.

Commissioner Lund stated that there must be opportunities for public input.

Commissioner Heck Wood stated that the Commission's job is to bring initiatives with supporting research to City Council. It is the Councilmember's choice how to interact with their constituents.

Commissioner Heck Wood offered to prepare a draft report for consideration at the next Commission meeting. She stated that, because there is time before the June meeting, there will be time for reviews and edits.

Commissioner Day stated that refuse and recycling pick-up is a socio-economic issue that needs input from those who done have traditional garbage service.

Commissioner Kazmier suggested that taking the first step on the issue by writing a one page report is different from working out the details – that details are worked out during the process, not before the process starts.

Commissioner Heck Wood suggested that all communities that have single hauler systems also have disadvantaged residents who have to be accounted for in the system that is developed. She suggested that the Commission is aware that there are concerns but it is up to the Commission to find potential solutions to problems. A one-page report at this time would be a first step forward.

Commissioner Kazmier stated that an initial one-page report will not be detailed enough to address all concerns or to even outline what a single hauler program may look like. The one-pager could include reference the impact of such a program on the disadvantaged.

Commissioner Day stated that her concerns wouldn't necessary stop the initiative. She wants the disadvantaged to have a voice.

Commissioner Kazmier suggested that all Commissioners want to be considerate of those who are disadvantaged.

Commissioner Kazmier inquired about whether the Commission is going to accepted Commissioner Heck Wood's offer to draft a short report.

Commissioner Day inquired if recycling is to be included and about the size of the containers.

Commissioner Heck Wood responded that recycling would be included. The report will also reference industry standard sized containers and the costs of service providers in neighboring communities as well as our own.

Commissioner Day inquired if the single hauler system will include apartments.

Commissioner Heck Wood suggested that the single hauler system will service those buildings that are classified as residential and those that are classified as commercial will continue to use their dumpsters and collection services.

Commissioner Lund voiced support for accepting Commission Heck Wood's offer.

Commissioner Hersha voiced support for accepting Commission Heck Wood's offer.

Commissioner Kazmier voiced support for accepting Commission Heck Wood's offer.

b) LEED Committee Report

Commissioner Heck Wood inquired about inviting Ms. Lyons Bricker from the City of Royal Oak to the June Commission meeting.

Commissioner Lund related that he has not had recent communication with Ms. Lyons Bricker and suggested that her visit be scheduled for September as the Commission's work on refuse and recycling will be the priority in the immediate future.

c) LEED Committee Report

Commissioner Day reported that the Committee did meet and is currently working to get each member access to the Jackson City + County Non-Motorized Plan.

VII. Commissioner Comments

None.

VIII. Next Meeting – Wednesday, June 16, 2021 at 6:00pm via Zoom

IX. Adjournment

Motion made by Commissioner Heck Wood and seconded by Commissioner Lund to adjourn. Motion approved unanimously. Meeting ended at 7:28 pm.

JACKSON
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CITY COUNCIL MEETING MINUTES
June 8 , 2021

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Vice Mayor Arlene Robinson in which she shared a quote by Maya Angelou encouraging others to be the rainbow in someone else's cloud.

ROLL CALL:

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

Absent: none.

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

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

A. A Public Hearing and Resolution to Adopt the Final Project Plan for the City's Application for the Drinking Water State Revolving Fund Loan
Allow for a public hearing as required by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the Drinking Water State Revolving Fund (DWSRF) loan with principal forgiveness for disadvantaged communities. Resolution for approval adopting the City of Jackson Drinking Water State Revolving Fund final project plan.

Comments submitted by the public were read into the record by City Clerk Andrea Muray and an application required presentation was made by Jeff Brown of Fishbeck, Thompson, Carr & Huber.

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve the resolution adopting the City of Jackson Drinking Water State Revolving Fund final project plan. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. A Public Hearing on the Brownfield Plan for the Redevelopment of 769-811 East Washington Avenue (Objectiv E Washington LLC)
Hold a public hearing to receive public comment on the Brownfield Plan for the redevelopment of 769-811 East Washington Avenue – Objectiv E Washington LLC.

No comments were submitted for the public hearing.

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

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

C. Public Hearing on Special Assessment Roll No. 4301, Delinquent Miscellaneous 101 General Fund Accounts Receivable

Patricia Thomas, owner of 1217 Barberry Street, submitted a protest that was read into the record by City Clerk Andrea Muray.

1. *Resolution Confirming Roll No. 4301*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to confirm Special Assessment Roll No. 4301 after pulling that one item out and having it verified. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Nathan Williams, owner of 918 S. Jackson St, submitted a protest that was read into the record by City Clerk Andrea Muray.

1. *Resolution Confirming Roll No. 4302*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to confirm Special Assessment Roll No. 4302 excluding that one item until the City can provide the person with photographs of the trash. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

No correspondence was submitted for the public hearing.

1. *Resolution Confirming Roll No. 4303*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to confirm Special Assessment Roll No. 4303. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Adjourn as Board of Review and Reconvene as City Council

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

CITIZEN COMMENTS:

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

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

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

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

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

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

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

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

E. Special Event Application for the YMCA's Top Deck Group Exercise Class
Approve a request from the YMCA to host weekly Top Deck Group Exercise Classes in the Francis Street Parking Deck, Level 4B.

F. Special Event Application for the Pentecostal Church of God Outdoor Worship Services
Approve a request from the Pentecostal Church of God to host three outdoor worship services in Horace Blackman and Bloomfield Parks.

G. Local Government Unit Approval for Social District Permit
Consideration of a resolution approving the Social District Permit application for The Cowboy, LLC, dba The Crazy Cowboy.

H. Jackson Housing Commission Memorandum of Understanding

I. Accept the Resignation of Sheila Troxel from the City Planning Commission
Accept with regret, the resignation of Sheila Troxel from the City Planning Commission and express gratitude for her service to the City of Jackson.

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

OTHER BUSINESS: none.

NEW BUSINESS:

A. Award Contracts for the Fiscal Year 2021/2022 Purchase of Water and Wastewater Treatment Chemicals
Recommendation: *Award the various water and wastewater treatment chemical purchases, as presented, via the annual supply bids.*

Motion was made by Councilmember Alexander, seconded by Councilmember Dancy to award the various water and wastewater treatment chemical purchases, as presented, via the annual supply bids. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander,

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

B. Approve the Sale of City Owned Property Located at 310 Union Street to Brown Floral Co. Inc.
Recommendation: *Approve the sale of City owned property located at 310 Union Street to Brown Floral Co. Inc.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the sale of City owned property located at 310 Union Street to Brown Floral Co., Inc. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Approve a Resolution in Support for a Brownfield Plan and Approve a Redevelopment and Reimbursement Agreement for 769-811 East Washington Avenue (Objectiv E Washington LLC)
Recommendation: *Approve a resolution in support for a Brownfield Plan as well as the accompanying redevelopment and reimbursement agreement for 769-811 East Washington Avenue (Objectiv E Washington LLC).*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the resolution in support for a Brownfield Plan as well as the accompanying redevelopment and reimbursement agreement for 769-811 East Washington Avenue. Councilmember Schlecte informed Council that she would be abstaining from the vote due to a conflict of interest. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Bunnell, and Forgrave (5). Nays: Councilmember Dancy (1). Abstention: Councilmember Schlecte. Motion carried.

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve the second extension of the 2017 Bridge Consulting Services Contract with Great Lakes Engineering of Lansing, MI in the amount of $18,056.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. Approve a Resolution to Amend the CDBG Budgets for Fiscal Years 2019/2020 & 2020/2021 for Rehabilitation Administration Activities
Recommendation: *Approve the resolution to amend the Community Development Block Grant (CDBG) budgets for fiscal years 2019/2020 and 2020/2021 to budget excess program income received in fiscal year 2019/2020 to the fiscal year 2020/2021 Rehabilitation Administration activities.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve the resolution to amend the CDBG budget for fiscal years 2019/2020 and 2020/2021 to budget excess program income received in fiscal year 2019/2020 to the fiscal year 2020/2021 Rehabilitation Administration activities. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

F. Approve a Resolution to Amend the General Fund and Major Street Fund Budgets for the 2020/21 Fiscal Years
Recommendation: *Approve a budget resolution amending the General Fund and Major Street Fund budgets for fiscal year 2020/2021.*

Motion was made by Councilmember Alexander, seconded by Vice Mayor Robinson to approve a budget resolution amending the General Fund and Major Street Fund budgets for fiscal year 2020/2021. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

G. Approve the Downtown Development Authority 2021/22 Budget
Recommendation: *Approve the Downtown Development Authority's budget for the fiscal year 2021/2022.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Alexander to approve the Downtown Development Authority's budget for the 2021/2022 fiscal year. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to adopt Ordinance No. 2021-02 amending Chapter 14 to provide for property registration exemptions for immediate family members of a non-owner occupied dwelling, to establish a three-year registration and certificate compliance cycle commencing in 2022, and to provide for rent abatement consistent with the provisions of the Michigan Housing Code. Councilmember Schlecte informed Council that she would be abstaining from the vote due to a conflict of interest.

A motion to amend was made by Councilmember Alexander, seconded by Councilmember Forgrave to change Section 14-5, item 5 by removing "father, mother, son, or daughter" and replacing it with "parent, child, or sibling." Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: none. Abstention: Councilmember Schlecte. Motion carried.

Vote was taken on the main motion as amended. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: none. Abstention: Councilmember Schlecte. Motion carried.

I. Second Reading and Adoption of Ordinance No. 2021-03
Recommendation: *Adopt Ordinance No. 2021-03 amending the Foreclosed, Vacant, and Abandoned Residential Property Registry Sections 14-400 through 14-420 of Chapter 14, Jackson Code of Ordinances.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Dancy to adopt Ordinance No. 2021-03 amending the Foreclosed, Vacant, and Abandoned Residential Property Registry Sections 14-400 through 14-420 of Chapter 14, Jackson Code of Ordinances. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

J. Second Reading and Adoption of Ordinance No. 2021-04
Recommendation: *Adopt Ordinance No. 2021-04 amending Sections 5-1 through 5-4 of Article 1 of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to ensure contractors doing work in the city are properly identified and to provide a penalty for unregistered contractors.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to adopt Ordinance No. 2021-04 amending Sections 5-1 through 5-4 of Article 1 of Chapter 5 of the Code of Ordinances of the City of Jackson to ensure contractors doing work in the city are properly identified and provide a penalty

for unregistered contractors. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve the sale of City-owned property located t 2101 E. Michigan Avenue to Brandon J. Riordan and Kirsten I. Schoster. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

L. Responsible Contractor Ordinance

Recommendation: *Motion approval of first reading and advance to a second reading and final adoption of a Responsible Contractor Ordinance for the City of Jackson to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost effective manner.*

Motion was made by Councilmember Forgrave, seconded for discussion by Mayor Dobies to approve the Responsible Contractor Ordinance and advance to a second reading after changing Section 5-156 subsection E to change the mention of two years to four years.

Motion was made by Mayor Dobies, seconded by Councilmember Forgrave to amend the main motion to move 5-156 item 5 to 5-157 under workforce safety, 5-156 item 7 to 5-157 under corporate accountability, and 5-156 item 18 to 5-157 as a new item under the price criteria. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Vote was taken on the main motion as amended. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Bunnell, and Forgrave (5). Nays: Councilmembers Alexander and Schlecte (2). Motion carried.

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

Recommendation: *Approve the sale of City owned property located at 160 W. Prospect St. for $35,000 and authorize the City Manager to sign all sale documents*

associated with the Property Transfer, and to make minor modifications as needed.

Motion was made by Vice Mayor Robinson, seconded by Councilmember Schlecte to approve the sale of City-owned property located at 160 W. Prospect St. for $35,000 and authorize the City Manager to sign all documents associated with the Property Transfer and make minor modifications as needed. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

N. Approve the Sale of City Owned Property Located at 301 Bates
Recommendation: *Approve the sale of City owned property located at 301 Bates Street for $30,000 and authorize the City manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.*

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

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Dancy, and was seconded Councilmember Alexander. Vote was done by voice with all in favor. Mayor Dobies adjourned the meeting at 8:54 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 13, 2021

SUBJECT: **Traffic Control Order 2348**
W. Washington Ave.

Recommendation:

Approval of Traffic Control Order 2348 to install "Autistic Child Area" signs on W. Washington Avenue between Webster Street and Grinnell Street.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order to install "Autistic Child Area" signs per resident request at 903 W. Washington Avenue.

I recommend approval of Traffic Control Orders 2348. 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 13, 2021

RECOMMENDATION: **Approval of Traffic Control Order 2348 to install "Autistic Child Area" signs on W. Washington Avenue between Webster Street and Grinnell Street.**

SUMMARY

A Traffic Control Order (TCO) is needed to install "Autistic Child Area" signs on W. Washington Ave. between Webster St. and Grinnell St.

BUDGETARY CONSIDERATIONS

Item	Each	Total
2 – Autistic Child Area	$47.50	$95.00
2 – Sign posts	$25.34	$50.68
1 - hours labor/equipment	$122.34	$122.34
Total		**$268.02**

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

HISTORY, BACKGROUND and DISCUSSION

At the request of a resident, install "Autistic Child Area" signs. Child has Down Syndrome, but there is not a sign available for this. The sign for Autistic children best conveys the expectations to the drivers.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

To install "Autistic Child Area" signs on W. Washington Ave. between Webster St. and Grinnell St.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2348 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order No. 2348

LOCATION: W. Washington Ave.
DATE: July 13, 2021
ASSIGNED TO: Engineering

TCO DESCRIPTION

At the request of a resident, investigate the possibility of installing "Autistic Child Area" signs on Washington Ave. between Webster St. and Grinnell St.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Install "Autistic Child Area" signs on Washington Ave. between Webster St. and Grinnell St.

APPROVED ☐ **REJECTED** ☐ **DATE: 7/13/2021** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

Install "Autistic Child Area" signs on both sides of One-Way street west of 903 W. Washington Ave.

BY JON H. DOWLING, P.E.

MATERIAL USED

Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other
2								2

ASSIGNMENT COMPLETED

DATE: BY: Sign Shop

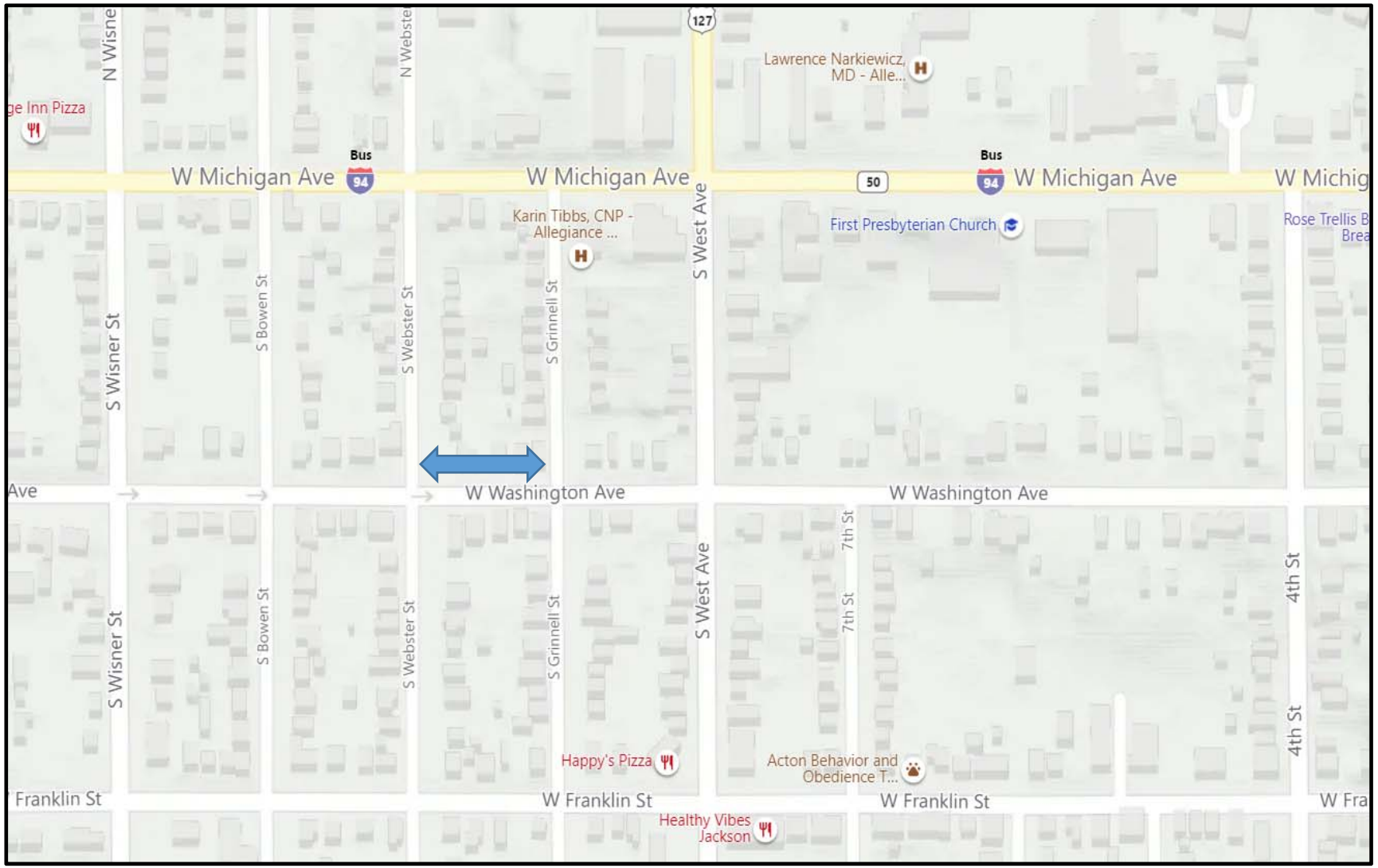
WORK INSPECTED

REMARKS:

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

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

Traffic Control Order 2348 – W. Washington Ave. between S. Webster and S. Grinnell



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 13, 2021

SUBJECT: **Traffic Control Order 2349**
High Street at Jackson Street

Recommendation:

Approval of Traffic Control Order 2349 to install "No Parking Any Time" signs with proper arrows 20 feet west of the sidewalk on the north side of High St. on the west side of Jackson St. and 20 feet east of the sidewalk on the north side of High St. on the east side of Jackson St.

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

I recommend approval of Traffic Control Order 2349. 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 13, 2021

RECOMMENDATION: **Approval of Traffic Control Order 2349 to install "No Parking Any Time" signs with proper arrows 20 feet west of the sidewalk on the north side of High St. on the west side of Jackson St. and 20 feet east of the sidewalk on the north side of High St. on the east side of Jackson St.**

SUMMARY

A Traffic Control Order (TCO) is needed to reinforce No Parking within 20 feet of a crosswalk on the north side of High St. on the east and west sides of Jackson St.

BUDGETARY CONSIDERATIONS

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

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

HISTORY, BACKGROUND and DISCUSSION

After investigating intersection for pedestrian crossing signs, Engineering found people are parking too close to the crosswalks and causing a hazard on the north side of High St. on the east and west sides of the intersection with Jackson St.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

To install "No Parking Any Time" signs to remove parking on the north side of High St. from 20 feet west of the sidewalk to the intersection on the west side of the intersection with Jackson St. and from 20 feet east of the sidewalk to the intersection on the east side of the intersection with Jackson St.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2349 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order No. 2349

LOCATION: High Street at Jackson Street
DATE: July 13, 2021
ASSIGNED TO: Engineering

TCO DESCRIPTION

After investigating intersection for pedestrian crossing signs, Engineering found people are parking too close to the crosswalks and causing a hazard on the north side of High St. on the east and west sides of the intersection with Jackson St.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Engineering recommends removing parking on the north side of High St. from 20 feet west of the sidewalk to the intersection on the west side of the intersection with Jackson St. and from 20 feet east of the sidewalk to the intersection on the east side of the intersection with Jackson St.

APPROVED ☐ REJECTED ☐ **DATE: 7/13/2021** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE: 7/13/21

TO: Install "No Parking Any Time" sign with right arrow on west side of High Street 20 feet west of the sidewalk, and install "No Parking Any Time" sign with left arrow 20 feet east of sidewalk on east side of High St.

BY JON H. DOWLING, P.E.

MATERIAL USED

Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other
2			2					

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

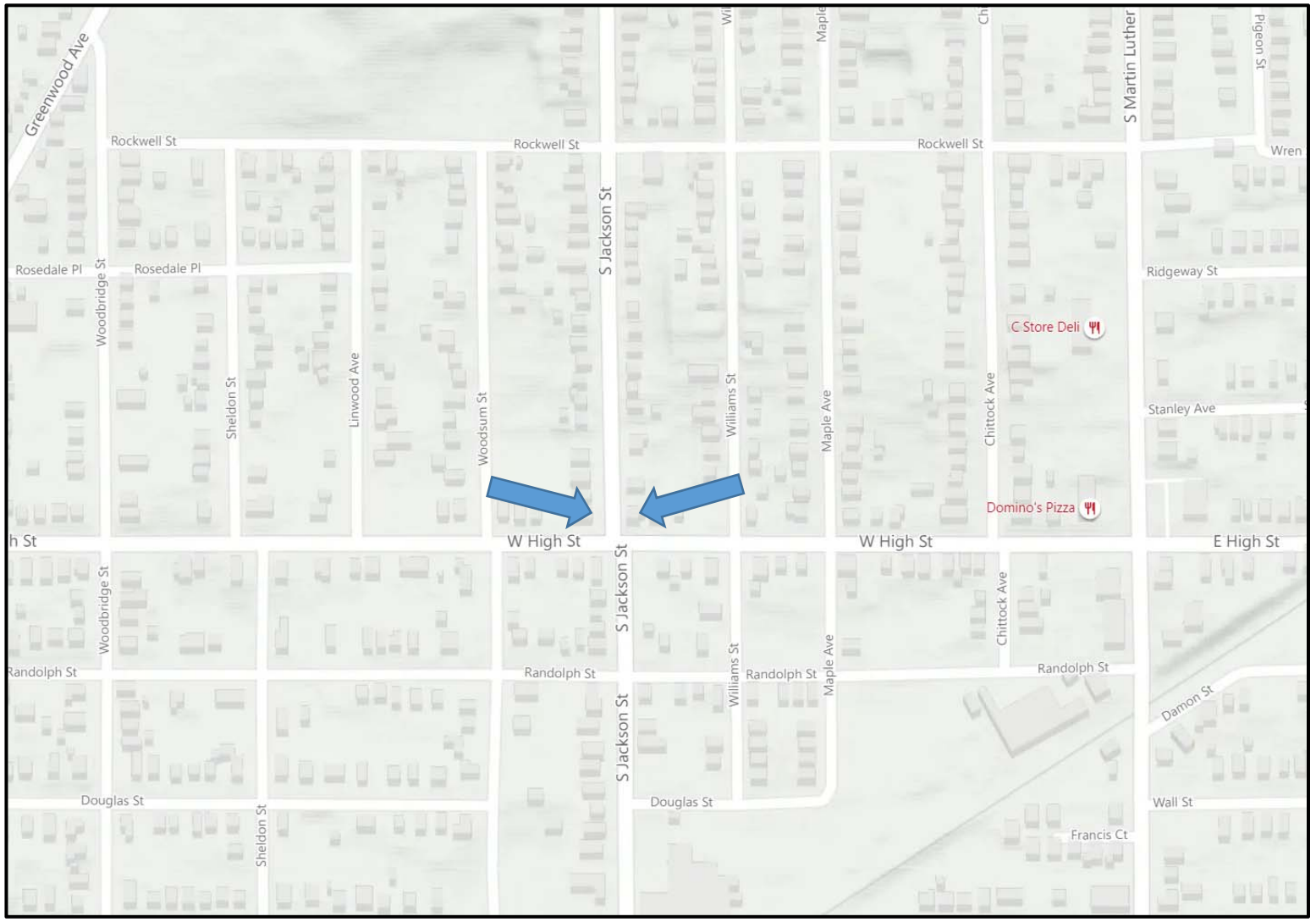
WORK INSPECTED

REMARKS:

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

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

Traffic Control Order 2349 – High Street at S. Jackson Street





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 13, 2021

SUBJECT: **Approve a Revocable License for a Blade Sign for FarmSudz at 227 S. Mechanic**

Recommendation:

> **Approve a Revocable License for FarmSudz, LLC for the installation of a building mounted blade sign within the Mechanic Street public right-of-way at 227 S. Mechanic Street and authorize the Mayor and City Clerk to execute the appropriate document(s).**

Attached is a report Jon Dowling, City Engineer requesting approval of a Revocable License.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 13, 2021

RECOMMENDATION: **Approve a Revocable License for FarmSudz, LLC for the installation of a building mounted blade sign within the Mechanic Street public right-of-way at 227 S Mechanic Street and authorize the Mayor and City Clerk to execute the appropriate document(s).**

SUMMARY

The City has received a Revocable License request from FarmSudz, LLC for the installation of a building mounted blade sign on the building at 227 S. Mechanic Street. The blade sign will extend into the Mechanic Street public right-of-way.

BUDGETARY CONSIDERATIONS

The Licensee is responsible for all costs and insurance associated for the construction, use and maintenance of the sign.

HISTORY, BACKGROUND and DISCUSSION

As the face of the building at 227 S. Mechanic Street is located on the property line of the parcel upon which it sits, the proposed sign, although attached to the building face, will be located within the Mechanic Street public right-of-way. As such, the installation of the sign requires a Revocable License.

DISCUSSION OF THE ISSUE

Exhibit A of the attached Revocable License document shows the size, location and appearance of the proposed sign that will project into the S. Mechanic St. right-of-way.

POSITIONS

Engineering requests that the attached Revocable License be approved, and that the Mayor and City Clerk be authorized to execute the Revocable License on behalf of the City. If you have any questions, please contact me.

ATTACHMENTS

REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to **FarmSudz, LLC,** a Michigan **limited liability company**, with offices at **13635 Pheasant Ridge Court, Chelsea, Michigan 48118**, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's **S. Mechanic Street** right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as **227 S. Mechanic Street**, Jackson, Michigan, a **36-inch wide by 34-inch tall building mounted blade sign** (hereinafter "structure"). The design, configuration and location of said structure is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall pay Licensor the sum of Twenty Five Dollars ($25.00).

2. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.

3. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.

4. Licensee agrees to keep the structure in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

6. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's Street right-of-way.

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of $1,000,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

8. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

9. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

10. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

11. If Licensee fails to comply with a Notice of Revocation, Licensor shall take any and all action necessary to remove the structure, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

12. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

13. This Revocable License is a personal license, and shall not be assigned by Licensee.

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the _____ day of _____, **2021**.

LICENSOR:
CITY OF JACKSON,
a Michigan Municipal Corporation

By _____
Derek Dobies, Mayor

By _____
Andrea Muray, City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this ____ day of _____, **2021**, by Derek Dobies and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____
Notary Public
Jackson County, Michigan
My Comm. Exp.:_____

Acknowledged and Agreed

LICENSEE:

FarmSudz, LLC

By _____
Julie Konkle, President

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this _____ day of _____, **2021**, by **Julie Konkle**, the **President** of **FarmSudz, LLC**, on behalf of the limited liability company.

_____
Notary Public
Jackson County, Michigan
My Comm. Exp.:_____

Drafted by:
Matthew Hagerty
City Attorney
161 West Michigan Avenue
Jackson, Michigan 49201
(517) 788-4050

When recorded return to:
City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201

ATTACHMENT 1

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

The North half of Lot 2, Block 2 South, Range 2 East of the Original Plat of the Village of Jacksonburgh.

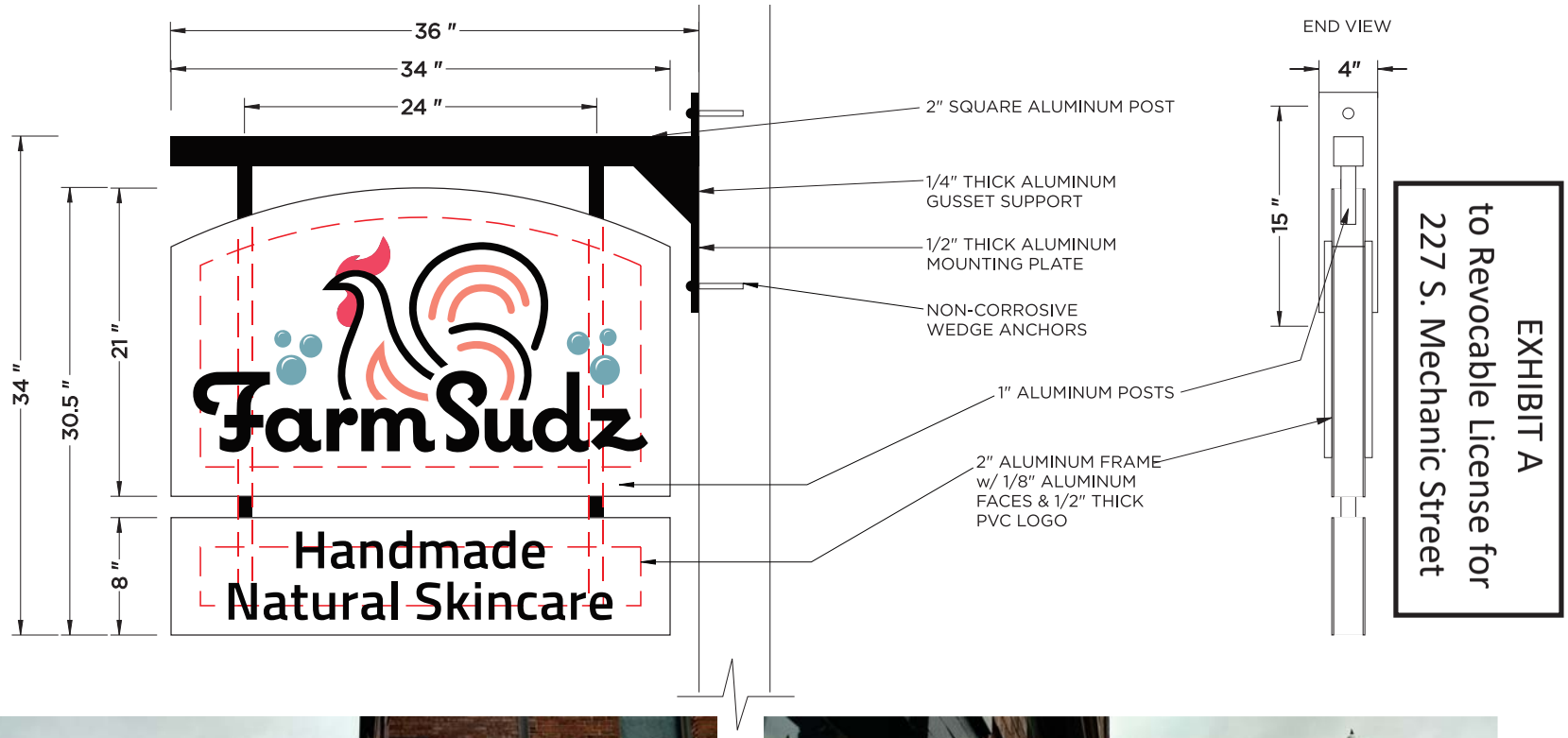


EXHIBIT A
to Revocable License for
227 S. Mechanic Street





JOHNSON SIGN
HURON SIGN • DOUGLAS SIGN
www.johnsonsign.com
Corporate Office - Jackson
2240 Lansing Ave, Jackson, MI 49202
Douglas Sign - Lansing
A Division of Johnson Sign
1800 S. Cedar St. Lansing, MI 48910
Huron Sign - Ypsilanti
A Division of Johnson Sign
663 S. Mansfield St. Ypsilanti, MI 48197

JOB NAME: FARM SUDZ

LOCATION: 229 S. MECHANIC ST.
JACKSON, MI 49201

ACCOUNT REP: JS

DESIGNER: JS

REVISION:

NOTES:
(1) D/F ALUMINUM
FLAG MOUNTED SIGN.
ANCHORED TO BRICK
WALL.

FILE NAME: FAR-PS-051921-JS

SCALE: 1-1/2"=1'

THIS SIGN IS INTENDED TO BE MANUFACTURED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).

JOHNSON SIGN CO DOES NOT PROVIDE PRIMARY ELECTRIC TO SIGN LOCATION
RESPONSIBILITY OF OTHERS

CUSTOMER APPROVAL: _____ DATE: _____

WSA · ISA International Sign Association · MSA Midwest Sign Association

This design and all material appearing hereon constitute the original unpublished work of Johnson Sign Co. may not be duplicated, used or disclosed without written consent.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2021

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

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

PRODUCER

Veracity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

CONTACT NAME: Soapguild Program Support
PHONE (A/C, No, Ext): (844)-520-6989 **FAX (A/C, No):** (801)-763-1374
E-MAIL ADDRESS: info@soapguildinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Alliance Insurance Company	26832
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

FarmSudz, LLC
104 S Main St. Suite 2
Chelsea MI 48118

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: [X] POLICY [ ] PRO-JECT [ ] LOC	[X]	[ ]	PL3403148-HSCG022253	11/20/2020	11/20/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ANIMAL BAILEE	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ] N / A **(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 holder has been added as additional insured regarding the above mentioned policy per attached Additional Insured – Vendors (CG 20 15 Ed. 04 13)

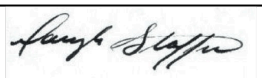
CERTIFICATE HOLDER

City of Jackson, Mchigan
161 W. Michigan Ave, Jackson, MI 49201
City Hall, 4th floor
Jackson, MI 48118

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Vendor)	Your Products
Any vendor of products covered by this policy but only for product defect claims where said vendor had no involvement in the creation of the alleged defect and there are not allegations of independent wrongdoing.	All products of Named Insured

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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in t he Schedule which are distributed or sold in the regular course of the vendor's business.
However:

1. the insurance afforded to such vendor only applies to the extent permitted by law; and

2. if coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

a. "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

c. any express warranty unauthorized by you;

c. any physical or chemical change in the product made intentionally by the vendor;

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d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in subparagraphs **d.** or **f.** ; or

(2) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor 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.

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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 13, 2021

SUBJECT: Special Event Application for the Jackson Area 19 Special Olympics' Heart of a Lion 5K

Recommendation:

Approve a request from the Jackson Area 19 Special Olympics to host their Heart of a Lion 5K on September 12, 2021 in Ella Sharp Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Jackson Area 19 Special Olympics' Heart of a Lion 5K.

I recommend approval of the special event application for the Jackson Area 19 Special Olympics' Heart of a Lion 5K. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 13, 2021

RECOMMENDATION: Approve a request from the Jackson Area 19 Special Olympics to host their Heart of a Lion 5K on September 12, 2021 in Ella Sharp Park.

SUMMARY: Family-friendly 5K charity fundraiser

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		$200.00
Public Works	X		$500.00
		TOTAL	***$700.00***

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Jackson Area 19 Special Olympics' Heart of a Lion 5K

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

Applicant Information

Sponsoring Organization Legal Name: Jackson Area 19 Special Olympics		
Address: 210 E McDevitt Jackson MI 49203		Phone: (517) 914-6367
Tax ID#: 38-1964643	Website: SOMI.ORG	
Contact Name: Amy Gingras	Phone: (517) 262-1445	Email: agingraso1@comcast.net
Contact Name: Mark Umlauff	Phone: (313) 220-1379	Email:
Contact Name During Event: Amy Gingras		Phone: (517) 262-1445

Event Information

Event Name:

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
9-12-2021	6 am	9 am	11 pm	12 pm

Has this event occurred before? ☒Yes, (if yes, how many previous years? 6) ☐No

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

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

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

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

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location: _____

☐ 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 7th Annual Heart of a Lion 5K to benefit the Jackson Area 19 Special Olympics. Special Olympics provides year round sports training for children + adults with cognitive + physical disabilities. All money raised from this event will remain in Jackson County.

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

Street Name: S. Oakwood Cross Streets Birchwood

Closure Start Date: 9-12-21 ~~8:30~~ Time: 8:30am Closure End Date: 9-12-21 Time: 11:00 am

Street Name: Birchwood Cross Streets Maplewood

Closure Start Date: 9-12-21 Time: 8:30 am Closure End Date: 9-12-21 Time: 11:00 am

Street Name: Maplewood Cross Streets S. Oakwood

Closure Start Date: 9-12-21 Time: 8:30 am Closure End Date: 9-12-21 Time: 11:00 am

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: 4-28-21

Office Use ONLY

Application Received:

Date: 4/28/21

Time: 3pm

By:

Application Fee Received: $50 #4312

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

Covid-19 Contingency Plan

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

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

Face Mask use at start + finish line area

Social Distancing.

Wave start to allow social distancing during the race.

Covid Waiver signed by participants

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

We will have an RN as well as EMS staff present on the day of the event.

Our Special Olympics RN will be notifying the appropriate parties in the event of a COVID exposure / infection

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

We will be strictly adhering to all current executive orders as well as federal/state/local guidelines.

Like Comment Share

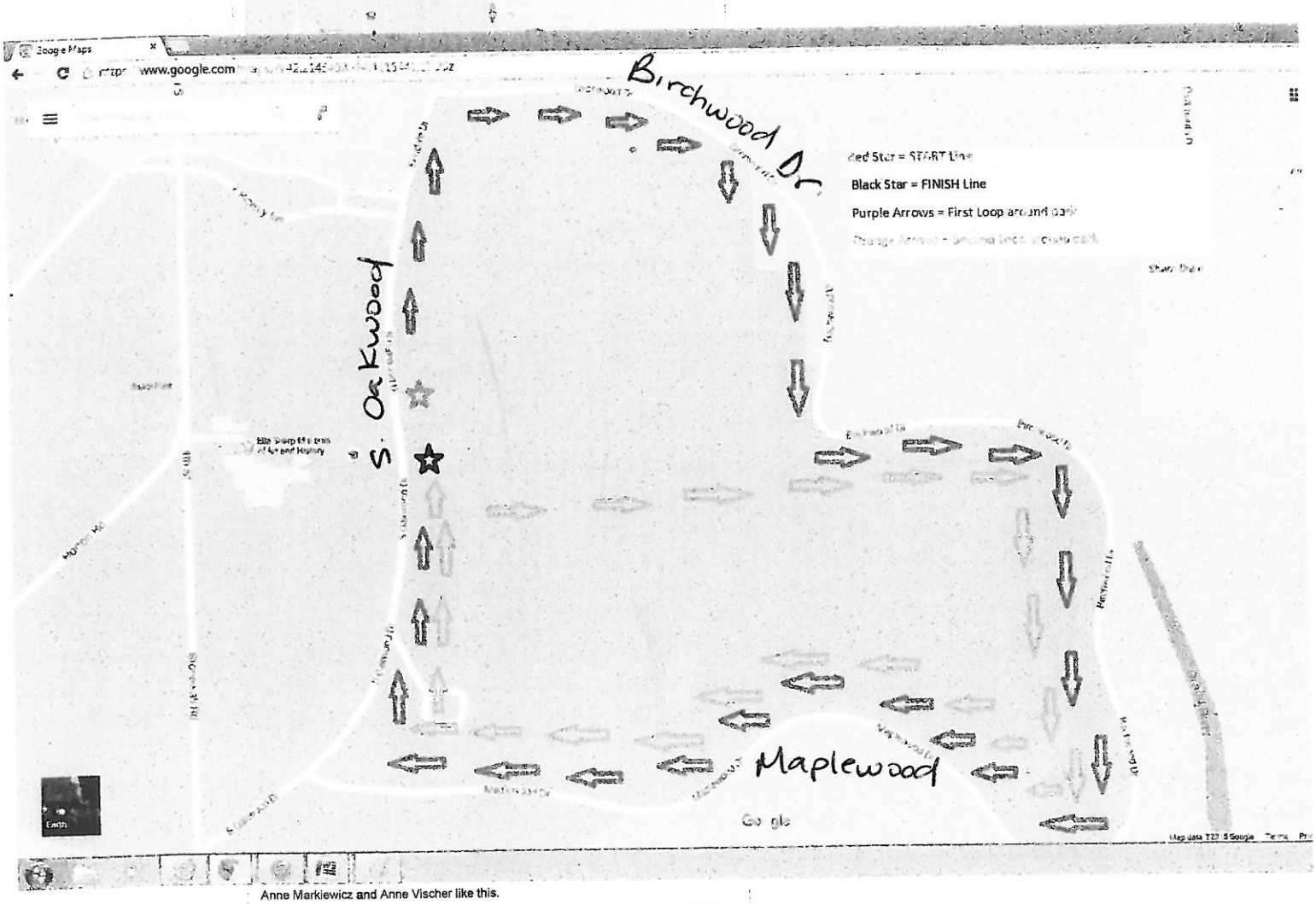
Cynthia Anderson, Christine Herrera Kerr, Tammie Vanderkarr Withrow and 8 others like this.

6 shares

Write a comment...

Amy Gingras
September 20 · Jackson, MI ·

Heart of a Lion 5K run/walk course map



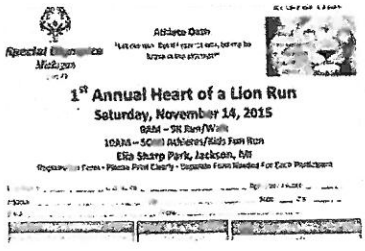
Anne Markiewicz and Anne Vischer like this.

4 shares

Write a comment...

Amy Gingras
September 20 · Jackson, MI ·

Online Registration at Runsignup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2021

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:	
American Specialty Insurance & Risk Services, Inc. dba American Specialty Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Special Olympics, Inc. 1133 19th Street NW Washington DC 20036	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1001858090 **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: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: OTHER	Y		PHPK2221927	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2221927	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							NON-OWNED/HIRED AUTO	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB751633	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) 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)

- Coverage applies to the following: SPECIAL OLYMPICS MICHIGAN AREA 19, CENTRAL MICHIGAN UNIVERSITY, MOUNT PLEASANT, MI 48859.

- Named Insured (cont'd): All Special Olympics Accredited U.S. Programs

CERTIFICATE HOLDER

Ella Sharp Park
City of Jackson

2800 4th Street

Jackson MI 49203

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

Drew Smith

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
American Specialty Insurance & Risk Services, Inc.		Special Olympics, Inc. 1133 19th Street NW Washington, DC 20036
POLICY NUMBER PHPK2221927		
CARRIER Philadelphia Indemnity Insurance Company	NAIC CODE 18058	EFFECTIVE DATE: 12/31/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001858090

- The Hired Auto Physical Damage limit contains a $1,000 collision deductible and a $100 other than collision deductible (for commercially rented vehicles only). Nonowned and Hired Auto (NOHA) liability is excess of any valid and collectible insurance.
- Coverage for property you rent or occupy, property loaned to you and property in the care, custody, or control of the Insured, $100,000 limit subject to a $2,500 deductible per loss, excluding watercraft, aircraft, and autos.
- The Certificateholder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form PI-AM-002-Additional Insured-Certificateholders, as respects to the SPECIAL OLYMPICS MICHIGAN AREA 19, HEART OF THE LION RUN on September 12, 2021.
- The general liability includes Form PI-GL-005 Additional Insured - Primary and Non-Contributory Insurance as required by written contract executed by the named insured prior to an occurrence resulting in a loss or claim.
- The general liability policy contains a Waiver of Subrogation provision as per Form CG 00 01.

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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 13, 2021

SUBJECT: Special Event Application for the Advancing Kingdom Tribe's Outdoor Worship Services

---

Recommendation:

Approve a request from the Advancing Kingdom Tribe to host their Outdoor Worship Services on August 7, August 28, and September 18 in Horace Blackman Park/True Community Credit Union Amphitheatre.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Advancing Kingdom Tribe's Outdoor Worship Services.

I recommend approval of the special event application for the Advancing Kingdom Tribe's Outdoor Worship Services. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 13, 2021

RECOMMENDATION: Approve a request from the Advancing Kingdom Tribe to host their Outdoor Worship Services on August 7, August 28, and September 18 in Horace Blackman Park/True Community Credit Union Amphitheatre.

SUMMARY: Family-friendly outdoor worship services

DEPARTMENTAL APPROVAL SUMMARY

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$0.00
		TOTAL	***$0.00***

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Advancing Kingdom Tribe Outdoor Worship Services

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

- [x] $50 Application Fee
- [x] $25 Late/Rush Fee
- [x] 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: Advancing Kingdom Tribe			
Address: 1512 W. Washington		Phone: (517) 812-8483	
Tax ID#:	Website:		
Contact Name: Patricia Budd	Phone: (517) 812-8483	Email: patriciabudd@sbcglobal.net	
Contact Name: Karen Hukill	Phone: (517) 474-4662	Email: khukill@hotmail.com	
Contact Name During Event:		Phone: ( )	

Event Information

Event Name:

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
~~8/26, 7/31, 8/28, 9/18/2021~~	10:00am	12:00pm	10:00pm	11:00pm

8/7, 8/28, 9/18

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? 50

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

☐Walk/Run ☐Festival ☐March/Parade ☑Other: Worship in the Park/DJ Music

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.

DJ Music - we have 4 different DJ's

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: Power for DJ Equipment
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	☐Requeszed 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: Patricia Budd

Date: 6/4/2021

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

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

Covid-19 Contingency Plan

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

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

If non-vaccinated people are still required to wear mask outside

Post that for the visitors to see

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

Bring a thermometer and require masks for sick attendees

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

We will adhere to what the Executive Orders require at the time

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/04/2021

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	Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	CONTACT NAME: Eric Jenks PHONE (A/C, No, Ext): (517) 783-2608 FAX (A/C, No): (517) 783-4674 E-MAIL ADDRESS: Eric@barkerweber.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Brotherhood Mutual	BHM
INSURED	Advancing Kingdom Tribe PO Box 1583 Jackson, MI 49204	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY	Y		21M5A379398	05/19/2021	05/19/2022	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☑ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

City of Jackson & Downtown Development Authority is listed as additional insured for worship services held by Advancing Kingdom Tribe in city parks over the summer

CERTIFICATE HOLDER

Fax #: (877) 509-5874

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

Joel S. Sandrik

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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: July 13, 2021

SUBJECT: U.S. Department of the Treasury American Rescue Plan Act - Coronavirus Local Fiscal Recovery Funds

---

Recommendation:

Accept the award from the U.S. Department of the Treasury American Rescue Plan Act - Coronavirus Local Fiscal Recovery Funds American Rescue Plan Act and approve the City Manager as authorized representative

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Assistant Finance Director

DATE: July 13, 2021

RECOMMENDATION: U.S. Department of the Treasury American Rescue Plan Act - Coronavirus Local Fiscal Recovery Funds

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SUMMARY

On March 11, 2021, the U.S. Department of the Treasury announced the Coronavirus Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA). As part of this Act, the City of Jackson received an award of $31,444,825 to be used to respond to acute pandemic-response needs, fill revenue shortfalls, and support those hardest-hit by the COVID-19 crisis.

BUDGETARY CONSIDERATIONS

The ARPA funds are required to be obligated by December 31, 2024 and fully expended by December 31, 2026.

DISCUSSION OF THE ISSUE

This much-needed relief may be utilized to address negative economic impacts caused by the public health emergency; replace lost public sector revenue for use to provide government services and investment; and investment in water, sewer, and broadband infrastructure.

POSITIONS

Recommend acceptance of the award and approve the City Manager as authorized representative.

CITY OF JACKSON
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MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 13, 2021

SUBJECT: **Traffic Control Order 2352**
Martin Luther King Jr. Dr. at Mitchell St.

Recommendation:

Approval of Traffic Control Order 2352 to install "No Parking Any Time" sign with proper arrow on Martin Luther King Jr. Dr. from 20 feet south of the Right of Way property line to the intersection on Martin Luther King Jr. Dr. at Mitchell St.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order on Martin Luther King Jr. Dr. at Mitchell St.

I recommend approval of Traffic Control Order 2352. 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 13, 2021

RECOMMENDATION: **Approval of Traffic Control Order 2352 to install "No Parking Any Time" sign with proper arrow on Martin Luther King Jr. Dr. from 20 feet south of the Right of Way property line to the intersection on Martin Luther King Jr. Dr. at Mitchell St.**

SUMMARY

A Traffic Control Order (TCO) is needed to reinforce No Parking on Martin Luther King Jr. Dr. within 20 feet of the Right of Way property line to the intersection on Martin Luther King Jr. Dr. at Mitchell St.

BUDGETARY CONSIDERATIONS

Item	Each	Total
1 – No Parking Any Time signs	$11.70	$11.70
1 – Sign posts	$25.34	$25.34
1 - hours labor/equipment	$122.34	$122.34
Total		**$159.38**

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

HISTORY, BACKGROUND and DISCUSSION

Per request from an inspector in NEO, investigate intersection of Martin Luther King Jr. Dr. at Mitchell St. for motorists parking too close to the intersection and causing traffic visibility issues.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

To install "No Parking Any Time" sign with left arrow on Martin Luther King Jr. Dr. from 20 feet south of the Right of Way property line to the intersection on Martin Luther King Jr. Dr. at Mitchell St.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2352 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order No. 2352

LOCATION: Martin Luther King Jr. Dr. at Mitchell St.
DATE: July 13, 2021
ASSIGNED TO: Engineering

TCO DESCRIPTION

Per request from an inspector in NEO, investigate intersection of Martin Luther King Jr. Dr. at Mitchell St. for motorists parking too close to the intersection and causing traffic visibility issues.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Engineering recommends reinforcement of No Parking on Martin Luther King Jr. Dr. from 20 feet south of the Right of Way property line to the intersection on Martin Luther King Jr. Dr. at Mitchell St.

APPROVED ☐ REJECTED ☐ **DATE: 7/13/2021** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE: 7/13/21

TO: Install "No Parking Any Time" sign with left arrow 20 feet south of the Right of Way property line to the intersection on Martin Luther King Jr. Dr. at Mitchell St.

BY JON H. DOWLING, P.E.

MATERIAL USED

Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other
1			1					

ASSIGNMENT COMPLETED

DATE: BY: Sign Shop

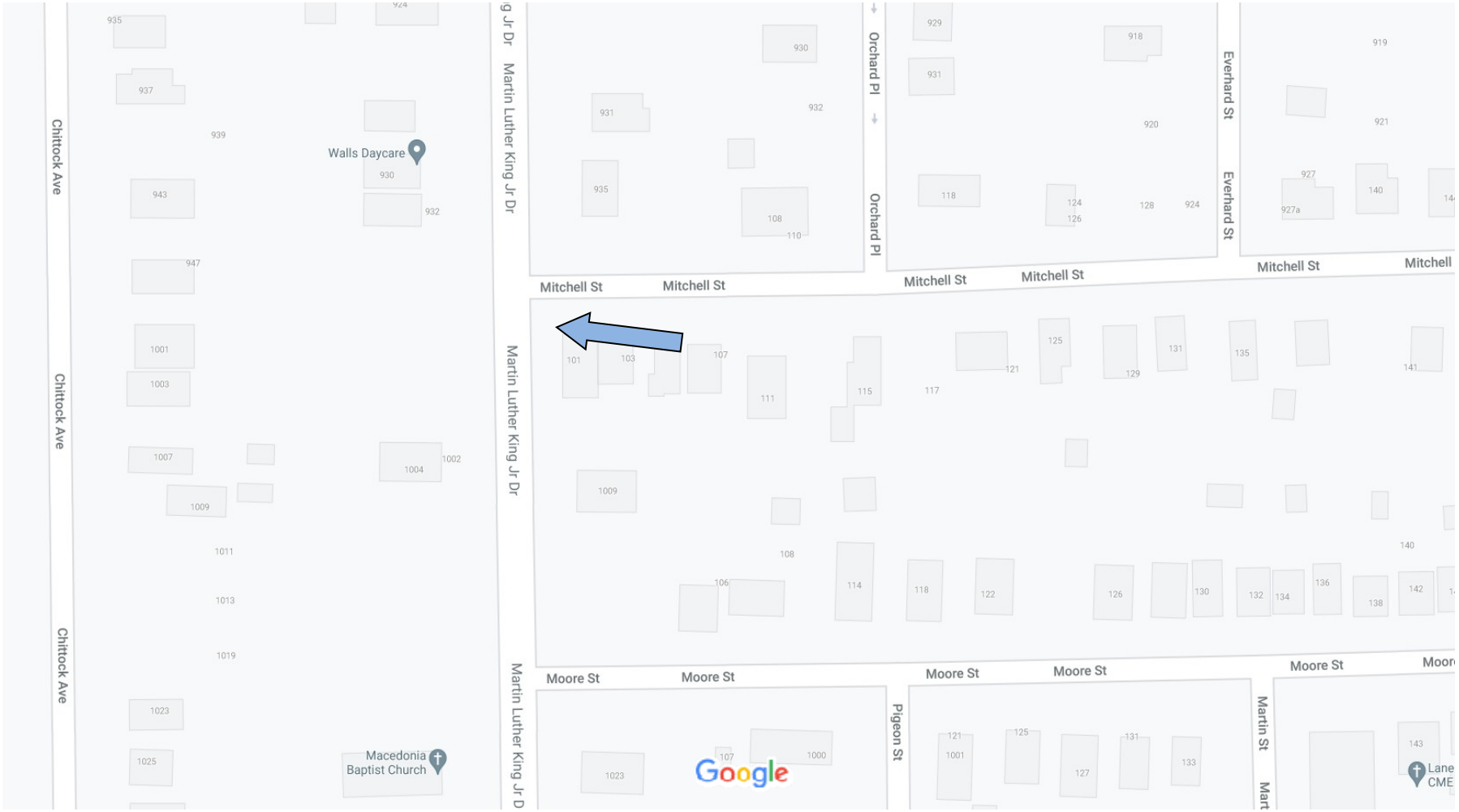
WORK INSPECTED

REMARKS:

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

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

Traffic Control Order 2352 – Martin Luther King Jr. Dr. at Mitchell St.



CITY OF JACKSON
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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 13, 2021

SUBJECT: Approve Revisions to the 2020 Housing Rehabilitation Policy and Procedure Manual and Authorize Staff to Make Minor Changes as Necessary

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Recommendation:

Approve revisions to the 2020 Housing Rehabilitation Policy and Procedure Manual and authorize staff to make minor changes as necessary.

Attached is a memorandum from Shane LaPorte, Director of the Department of Neighborhood & Economic Development, requesting City Council approve revisions to the 2020 Housing Rehabilitation Policy and Procedure Manual and authorize staff to make minor changes as necessary.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood & Economic Operations

DATE: July 13, 2021

RECOMMENDATION: Approve Revisions to the 2020 Housing Rehabilitation Policy and Procedure Manual and Authorize Staff to Make Minor Changes as Necessary

---

SUMMARY

Approve revisions to the 2020 Housing Rehabilitation Policy and Procedure Manual and authorize staff to make minor changes as necessary.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations with this request.

HISTORY, BACKGROUND and DISCUSSION

On August 11, 2020, City Council approved substantial revisions to the 2014 Housing Rehabilitation Policy and Procedure Manual. The 2020 Policy and Procedures took into account the cost prohibitive nature to fully rehabilitate aged homes in Jackson (correcting all code violations) severely limited the City's ability to assist low-income homeowners and created a new rehabilitation type called "Major Components." The intent of Major Components is to allow the repair of certain elements of a housing unit that have outlived or are nearing the end of their effective useful life before the element creates an emergency situation.

The eligible improvements of the Major Components program was severely limited due to the requirements imposed by HUD which trigger the Lead Safe Housing Rule (LSHR - 24 CFR Part 35, Subpart J). Basically, if a rehabilitation's total project costs exceed $5,000, it triggers LSHR and adds significant costs to a project as all lead hazards identified through a Risk Assessment must be corrected through interim controls (temporarily correcting) or abatement (completely removing and replacing).

DISCUSSION OF THE ISSUE

Many of the revisions are very minor in nature, such as including the word "non-lead" in various places. The principal change is the addition of Section IV on page 19 regarding the LSHR. While the rehabilitation manual refers to adhering to the LSHR, it was never properly defined and documented.

The level of lead hazard reduction the City must perform is directly correlated to the amount of federal assistance used in the total project costs as follows:

- **Total Project Costs of $5,000 or Less**
  When total project costs are up to and including $5,000, lead safe work practices must be used for all rehabilitation activities, and paint disturbed during the work must be repaired following the EPA's RRP. This is the most relaxed level of the LSHR as it only requires the repair of paint disturbed during the project, but is also very uncommon to have a rehabilitation's total project costs at or below $5,000.

- **Total Project Costs Over $5,000 up to $25,000**
  When total project costs are over $5,000 up to and including $25,000, interim controls must be performed on the hazards identified by a Risk Assessment and paint disturbed during the rehabilitation must be repaired.

  Once a project's total costs exceed $5,000, the City is required to have a Risk Assessment to identify all lead hazards inside and outside the house in addition to the planned rehabilitation work. Interim controls are required, which are temporary in nature as it only stabilizes deteriorated paint. The work must also pass a clearance examination to ensure all lead hazards have been remediated.

- **Total Project Costs Over $25,000**
  When total project costs exceed $25,000, surfaces painted with LBP that are disturbed during rehabilitation and all hazards identified by a Risk Assessment must be abated. Interim controls may be performed on exterior surfaces if those surfaces are not undergoing rehabilitation.

  This is by far the most restrictive and expensive of the LSHR requirements. Abatement is the permanent lead hazard control requirement as it necessitates the complete removal and replacement of ***all*** lead hazards identified in the Risk Assessment. Interim controls can only be used on the exterior if those surfaces aren't otherwise part of the rehabilitation project; windows and siding are considered an exterior activity.

As documented by the City's attempt to reduce lead hazards through HUD's Lead-Based Paint Hazard Control Grant, both interim controls and abatement measures add significant costs to a once affordable project. The original intent of modifying the Housing Rehabilitation Manual in 2020 was to limit the eligible improvements to serve more low-income homeowners as completing full rehabs had become too cost prohibitive. Instead of serving only one (1) or two (2) homeowners a year through a full rehab, the goal was to support additional homeowners with a few of the more expensive major components of their home.

POSITIONS

Requested action is for City Council to approve revisions to the 2020 Housing Rehabilitation Policy and Procedure Manual and authorize staff to make minor changes as necessary.

ATTACHMENTS

- Summary of Modifications
- Redline Copy of 2020 Housing Rehabilitation Policy and Procedure Manual

Summary of Modifications:
Page 3 – added definition for “Non-Lead Project Costs”

Page 7 – added #9 Lead-Based Paint Hazards

Page 9

- Modified purpose
- Max loan amt – added “non-lead”
- Added LBP as eligible improvement

Page 10

- Loan Terms – added “non-lead”
- Repayable Loan Determination – added “non-lead”

Page 12

- Max loan amt – added “non-lead”
- Added windows/siding under Major Systems
- Added #3 LBP as eligible improvement

Page 13

- Loan Terms – added “non-lead”
- Repayable Loan Determination – added “non-lead”

Pages 18 – 20

- Added entire new section on LSHR

Re-numbered headings thereafter

I. Introduction

A. Overview

This Policy and Procedure manual provides guidance to the City of Jackson's Neighborhood & Economic Operations Department (NEO) to administer financing for the rehabilitation of owner-occupied housing. Funding is provided by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) and is allocated to specific activities by the Jackson City Council. All housing rehabilitation assistance activities must meet guidelines and regulations established by the funding source as well as requirements contained within this manual. This manual replaces and supersedes all previous Rehabilitation Financing Handbooks and amendments and revisions thereto.

NEO grant administrators must certify that program recipients meet the standards set forth by HUD and the City of Jackson eligibility requirements. The following Policy and Procedure Manual has been prepared to provide direction in the allocation, management, and monitoring of program funds. The Jackson City Council may waive any local policy in this manual not statutorily required by the funding source whenever it is determined undue hardship adversely affects the achievement of the program's purpose.

This manual is not to be confused with the policies and procedures set forth for recipients of CDBG or HOME grants awarded by the City of Jackson for area organizations. Please refer to the policy guidance set forth as part of your grant agreement.

B. Definitions

Applicant – a property owner who has applied for program assistance. Used interchangeably with "homeowner."

Area Median Income (AMI) – the midpoint of the region's income distribution, calculated by a household's gross income. Income limits are published annually by HUD based on a metropolitan area and adjusted for family size. See https://www.huduser.gov/portal/datasets/il.html.

Borrower – a property owner who has received program assistance in the form of a loan.

Closing Costs - also called settlement costs, are defined as those costs, other than repair costs, required to process and complete a rehabilitation or mortgage loan. This includes, but may not be limited to, recording fees, title work, credit reports, appraisal, survey, etc.

Contract – a legal instrument by which the City of Jackson purchases services needed to carry out the project or program under a Federal award.

Clearance Examination – an examination and testing of the unit after lead remediation work has been completed to verify lead hazards have been properly remediated and the unit is safe for re-occupancy.

Code Violation - an existing condition which does not meet the requirements of the City of Jackson Code of Ordinances Building and Building Regulations (Chapter 5), Refuse (Chapter 12), Housing (Chapter 14), Nuisances (Chapter 17) and Zoning (Chapter 28).

Community Development Manager (CDM) – software used by City of Jackson to track rehabilitation projects, including financial management, and create work specifications.

Deferred Loan - a loan that is not required to be repaid until due or the Borrower sells or otherwise fails to uphold the conditions of the loan during the term of the loan.

Disability – any restriction or lack (resulting from an impairment) of ability to perform an activity in the manner or within the range considered normal for a human being.

Emergency Hazard – any condition that exists which imposes an immediate threat to the occupants' health and/or safety. Typical emergency hazards include, but are not limited to, roof leaks, non-working furnace during cold weather, leaking plumbing, etc.

Escrow Account – an account established by the City of Jackson with a financial institution for the receipt and disbursement of loan funds or owner funds on behalf of the borrower.

Family – all persons living in a household who are related by birth, marriage, or adoption.

Food Allowance – funds provided to families for meals during the temporary relocation period, based on the established schedule for the number and ages of persons in the family.

Forgivable Loan – a loan in which its entirety, or a portion of it, can be forgiven or deferred for a period of time by the lender when certain conditions are met.

Handicap – a disadvantage for a given individual that limits or prevents the fulfillment of a role that is normal.

Head of Household – a filing status for individual U.S. taxpayers who are either married or unmarried and pay more than half the costs of keeping up a home for the tax year.

Homeowner – a property owner who has applied for program assistance. Used interchangeably with "applicant."

Household – all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. Persons not counted as part of the household are foster children, foster adults, live-in aides, or children of live-in aides. A child subject to a shared custody agreement in which the child lives with the household at least 50% of the time can be counted in the household.

Household Income – annual income from each member of the household 18 years of age or older is considered. Income of persons not counted as part of the household (see "Household" definition) is not included when calculating annual income. Income limits are adjusted by household size.

Housing Rehabilitation Specialist – is the person employed by the City of Jackson responsible for all construction related activities, including, but not limited to, inspecting the property, creating work specifications and cost estimates, overseeing the contractor while work is in progress, and approving the final work product.

Immediate Family – mother, father, husband, wife, brother, sister, son, daughter.

Impairment – any loss or abnormality of psychological, physiological, or anatomical structure or function.

Incipient Code Violations - those conditions or defects with the property, not including major systems, as identified at the discretion of the Housing Rehabilitation Specialist, which, if not corrected, would reasonably be expected to deteriorate into actual code violations within approximately 18 months.

Income – the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period as defined in 24 CFR Part 5 as used for Section 8.

Lead-Based Paint Hazard - any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present on chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

Lead-Based Paint Cost - housing rehabilitation costs that are incurred solely because of lead based paint regulations identified at 24 CFR Part 35, Title 10.

Low Income – income equal to or less than 50% of the AMI as established annually by HUD.

Major Systems - include, but not limited to, structural support, roofing, cladding and weatherproofing, plumbing, electrical, and HVAC.

Minority Business Enterprise (MBE) – businesses which are at least 51% owned, operated, and controlled on a daily basis by one or more (in combination) non-white American citizens.

Moderate Income – income above 50% AMI but equal to or less than 80% of the AMI as established annually by HUD.

Non-Lead Project Costs – lead hazard reduction costs directly associated with the interim control or abatement requirements identified through a risk assessment. If the lead hazard reduction, such as window replacement, was included in the original intent of providing rehabilitation assistance, this cost ***cannot*** be deducted and must be counted toward the total project cost.

Owner-Occupant – a person who occupies the property as their principal place of residence and has at least a one-half (1/2) legal interest (not amount of equity) in one of the following types of ownership in the property to be improved:

- Individual fee ownership; or
- Individual fee ownership subject to a mortgage or other lien securing debt.

A contract for deed, installment contract and land sales contract are specifically excluded as such contracts fail to provide equitable title to homebuyers.

Permanent General Improvement – any alteration, repair, or improvement upon or in connection with an existing residential structure, which substantially protects or improves its basic livability or energy efficiency.

Principal Place of Residence – the property owner's home, as verified by voting registration, driver's license, 100% Principle Residence Exemption approved by the Jackson City Assessor, or other established and verifiable documentation.

Project Completion - all necessary program requirements and construction work has been completed, inspected and approved, and property standards have been met; final payments for the project has been made for the project and drawdown of funds have been disbursed; and project completion information (beneficiary data) entered into HUD's online database (IDIS).

Project Cost – the total cost of repairs and improvements incurred by the Borrower that are included in a loan, whether or not financed in whole or in part with funds from this program or from other sources.

Reasonable Credit Risk - no evidence of current or pending foreclosure proceedings and meets specified debt-to-income ratios.

Remediation – an activity that reduces the health hazards of lead-based paint deteriorates.

Residential Structure - (also referred to as residence) is the real property to be improved and which is used solely for residential purposes on a year-round basis. It must be located within the City of Jackson. This definition does not include mobile homes or trailers.

Responsible Bidder – a person or entity who has the capability in all respects to fully perform the contract requirements and who fits the criteria as defined in this policy manual.

Responsive Bidder – a person or entity who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Sealed Bids – procedures for purchases greater than $50,000 that will require advertising for and obtaining bids which remain sealed until publicly opened by the Purchasing Agent.

Site Improvement – the placement of permanent or semi-permanent improvements such as sidewalks, driveways, concrete steps, landscaping, storage sheds, detached garages, sprinkler systems, retaining walls, water and sewer hookup, and the like. The removal of foundations, concrete pads, wells, septic systems, trees, land balancing and removal of unwanted to unusable old site improvements.

Stable Monthly Income - borrower's verified gross income that is likely to continue based on foreseeable economic circumstances.

Temporary Housing – living accommodations provided for a family during the conduct of lead remediation activities at their home and until the residence passes safety clearance, and the family can reoccupy the home.

Temporary Relocation – for single family housing, the temporary move of a family and specific belongings out of a residence during the conduct of lead remediation activities and until the property has received a safety clearance.

Usual and Customary Fees (Third Party Fees) - these are the usual and customary fees paid to a third party service provider to process and close a loan which include, but may not be limited to, the following:

- Appraisal Fee
- Closing Agent Fee
- Courier Fee
- Credit Bureau
- Flood Certificate
- Recording Fee
- Tax Service Fee
- Title Insurance Policy
- Underwriting/Administration Fee

Women Business Enterprise (WBE) – businesses at least 51% directly owned and controlled by one or more women who are U.S. citizens.

C. Goals and Objectives

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. CDBG provides for the following, principally for persons of low and moderate income:

- Decent housing;
- A suitable living environment; and
- Expanded economic opportunities.

The HOME Program was created by the National Affordable Housing Act of 1990, and has been amended several times by subsequent legislation. The intent of the HOME Program is to:

- Provide decent, affordable housing to lower-income households;
- Expand the capacity of non-profit housing providers;
- Strengthen the ability of state and local governments to provide housing; and
- Leverage private sector participation.

The City of Jackson has identified housing rehabilitation as a high priority project in its 2020 – 2024 Five-Year Consolidated Plan.

D. Authorization to Proceed

1. Approval of this Rehabilitation Policy and Procedure Manual by the Jackson City Council authorizes NEO rehabilitation staff to process applications, bid projects, loan grant funds, and award contracts to the lowest responsible bidder within the parameters set forth for each program type.

2. Deviations from any policy or procedure must be approved by the Jackson City Council at its next regularly scheduled meeting.
3. The Jackson City Council may waive any local policy set forth in this Rehabilitation Policy and Procedure Manual for extenuating circumstances, but does not have authority to waive any statutory or regulatory federal requirement.

II. Rehabilitation Programs

Three programs are available:
- Homeowner Rehabilitation
- Emergency Hazard
- Major Components

A. Homeowner Rehabilitation Program

Purpose
Rehabilitation of existing residential structures to bring the property up to local codes and standards to meet the needs of its residents.

Funding Sources
Community Development Block Grant (CDBG)
HOME Investment Partnerships Program (HOME)

Eligible Properties
Property must be owner-occupied and located in the City of Jackson. An eligible property of no more than two (2) units may receive a Housing Rehabilitation loan, but only the unit which is the primary residence of the property owner is eligible for assistance. Properties may receive multiple forms of rehabilitation assistance as long as the total assistance does not exceed the maximum loan established by the program used. For instance, properties initially participating in the Homeowner Rehabilitation Program may apply for an Emergency Hazard or Major Component loan as long as the current payoff for the original loan plus the new loan does not exceed $75,000.

Income Eligibility
Applicant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

Maximum Loan Amount
$75,000 for eligible non-lead improvements less the amount of any previous grant or loan received for the same property. Settlement costs are not incorporated into the total loan amount but are paid through the Rehabilitation Administration budget.

Eligible Improvements
1. *Code Violations* – the rehabilitation, at a minimum, must include the correction of all code violations as may be cited by under the Housing Code, Chapter 14, City of Jackson Code of Ordinances.
2. *Major Systems* – upon completion of the rehabilitation, all major systems must have an estimated useful life of a minimum of five (5) years.
3. *Incipient Code Violations* – the loan may include the costs of correcting conditions in the structure that, although not in violation at the time of inspection by City staff, may continue to deteriorate in the near future, generally estimated at 18 months, not including major systems. The maximum amount that

may be included in the loan for correction of incipient code violations may not exceed 100% of the cost to correct actual code violations.

4. *Code Alternates* – the loan may include costs of alternate repairs that would exceed the minimum cost to repair code violations. For example, the cost of installation of vinyl siding may be included as an alternate to exterior painting of the structure.
5. *Accessibility* – the loan may include costs to provide handicapped accessibility, if needed, by a disabled household member.
6. *Energy Conservation Improvements* – the loan may include the cost of energy conservation and efficiency standards if financially feasible and does not require work on elements that would not ordinarily become exposed during rehabilitation.
7. *Historic Preservation Standards* – if designated as historically significant, all exterior rehabilitation must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included. All properties will be submitted to the State Historic Preservation Office (SHPO) for review. In addition, properties must undergo local historic review if they are located within the boundaries of the locally designated historic district.
8. *Uniform Physical Condition Standards* – rehabilitation must include the costs of repairs needed to meet HUD's list of Uniform Physical Condition Standards.
9. *Lead-Based Paint Hazards* – the cost of remediating identified lead-based paint hazards must be included in a loan. All costs associated with eliminating lead-based paint hazards identified in ~~the~~ a risk assessment that were not part of the original intent of the rehabilitation loan ~~, and the cost of lead reports, evaluations and studies~~ will be included in ~~the~~ a separate loan to the borrower ~~'s loan~~ and forgiven at a rate of 20% per year. *See ~~special information regarding lead-based paint at the end of this section~~ Section IV. Lead Safe Housing Rule for more information.*
10. *Combination with Other Funding Sources* – if the project exceeds the maximum allowed loan amount, applicant may need to apply for additional funds from other sources to make required or optional repairs.

The after-rehab value of the property may not exceed 95 percent of the area median purchase price as published annually by HUD. The area median purchase price limits can be found at https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/

Loan Terms

The homeowner will be required to execute a mortgage and mortgage note to the City of Jackson for the full amount of the non-lead rehabilitation project costs. No interest is charged on the loan. The loan will include a repayable component and a deferred component.

The repayable amount is based on the applicant's AMI and calculated utilizing the applicable percentage from the table below and the total non-lead project costs. This loan is repayable monthly for a maximum term of ten (10) years.

Repayable Loan Determination

Area Median Income	Loan Amount
0% to 30%	5% of the total non-lead project costs with a minimum payment of $15 per month
over 30% to 50%	10% of the total non-lead project costs with a minimum payment of $25 per month

Area Median Income	Loan Amount
over 50% to 80%	15% of the total non-lead project costs with a minimum payment of $50 per month

The remaining balance of the total non-lead project costs (total non-lead project costs less the total expected payments to be received) will be forgiven at a rate of 1/10th annually provided the applicant remains current on their monthly payments and continues to meet all other provisions of the program.

Example of a Repayable and Deferred Loan Calculation:

Area Median Income = 45% (10% of the total non-lead project costs repayable)
Total Non-Lead Project Costs = $47,000

Repayable Amount:
$47,000 x 10% = $4,700 total repayable / 120 months = $39.17 per month for 10 years

Deferred Amount:
$47,000 - $4,700 total repayable = $42,300 / 10 years = $4,230 forgiven annually for 10 years

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;
- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

B. Emergency Hazard Program

Purpose

To repair certain elements of a housing unit in an emergency situation, such as repairs to a roof that is leaking, but the whole house is not rehabilitated. The emergency hazard program does not necessarily cover true emergencies as a result of natural disasters or fires, but more as a result of deferred maintenance.

Funding Sources

Community Development Block Grant (CDBG)

Eligible Properties

Property must be owner-occupied and located in the City of Jackson. An eligible property of no more than two (2) units may receive an Emergency Hazard loan, but only the unit which is the primary residence of the property owner is eligible for assistance. Properties may receive multiple forms of rehabilitation assistance as long as the total assistance does not exceed the maximum loan established by the program used. For instance, properties initially participating in the Emergency Hazard Program may apply for a Major Component loan as long as the current payoff for the original loan plus the new loan does not exceed $25,000.

Income Eligibility

Applicant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

Maximum Loan Amount

$25,000 for eligible non-lead emergency hazard improvements. Settlement costs are not incorporated into the total loan amount but are paid through the Rehabilitation Administration budget.

Eligible Improvements

1. *Hazardous Conditions* – eligible hazardous conditions are furnaces, boilers, electrical, plumbing, roof, and other building systems when cited by the Inspector. Hazardous conditions may include, but are not limited to, the following:
    a. No cooling during the summer months;
    b. No heating during the winter months;
    c. No hot water;
    d. Severe water leak;
    e. Gas leak;
    f. Deteriorated or collapsed drainage systems;
    g. Major electrical problems;
    h. Any other immediate threat to the life, health, or safety of the occupants.
2. *Lead-Based Paint Hazards* – the cost of remediating identified lead-based paint hazards must be included in a loan. All costs associated with eliminating lead-based paint hazards identified in a risk assessment that were not part of the original intent of the rehabilitation loan will be included in a separate loan to the borrower and forgiven at a rate of 20% per year. *See Section IV. Lead Safe Housing Rule for more information.*

3. *Historic Preservation Standards* – all repairs of hazardous conditions must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included in the loan.
4. *Combination with Other Funding Sources* – if the project exceeds the maximum allowed loan amount, applicant may need to apply for additional funds from other sources to make required or optional repairs.

Loan Terms

The homeowner will be required to execute a mortgage and mortgage note to the City of Jackson for the full amount of the non-lead emergency hazard project costs. No interest will be charged on the loan. The loan will include a repayable component and a deferred component.

The repayable amount will be based on the applicant's AMI and calculated utilizing the applicable percentage from the table below and the total non-lead emergency hazard project costs. This loan is repayable monthly for a maximum term of five (5) years.

Repayable Loan Determination

Area Median Income	Loan Amount
0% to 30%	5% of the total non-lead project costs with a minimum payment of $15 per month
over 30% to 50%	10% of the total non-lead project costs with a minimum payment of $25 per month
over 50% to 80%	15% of the total non-lead project costs with a minimum payment of $50 per month

The remaining balance of the total non-lead project costs (total non-lead costs less the total expected payments to be received) will be forgiven at a rate of 1/5th annually provided the applicant remains current on their monthly payments and continues to meet all other provisions of the program.

Example of a Repayable and Deferred Loan Calculation:

Area Median Income = 70% (15% of the total non-lead project costs repayable)
Total Non-Lead Project Costs = $8,500

Repayable Amount:
$8,500 x 15% = $1,275 total repayable / 60 months = $50 per month for 26 months (minimum monthly payment required)

Deferred Amount:
$8,500 - $1,275 total repayable = $7,225 / 5 years = $1,445 forgiven annually for 5 years

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;
- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

C. Major Components Loan Program

Purpose

To repair certain elements of a housing unit that have outlived or are nearing the end of their effective useful life before the element creates an emergency situation, but the whole house is not rehabilitated. Additional consideration is allowed to increase the energy efficiency of a home in an effort to reduce the homeowner's utility costs.

Funding Sources

Community Development Block Grant (CDBG)

Eligible Properties

Property must be owner-occupied and located in the City of Jackson. An eligible property of no more than two (2) units may receive a Major Components loan, but only the unit which is the primary residence of the property owner is eligible for assistance. Properties may receive multiple forms of rehabilitation assistance as long as the total assistance does not exceed the maximum loan established by the program used. For instance, properties initially participating in the Major Components Program may apply for an Emergency Hazard loan as long as the current payoff for the original loan plus the new loan does not exceed $25,000.

Income Eligibility

Applicant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

Maximum Loan Amount

$25,000 for eligible non-lead major component improvements. Settlement costs are not incorporated into the total loan amount but are paid through the Rehabilitation Administration budget.

Eligible Improvements

1. *Major Systems* – includes, but is not necessarily limited to, structural, roof/gutter system, windows, siding, electrical, HVAC, and plumbing.
2. *Energy Efficiency* – includes, but is not necessarily limited to, addition or upgrade to insulation in homes (if allowed by code), and HVAC.
3. *Lead-Based Paint Hazards* – the cost of remediating identified lead-based paint hazards must be included in a loan. All costs associated with eliminating lead-based paint hazards identified in a risk assessment that were not part of the original intent of the rehabilitation loan will be included in a separate loan to the borrower and forgiven at a rate of 20% per year. *See Section IV. Lead Safe Housing Rule for more information.*
4. *Accessibility* – costs to remove material and architectural barriers that restrict the ingress/egress of elderly and severely disabled persons to the home.
5. *Historic Preservation Standards* - if designated as historically significant, all exterior rehabilitation must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included. All properties will be submitted to the State Historic Preservation

Office (SHPO) for review. In addition, properties must undergo local historic review if they are located within the boundaries of the locally designated historic district.

Loan Terms

The homeowner will be required to execute a mortgage and mortgage note to the City of Jackson for the full amount of the non-lead emergency hazard project costs. No interest will be charged on the loan. The loan will include a repayable component and a deferred component.

The repayable amount will be based on the applicant's AMI and calculated utilizing the applicable percentage from the table below and the total non-lead emergency hazard project costs. This loan is repayable monthly for a maximum term of five (5) years.

Repayable Loan Determination

Area Median Income	Loan Amount
0% to 30%	5% of the total non-lead project costs with a minimum payment of $15 per month
over 30% to 50%	10% of the total non-lead project costs with a minimum payment of $25 per month
over 50% to 80%	15% of the total non-lead project costs with a minimum payment of $50 per month

The remaining balance of the total non-lead project costs (total non-lead costs less the total expected payments to be received) will be forgiven at a rate of 1/5th annually provided the applicant remains current on their monthly payments and continues to meet all other provisions of the program.

Example of a Repayable and Deferred Loan Calculation:

Area Median Income = 70% (15% of the total non-lead project costs repayable)
Total Non-Lead Project Costs = $8,500

Repayable Amount:
$18,250 x 5% = $913 total repayable / 60 months = $15.22 per month for 60 months

Deferred Amount:
$18,250 - $913 total repayable = $17,337 / 5 years = $3,467.40 forgiven annually for 5 years

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;

- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

III. Eligibility and Intake

A. Basic Eligibility

The following basic requirements must be met for any project to be considered:

1. The property must be located within the City of Jackson's jurisdictional boundaries.
2. The property may not have more than two (2) units; only the unit occupied by the property owner is eligible for assistance unless otherwise noted.
3. Combined household income may not exceed 80% AMI, adjusted for household size.
4. The property must be the primary residence of the property owner.
5. The property must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. A contract for deed, installment contract and land sales contract are specifically excluded as such contracts fail to provide equitable title to homebuyers.
6. Every individual listed on the title will be required to sign the mortgage and mortgage note.
7. Must be current on all property taxes, special assessments, water utility billings, AHB judgments, and other costs as may be charged by the City of Jackson
8. Must be sufficiently insured and current on payments.
9. Must be current on mortgage payments or loans involving the property, if any. All existing mortgage(s) or loan(s) on the property must be in the name(s) of one or more owners of the property.
10. Must not be in foreclosure or bankruptcy.
11. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Any housing code violations that would not be rectified at the completion of the rehabilitation work must be corrected before the project is undertaken.
12. Pursuant to the Welfare Reform Act of 1966 and Section 401 of Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), non-citizens who are not qualified aliens as defined in Section 431, is not eligible for any Federal public benefit.
13. If the applicant appears to qualify based on a preliminary review of the information provided, the project will be placed on the waiting list for the appropriate rehabilitation program until ready to proceed.

Timely Completion of Application

Once an application begins the intake process, it is incumbent upon the homeowner to provide requested documentation in a timely fashion.

1. Applicants taking more than 30 days to complete their application, which includes provision of all documentation requested, shall be deemed "non-responsive" and lose priority position.
2. Applicants taking more than 45 days to complete their application, which includes provision of all documentation requested, shall be denied and the applicant must re-apply.

Waiting List

NEO rehabilitation staff will create and maintain a waiting list by rehabilitation program type. Applicants will generally be selected from the waiting list in chronological order based on the date and time their application was received (first-come, first-serve basis as funds allow). However, applicants to the emergency hazard program will receive priority consideration and will be assigned to the Housing Rehabilitation Specialist before any other project type. Priority will also be given to those on the waiting list who have not previously received assistance.

B. Intake

NEO staff shall assist the applicant in the preparation of the rehabilitation application as necessary. Every space provided for entry of a response shall be completed. If no response is available or does not apply to the applicant, the entry should be "none" or "n/a." Program staff will perform the following tasks as projects on the waiting list advance toward first position:

1. Conduct an interview with the applicant and obtain documentation for a full eligibility determination which includes, but may not be limited to, the following:
    a. Mortgage for each holder of lien(s) secured by the property;
    b. Employment, such as paystubs;
    c. Earnings, such as most recent tax return;
    d. Deposits, such as bank statements.
2. Obtain third-party verification from employer, banking establishments, and others as may be appropriate.
3. Obtain a credit report and review thoroughly to ensure all assets and liabilities were disclosed.
4. Perform asset test and determine debt-to-income ratio.
5. Request title search from American Title Company.
6. Household income level must be documented using HUD's Income Eligibility Calculator found at https://www.hudexchange.info/incomecalculator/. Results must be kept on file electronically with a printed copy placed in the applicant's file.
7. Create project in CDM and assign loan number.

Income Guidelines

Verification and certification of income and assets is required to determine program eligibility for all CDBG or HOME funded rehabilitation projects. Income includes all wages and salaries, interest and dividends, alimony, and child support for all adults living in the house. It excludes food stamps, medical reimbursement, and foster childcare assistance.

The calculation used to determine annual household income shall be consistent with HUD regulations at 24 CFR Part 5 (Part 5 income, formerly referred to as Section 8 income) and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents 18 years of age and older, unless they are a full-time student, will be included in the total annual household income determination.

Asset Test

If an applicant's current assets total in excess of $25,000, that applicant is determined to have substantial resources and does not qualify for rehabilitation assistance.

- Assets include funds in checking and savings accounts, interest or dividends earned from Certificates of Deposit, stocks, bonds or mutual funds. Assets also include the value of real estate (other than primary residence).
- Assets do **not** include pre-tax payroll deductions, deferred compensation accounts, 401Ks, health or dependent care allowances, two vehicles, the subject property and furnishings and fixtures.
- If assets are $5,000 or above, income on all assets (actual or imputed per worksheet) must be included to determine income eligibility. However, earnings from retirement accounts do **not** need be included unless the funds are being removed from the account.

Debt-to-Income Ratio

The maximum debt-to-income ratio (DTI) for Housing Rehabilitation Programs is 40% front-end and 45% back-end expressed as a ratio of 40/45 percent. The DTI is the percentage of a consumer's monthly gross income that goes toward paying debts. The DTI often covers more than just debts. The ratios can include certain taxes, fees and insurance premiums as well. There are two main types of DTIs:

1. *Front-End Ratio* – indicates the percentage of income that goes toward housing costs, which for homeowners is PITI (principal, interest, taxes and insurance). The maximum front-end ratio for the housing rehabilitation programs is 40 percent.
2. *Back-End Ratio* – indicates the percentage of income that goes toward paying all recurring debt payments, including, but not limited to: PITI; credit card payments; car loan payments; student loan payments; child support payments; alimony payments; and legal judgments. The maximum back-end ratio for the housing rehabilitation programs is 45 percent.

Example of a Debt-to-Income Ratio Calculation:

Yearly Gross Income = $45,000 / Divided by 12 months = $3,750 per month income.

- $3,750 x 40% = $1,500 allowed for housing expenses (front-end)
- $3,750 x 45% = $1,687 allowed for housing expenses plus recurring debt (back-end)

IV. Lead Safe Housing Rule

A. Application of Lead Safe Housing Rule

HUD requires any rehabilitation activity that will disturb lead-based paint (LBP) adhere to 24 CFR Part 35, Subpart J, known as the Lead Safe Housing Rule (LSHR). The Environmental Protection Agency's (EPA) also imposes regulation on LBP at 40 CFR Part 745 through its Renovation, Repair, and Painting (RRP) rules under Subparts E and Q.

B. Exemptions

While the LSHR applies to all rehabilitation projects which will disturb LBP, it does provide exceptions under the following circumstances:

1. If the property was constructed after January 1, 1978.
2. Zero-bedroom and single room occupancy units.
3. Housing designated for the elderly or persons with disabilities unless if a child under six (6) years old resides or is expected to reside there.
4. Properties found to be lead free by a LBP inspection or where all LBP has been identified, removed, and clearance achieved.
5. Emergency action necessary to protect life, health, and safety or further damage to the structure (e.g., after a natural disaster or fire). However, the LSHR does apply for work needed to restore and/or rehabilitate such damaged property.

The following exemptions from lead safe work practices and clearance also apply within the stated limitations:

1. The planned work will not disturb painted surfaces.
2. When minor maintenance or activities disturb painted surfaces which are below the following *de minimis* levels:
    a. Two (2) square feet per interior space (cumulative).
    b. Ten (10%) percent of small component type.
    c. Twenty (20) square feet for exterior work.

C. Level of Lead Hazard Reduction

The level of lead hazard reduction is determined by the amount of federal assistance in the total project costs as follows:

1. **Total Project Costs of $5,000 or Less**

    When total project costs are up to and including $5,000, lead safe work practices must be used for all rehabilitation activities, and paint disturbed during the work must be repaired following the EPA's RRP. The following steps must be taken:

    a. Test surfaces to be disturbed.
    b. If LBP is present, provide notice of lead hazard evaluation to residents within 15 days.
    c. Finalize the work write up and bid the work to qualified contractors. For surfaces with LBP, workers should be trained in lead-safe work practices or be supervised by a certified abatement supervisor. For surfaces with no LBP, no special training or supervision is required.
    d. Complete the work using lead-safe work practices and repair painted surfaces that will be disturbed during work.

e. Perform a clearance examination, which must be completed by a licensed lead paint inspector, risk assessor, or lead sampling technician. If the clearance examination does not pass, the contractor must re-clean in preparation for another clearance examination.

f. Once the work passes a clearance examination, notice of the lead hazard reduction work performed must be provided to residents within 15 days.

2. **Total Project Costs Over $5,000 up to $25,000**

When total project costs are over $5,000 up to and including $25,000, interim controls must be performed on the hazards identified by a Risk Assessment and paint disturbed during the rehabilitation must be repaired . The following steps must be taken:

a. Order a combined Lead Paint Inspection/Risk Assessment.

b. If LBP is present, provide notice of lead hazard evaluation to residents within 15 days.

c. Finalize the work write up and bid the work to qualified contractors. For surfaces with LBP, workers should be trained in lead-safe work practices or be supervised by a certified abatement supervisor. For surfaces with no LBP, no special training or supervision is required.

d. Perform interim (temporary) controls on all hazards identified in the Risk Assessment and stabilize all paint disturbed during rehabilitation.

e. Perform a clearance examination, which must be completed by a licensed lead paint inspector, risk assessor, or lead sampling technician. If the clearance examination does not pass, the contractor must re-clean in preparation for another clearance examination.

f. Once the work passes a clearance examination, notice of the lead hazard reduction work performed must be provided to residents within 15 days.

3. **Total Project Costs Over $25,000**

When total project costs exceed $25,000, surfaces painted with LBP that are disturbed during rehabilitation and all hazards identified by a Risk Assessment must be abated. Interim controls may be performed on exterior surfaces if those surfaces are not undergoing rehabilitation.

a. Order a combined Lead Paint Inspection/Risk Assessment.

b. If LBP is present, provide notice of lead hazard evaluation to residents within 15 days.

c. Finalize the work write up and bid the work to qualified contractors. For abatement work, certified and/or licensed abatement contractors are required. For other work, use appropriately qualified workers.

d. Perform abatement (permanent removal/replacement) on all hazards identified in the Risk Assessment. Interim (temporary) controls are acceptable on the exterior.

e. Perform a clearance examination, which must be completed by a licensed lead paint inspector or risk assessor. If the clearance examination does not pass, the contractor must re-clean in preparation for another clearance examination.

f. Once the work passes a clearance examination, notice of the lead hazard reduction work performed must be provided to residents within 15 days.

Note: If an abatement activity is conducted, a certified abatement contractor is required, no matter the level of total project costs.

D. Calculating Total Project Costs

Proper calculation of the total project costs is essential to determine the level of assistance and lead hazard treatment requirements. Certain costs, such as soft costs, are deducted from the total amount of federal assistance dollars contributed to project. To properly calculate the total project costs, determine the following:

1. What is the total amount of federal assistance contributed to the project?
2. Deduct from that total all soft costs attributable to the project. Soft costs include, but are not limited to the following: administrative costs, title work, credit report, recording fees, risk assessment, relocation costs, and similar non-construction costs.
3. Costs for lead hazard reduction may also be removed ***if*** the lead hazard reduction cost is directly associated with the interim control or abatement requirements identified through the risk assessment. If the lead hazard reduction, such as window replacement, was included in the original intent of providing rehabilitation assistance, this cost ***cannot*** be deducted and must be counted toward the total project cost.

The total project cost is established by the following calculation:

Subparagraph 1 – Subparagraph 2 – Subparagraph 3 (if applicable) = **Total Project Costs**

IV. Inspection and Pre-Construction

A. General

The Housing Rehabilitation Specialist is responsible for determining the rehabilitation work necessary to bring a property into conformance with applicable codes and lead-based paint hazard control requirements, if necessary, based upon the rehabilitation program the project falls under. In carrying out these responsibilities, the Housing Rehabilitation Specialist shall:

1. Inspect the property to identify all code violations for full rehabilitation projects, or determine if replacement, and not a lower form of maintenance, is necessitated in emergency hazard or major component activities.
2. Determine if additional work may be needed other than that requested on the application which may have been unknown to the homeowner.
3. Take pictures that document the condition and/or component age before rehabilitation.
4. Meet with owner to distribute and discuss the EPA pamphlet "The Lead Safe Certified Guide to Renovate Right" if planned work will disturb painted surfaces.
5. Order a combination Lead Paint Inspection/Risk Assessment if planned work will disturb painted surfaces.
6. Complete a preliminary work write-up and cost estimate of the rehabilitation needed. The preliminary work write-up shall include, but not be limited to, a separate cost estimate for required lead hazard control activities or energy conservation improvements, general improvements, insipient items, or owner requested general improvements.
7. Determine that items in the work write-up conform to purposes for which the project loan may be used.
8. Advise applicant concerning conditions under which the loan is made.
9. Final consultation with the applicant on preliminary work write-up and cost estimate to reach an agreement that the work to be done is within applicant's ability to repay.
10. Prepare a final work write-up and cost estimate as the basis for a NEO housing fund loan and for contracting the rehabilitation work.
11. Request construction bids through the City of Jackson Purchasing Department.
12. Assist in getting all necessary documents executed.
13. Upon completion, the rehabilitation work must, at a minimum:
    a. Meet state or local codes, ordinances and requirements;
    b. Be free of deficiencies selected by HUD from the list of Uniform Physical Condition Standards;
    c. Meet minimum useful life standards for major systems of at least five (5) years.

Property Condition

1. The Housing Rehabilitation Specialist and contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of work.
2. The property must be in a condition to reasonably expect it will remain structurally sound and fit for ten (10) years following rehabilitation with appropriate maintenance.

3. A structure will be deemed "non-feasible for rehabilitation" and denied participation in the program when any one of the following apply:

    a. It is deteriorated to the degree that repair/rehabilitation costs would equal or exceed new construction costs;
    b. It was built inferior and/or substandard;
    c. It has major structural or drainage problems;
    d. The cost of the required rehabilitation exceeds the property value;
    e. Any repair(s) needed cannot be completed within the financial constraints of the program,

B. Inspection Checklist

The City has developed an inspection checklist for use in inspecting each residential property. In essence, such a checklist is a listing of every item that is subject to the applicable codes that may be found in a property. The use of such a checklist facilitates the inspection and also helps provide a proper basis for the preparation of the work write-up, cost estimate, and the contract specifications.

1. *Checklist by Room:* For a residential property the items on the checklist are classified by room. For example, items applicable to a kitchen or bathroom are listed on sheets under those room classifications. Similarly, a separate sheet with an appropriate listing of items would be used for each habitable room.
2. *Checklist Information:* Alongside each item on the checklist, space is provided for indicating the nature and extent of the deficiency. Additional space is provided on the checklist, or on supplemental sheets, for notes dealing with the types of materials, extent of repairs or replacement, and other information that may be helpful in later preparing the work write-up and cost estimate.

C. Cost Estimate

The cost estimate is a statement prepared by the Housing Rehabilitation Specialist based on the property inspection checklist that itemizes the rehabilitation work to be done on the property and includes an estimate of the cost of each item. The cost estimate shall be reasonable and shall reflect actual costs prevailing in the locality for comparable work.

1. Since it is generally not practical to predetermine the funding sources to be utilized by the owner in the rehabilitation of the property, the Housing Rehabilitation Specialist shall proceed on the assumption that a variety of sources will be used. For this reason, it is important that the work write-up be sufficiently detailed. Separate estimates shall be prepared for lead-based paint associated activities.
2. In a case where the rehabilitation is limited in scope, the inspection checklist can be made sufficiently comprehensive to be used for development of specifications.
3. Each item of work and its estimated cost shall be identified in the cost estimate as being either necessary to meet the applicable codes, as lead hazard reduction expenses, or for other purposes that may be financed through various loan programs. This information is entered on the bid comparison sheet.
4. The amount of loan funds available for general improvements is subject to special limitations as provided by the funding source. The cost estimate shall identify those items and costs that may be included only on the basis of being to "generally improve the condition of the property."
5. If the total estimated cost of the work exceeds the amount of the available funding the applicant could receive, or exceeds the applicant's financial ability to do all the work, the Housing Rehabilitation

Specialist may eliminate or modify items in the cost estimate. Items of work necessary to meet the applicable codes or lead-based paint hazard requirements will not be eliminated.

6. A preliminary cost estimate should not contain details that have an effect on cost, such as color, style, or pattern. Decisions on these details can be made after the contract is awarded by providing in the contract documents, as appropriate, the term “to be selected by owner.” Cost estimates will be calculated on moderately priced items. If the owner wishes to exceed the contract amount, they must provide the difference. Exterior paint color must be approved by the City.
7. The final and cost estimate prepared by the Housing Rehabilitation Specialist shall identify each of the items of work to be financed by the loan and provide a total for all.

VI. Contractors

A. Prequalification Procedures

1. Must be properly licensed by the State of Michigan for the trade(s) in which contractor is qualified.
2. Must be actively registered with the City of Jackson Department of Neighborhood & Economic Operations.
3. NEO rehabilitation staff shall provide the Purchasing Coordinator a current list of actively registered contractors for the trade in which they are licensed. NEO rehabilitation staff will review the list from time to time and provide the Purchasing Coordinator updated information as necessitated.
4. In addition to other forms of advertisement detailed in Section VI(A)(1) below, the Purchasing Coordinator will specifically solicit the contractors from the list provided by NEO for the trade in which they are qualified.
5. The Purchasing Agent and/or NEO rehabilitation staff shall have the right to adjust the list of prequalified bidders as he or she becomes aware of substantial changes in the information and circumstances of a bidder, or if other reasonable cause exists such as unsatisfactory contract performance or failure to pay bills and/or claims. Should an applicant for pre-qualification disagree with the determination of NEO staff with regard to the same, the City Manager shall review the original information and/or such additional information within five (5) business days of the receipt of a written request, and confirm in writing either the original determination of the staff or revise same as appropriate.
6. A contractor need not be currently registered with the City of Jackson to submit a bid; however, proper registration is required before any contract is let.

B. Basic Requirements

To be eligible for participation in NEO rehabilitation projects, a contractor must:

1. Be actively licensed by the State of Michigan and registered with the City of Jackson.
2. Possess “tools of the trade” which include basic contracting tools and vehicle for transporting materials, tools, and accessing the property.
3. Be familiar and at ease with the use of communication tools, i.e., computer and have access to electronic mail (email) and telephone.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.
6. The contractor is responsible for obtaining all permits and/or submitting design review documents as required.
7. The contractor shall monitor day-to-day progress of their work to ensure high quality workmanship and timely completion. The Housing Rehabilitation Specialist will require notification for certain critical inspections such as discovery of dry rot or termite damage, completion of progress work and completion of final work. Failure to contact the Housing Rehabilitation Specialist for such an inspection may result in progress payment delays or non-payment.
8. For all work that involves lead hazard reduction, the contractor is responsible for cleaning the site to a level below the current thresholds established by the Environmental Protection Agency (EPA) for

floors, interior sills, exterior window wells, and floors. The Housing Rehabilitation Specialist will advise contractor which Lead Risk Assessor is selected for the project; the contractor is responsible for ordering the clearance examination. Lead clearance must be achieved before relocated occupants are allowed to return to their home. The contractor is responsible for all additional cleaning operations if the work fails to attain the mandated clearance thresholds as well as any additional cost assessed by the clearance technician for repeated visits, dust and/or laboratory fees. Final payment is withheld until the unit passes clearance testing.

9. The contractor will provide an eighteen (18) month warranty for work and materials completed under the contract.

Equal Opportunity

The General Contractor shall take the necessary steps to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The General Contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the General Contractor, must state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

The General Contractor shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Act of 1972. The contractor may be requested to furnish information and reports requested by the U.S. Department of housing and Urban Development (HUD) to ascertain compliance with such rules, regulations, or requests or with this non-discrimination clause.

Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the NEO Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.
4. No employee shall be related by blood to any Contractors or Contractor's family.

C. Licensing Requirements

To be eligible for participation in NEO rehabilitation programs, a contractor must hold the proper certifications and licensing from the State of Michigan for the scope of work being conducted. Subcontractors employed by the contractor shall hold the appropriate certifications and licensing required to perform the work as required by HUD, State of Michigan, or City of Jackson. Contractors and subcontractors must be actively registered with the City of Jackson.

D. Insurance

The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, the other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that it will protect the Contractor, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from the performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. The amounts and types of such insurance shall not be less than the following:

1. Minimum required limits of liability:
   a. For jobs with an estimated contract cost of less than $50,000
      i. Comprehensive Commercial General Liability, limits of at least:
         (1) Bodily Injury, each occurrence $300,000
         (2) Bodily Injury, each aggregate $500,000
         (3) Property Damage, each occurrence $100,000
         (4) Property Damage, aggregate.....$100,000
         (or in the alternative to 1, 2, 3, 4)
         (5) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $500,000
         and aggregate.....$500,000
      ii. Automobile Liability, limits of at least:
         (1) Bodily Injury, each person $300,000
         (2) Bodily Injury, each occurrence $500,000
         (3) Property Damage, each occurrence $100,000
         (or in the alternate to 1, 2, 3)
         (4) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $500,000
   b. For jobs with an estimated contract cost of $50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.
      i. Comprehensive Commercial General Liability of at least:
         (1) Bodily Injury, each occurrence $1,000,000
         (2) Bodily Injury, aggregate.....$1,000,000
         (3) Property Damage, each occurrence $500,000
         (4) Property Damage, aggregate..... $500,000
         (or in the alternative to 1, 2, 3, 4)
         (5) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $1,000,000

and aggregate $1,000,000

ii. Automotive Liability and Property Damage Insurance with limits of at least:

(1) Bodily Injury, each person $1,000,000
(2) Bodily Injury, each occurrence $1,000,000
(3) Property Damage, each occurrence $1,000,000
(or in the alternative to 1, 2, 3)
(4) Bodily Injury and Property Damage Combined Single Limit
each occurrence $1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its subcontractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. If Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form MDL337 or its equivalent); and

3. If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of $1,000,000 each occurrence and $1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.

4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.

5. The contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from its operations under this contract.

7. If the contract involves new construction, contractor shall purchase and maintain an Owner's and Contractor's Protective Liability insurance policy and property insurance upon the work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, contractor, subcontractors, and if applicable, engineer and engineer's consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

Further, the insurance shall:

a. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightening, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

b. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

c. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and

d. Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by the City prior to commencement of construction.

8. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in places of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.

9. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

10. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.

E. Change Orders and Payment Procedure

Change Orders Prohibited

After award of a contract, change orders are prohibited unless, during the course of performing work necessary to successfully complete a project, unknown conditions are uncovered. Contractor must immediately contact the Housing Rehabilitation Specialist who will inspect the condition and document with photographs. Work beyond that needed to ensure the safety of occupants is prohibited while a change order is being considered for approval.

Contractor must provide in writing to the Housing Rehabilitation Specialist the added cost to repair the previously unknown conditions. NEO rehabilitation staff must complete a change order request explaining the necessity of the change order and attach photographs of the conditions. Approval for the change order must be obtained from the property owner, Director of NEO, and City Manager before the additional costs can be added to the contract and work can re-commence.

Progress Payments
Complex or phased projects where work cannot reasonably be completed within 30 days may allow for progress payments in the contract. When the work has progressed in accordance with the payment schedule in the contract, the contractor may request a progress payment which shall not exceed 90 percent of the value of the work completed or 80 percent of the total contract amount, whichever is less. The contractor will contact the Housing Rehabilitation Specialist to request a progress inspection. The Housing Rehabilitation Specialist and the property owner must approve the request for payment and NEO financial staff will authorize the payment.

Contractor Payment
Prior to any payment authorization, the Housing Rehabilitation Specialist will collect lien waivers or paid receipts from the contractor and all subcontractors and/or suppliers furnishing materials for the items on the job of which payment is requested. The City does not provide “advance” money or authorize payment for items that are not completed or properly installed. Invoices are processed for payment every two weeks.

VII. Procurement and Contracts

A. Procurement

After NEO staff has determined the applicant and project are eligible for assistance and the Housing Rehabilitation Specialist has compiled work specifications, the project file will be referred to the City of Jackson Purchasing Department to initiate the request for sealed bids. NEO shall follow the City of Jackson approved purchasing guidelines for procurement of contracts for rehabilitation projects. The Purchasing Agent shall be responsible for the following:

1. The Purchasing Agent shall advertise for sealed bids to the greatest extent feasible. The method of advertising shall be reasonably designed to publicize the proposed contract or purchase for the utmost competition among bidders. By way of illustration, and not by limitation, "advertising" may include use of the City's website, newspapers, bulletin boards, trade journals, radio, or television. In addition to advertising publicly, the Purchasing Agent shall also issue an invitation to bid to Contractors pre-qualified and approved by the Housing Rehabilitation Specialist.
2. A Pre-Bid Meeting scheduled by the Housing Rehabilitation Specialist with the property owner will be held at the property prior to the bid submission deadline. The purpose of such a pre-bid meeting will be to discuss the specifications and answer bidder's questions. Contractors unable to attend the scheduled pre-bid meeting may **not** attempt to schedule a separate day and time directly with the property owner.
3. Any explanation desired by a prospective bidder regarding the meaning or interpretation of contract documents must be received by the Purchasing Agent prior to the deadline for submission of bids. Any explanation or interpretation concerning contract documents shall be in writing and furnished to all prospective bidders as an addendum. Receipt of such addenda shall be acknowledged on the bid documents. Oral explanations addressing non-substantive matters or procedural items relating to contract documents are allowed in order to assist a prospective bidder in submitting a bid.

   No oral explanation or instruction by any city employee, representative, or official shall be binding upon the City unless the City employee, agent, representative, or official confirms such oral explanation or instruction in writing. If the City determines it necessary, it may reschedule the time for bid opening to allow adequate time for addenda to reach all bidders.
4. All completed proposals must be submitted to the City of Jackson Purchasing Department prior to the established deadline. NOTE: Bids will not be accepted by NEO and any bid submitted to NEO will not be opened and will be rejected. The Purchasing Coordinator shall date and time stamp all sealed bid proposals upon receipt.
5. Sealed bid proposals will be opened in public at the place and time designated in the bid documents. Attendance at any bid opening will not be denied or limited. All bid files will be available for public inspection. Late bids will not be considered. Any bid received after the deadline will be date and time stamped and returned to the bidder unopened.
6. The Purchasing Coordinator will tabulate the bids and check for compliance with the specifications and all conditions in the instructions to bidders. A bid that does not meet the specifications may be considered non-responsive and may be rejected.
7. The Purchasing Coordinator will post a summary of bids received on the City of Jackson's website after the bid review has been completed.

8. Bid proposals will be reviewed by the Housing Rehabilitation Specialist for conformance to the scope of work. A recommendation for approval will be granted if:
    a. All work items are included;
    b. The proposal conforms to the work specifications;
    c. The work properly addresses the deficiencies; and,
    d. The cost is reasonable.

B. Rehabilitation Contracts

Introduction

Construction work financed through a rehabilitation loan shall be undertaken only through a written contract between the contractor and the recipient of the loan. The construction contract will consist of a single document signed by the contractor and borrower, following approval of the NEO loan. It shall contain a bid and proposal by the contractor and the general conditions, lead-based paint risk assessment report, if any, as well as the specifications for the work to be performed.

General Conditions and Provisions

NEO finance staff shall prepare all construction contracts for the rehabilitation of the property. The following minimum provisions must be included in the general conditions:

1. The bid and proposal shall be accepted by the property owner within 30 days from the bid opening, providing that the contract is subject to issuance of a Notice to Proceed, and no work shall be commenced by the contractor until he or she has received a written proceed order.
2. The contract shall state specific dates for the commencement and completion of the work.
3. The contractor will be paid the contract price, in one lump sum amount, after the work is satisfactorily completed and approved unless payment is to be made in progress payments as the work progresses. When progress payments are to be made, the contract must include a schedule that specifies the stages at which payment will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each stage. Progress payment shall not exceed 90% of the value of the work satisfactorily completed for those contractors who have been designated as merit contractors and 80% for all other contractors. Progress payments (limited to two) and final payment due the contractor will be paid within 20 days after NEO receives the contractor's invoice and satisfactory release of liens or claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials.

Contractor Provisions

1. Furnish evidence of required insurances pursuant as outlined in Section V(D) of this handbook.
2. Obtain and pay for all permits and licenses necessary for the performance and successful completion of the work.
3. Perform all work in conformance with applicable City Codes and requirements whether or not covered by the specifications and drawings for the work.
4. If temporary relocation is required, the vacated structure will be under the control of the contractor. The contractor shall remain responsible for all safety and security on a 24-hour basis until the remediation is complete and clearance testing is successfully obtained. While working in vacant structures is more efficient, occupant relocation carries a significant daily cost. The contractor is obligated to complete the lead hazard reduction within the specified time period. Failure to complete the work within the specified time period may result in a daily charge to the contractor.

5. Rehabilitation loans are to abide by Federal and City regulations pertaining to equal employment, if the sum to be charged for the work is more than $10,000, by incorporating the required language of Executive Order 11246 (Equal Employment Opportunity) as set forth in the Terms and Conditions which are a part of the loan application.
6. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor.
7. Not assign the contract without written consent of the owner. The request for assignment must be addressed to: City of Jackson, Neighborhood & Economic Operations, 161 West Michigan Avenue, 3rd Floor, Jackson, Michigan 49201.
8. Guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all work required by the contract. Furthermore, furnish the owner, in care of the Housing Rehabilitation Specialist, with all manufacturers' and suppliers' written guaranties and warranties covering materials and equipment furnished under the contract.
9. Permit the U.S. Government or its designee to examine and inspect the rehabilitation work.

Owner Provisions

1. Permit the contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.
2. Cooperate with the contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary, and to vacate areas of the structure, as necessary, to allow work to occur.

Additional Provisions

1. A provision indicating whether the premises will either be occupied or vacant during the course of the construction work.
2. A provision that final payment on the contract amount will be made only after final inspection and acceptance of all the work performed by the contractor, and the contractor has furnished the owner and Housing Rehabilitation Specialist satisfactory releases of liens or claims for liens by the contractor, subcontractors, laborers, and materials suppliers.
3. A provision that the contract consists of the bid and proposal, the general conditions and the specifications incorporated.
4. The parties agree that, should a dispute arise regarding the workmanship or sums due under this Contract, the parties will resolve the dispute in accordance with the following procedure:
    a. The party shall submit a written complaint to the City of Jackson Neighborhood and Economic Operations Department within five (5) calendar days after the work or issue that is the subject matter of the written complaint first arose.
    b. After receiving the complaint, the City's Chief Building Official or his/her designee shall investigate the complaint and provide the party with his/her written decision within five (5) business days.
    c. If the party is not satisfied with the decision of City's Chief Building Official, the party shall make an appeal to the City Manager by submitting a written appeal to the City Manager within five (5) business days from the date the decision of City's Chief Building Official was sent to the party.

d. The City Manager shall hear the party's appeal within five (5) business days after the written appeal is submitted, unless another time is set by the City Manager, and the City Manager shall decide the appeal under such expert or other advice as may be necessary.

e. Within ten (10) business days after hearing the appeal, the City Manager shall send the party his/her written decision.

Labor Performed by Owner in Rehabilitating the Property

Questions arise from time to time during the processing of a rehabilitation loan concerning the owner's performance of some or all of the labor required to complete the rehabilitation of the property. These paragraphs are intended to supply answers to those questions, as well as describe the circumstances under which this form or self-help is desirable and to be encouraged.

1. A property owner may complete some or all of the tasks required to rehabilitate the property if the owner has the degree of skill required to perform the work involved. Self-help is usually appropriate for the accomplishment of tasks of an unskilled nature such as general cleanup, demolition of small buildings on a property, removal, transportation, and disposal of the debris, and for work that involves minimal use of owner-supplied costly materials and equipment. Work of a skilled nature and work involving the extensive installation of costly materials and equipment may require a permit and oversight by the Building Inspection Division.

2. At times, self-help may also enable a property owner to obtain a rehabilitation loan by reducing costs to an amount within the program limits for a loan and simultaneously make repayment feasible.

3. When a portion of the rehabilitation work is to be done through self-help and the remainder is to be done by the contractor, the Housing Rehabilitation Specialist should ensure that the work being done by each of them does not interfere with or jeopardize the other's work. In cases where a separation in the timing of the work is not feasible, the Housing Rehabilitation Specialist should urge the owner and contractor to make their own arrangements on the timing so that each may do their own work without causing any interference in the work to be done by the other. In all instances, the owner will be better protected if work to be done through self-help is completed before the contractors start their work. Such completion will help avoid claims by the contractor for extras or damages the contractor may claim are caused by the self-help effort and will assure that when all work is finished the property will comply with Housing Code Standards and, where applicable, FHA Standards.

VIII. Loan Conditions

A. Numbering of Applications

NEO staff shall assign a number to each application for a rehabilitation loan in accordance with the requirements of this section. Staff shall enter the assigned number in the spaces provided on the applicable forms and documents related to the rehabilitation loan in the following format:

1. First two numbers will denote the year in which the application was received (i.e., in 2019 use "19) followed by a hyphen;
2. Following the year, each file will contain a two letter code identifying the type of project the loan will be given as follows:
    - RC = Full Rehab with CDBG funds
    - RH = Full Rehab with HOME funds
    - EH = Emergency Hazard (CDBG only)
    - MC = Major Components (CDBG only)
3. Following the year and loan type, three digits will denote the chronological order of the application in the year received. The first number in the sequence is 001 and graduated one number for each application received; restart the chronologic numbering at 001 with every year change.
4. The final placeholder in the file numbering system shall represent the Ward in which the property is located (1 through 6).

As an example, the file number "20-EH025-4" indicates it is the 25th application received in the year 2020. The file is also an emergency hazard and is located in Ward 4.

All application numbers will be recorded in the CDM project tracking system under the client's project in the "Application Number" field.

Reuse of Application Numbers Not Permitted

An application number, once assigned by the staff, shall not be reused or reassigned. If a previous case to which the staff had assigned an application number is not approved and is resubmitted at a later date, the Staff shall assign the resubmitted case a new application number with the sequence number applicable at that time.

B. Processing and Approval of Loan Applications

Processing an application by NEO staff consists of the completion of the functions listed below, assembly in one file with all supporting documents, and the review of the file to determine approval.

Preparation of Form

NEO staff shall assist the applicant in the preparation of the NEO rehabilitation application, as necessary. Every space provided for an entry on the application shall be completed. Amounts entered shall be rounded to the nearest dollar. If no amount is involved for an entry for a particular application, the entry shall be "none." Review and approval by the program staff of the application shall be based on the form completed in this manner. NEO staff will enter the application into CDM and assign an application number.

Approval of Application for Loan

The NEO rehabilitation staff shall meet regularly, with or without the NEO Director, to review and approve applications for assistance. Applications will be evaluated based on various criteria including, but not limited to:

1. *Applicant Eligibility*. The Financial Analyst will report on applicant's eligibility, including income level.
2. *Property Eligibility*. The Housing Rehabilitation Specialist will provide a funding recommendation based on results of inspection and pre-construction requirements.
3. *Priority*. The NEO rehabilitation staff will determine the order projects will be funded based on the severity and immediate impact to the health, safety, and welfare of the occupants.
4. Once a project has been approved for funding, NEO staff will notify the applicant in writing.
5. If a NEO loan is being supplemented by another loan, the rehabilitation loan is not considered approved until the loan from the outside lender has been approved. In this case, NEO staff shall not advise the applicant concerning approval of the NEO loan, nor proceed with any of the rehabilitation work, until the reservation of other loan funds are received.
6. If NEO staff determines a NEO application cannot be approved, a written statement of the reasons for the determination will be sent to the applicant and made part of the file. NEO staff will update the application status in CDM.
7. The original completed, approved NEO application will be retained with the supporting documentation in the application file.

C. Loan Conditions

The specific terms and conditions with respect to a rehabilitation loan are incorporated in the City of Jackson Neighborhood & Economic Operations Application for Housing Rehabilitation Assistance (NEO Housing Application). The applicant shall agree, and by signing the NEO Housing Application, does agree to:

1. *Civil Rights* - comply with all City requirements with respect to Title VI of the Civil Rights Act of 1964, as amended, to not discriminate upon the basis of race, color, religion, sex, handicap, familial status or national origin in sale, lease, rental, use or occupancy of the subject property.
2. *Equal Employment Opportunity* - abide by the provisions of Executive Order 11246 concerning equal employment opportunity if the sum to be charged for the remediation work is more than $10,000 with respect to a residential property.
3. *Cancellation of Loan* - return of loan proceeds with no right, interest or claim in the proceeds if the loan is cancelled before the rehabilitation work is started.
4. *Use of Proceeds* - shall be used to pay for closing costs, services, and materials necessary to carry out the rehabilitation work for which the loan will be approved.
5. *Completion of Work* - assure that the rehabilitation work shall be carried out promptly and efficiently through written contract let with the prior concurrence of the City.
6. *Ineligible Contractors* - not award any contract for remediation work to be paid for in whole or in part with the proceeds of the loan to any contractor who, at the time, is ineligible under the provisions of any applicable regulations issued by the Chief Building Official, City of Jackson, or specific program regulations, to receive an award of such contract. Contractor requirements are outlined in detail in the Contractor section of these guidelines.

7. *Inspection* - inspection by the City or its designee of the property, the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work.
8. *Records* - keep such records as may be required by the City with respect to the project work completed.
9. *Interest of Certain Federal Officials* - not permit any member of or Delegate to the Congress of the United States, and no Resident Commissioner, to share in any proceeds of the loan, or in any benefit arising from the same.
10. *Bonus, Commission, or Fee* - not pay any bonus, commission, or fee for the purpose of obtaining the City's approval of the loan application, or any other approval or concurrence required by the City or its designee, to complete the project work, financed in whole or in part with the project loan. Not pay any bonus, commission or fee for the purpose of obtaining the Government's approval of the subsidized loan application, or any other approval or concurrence required by the U.S. Government or its designee, to complete the rehabilitation work, financed in whole or in part with the subsidized rehabilitation loan.
11. *Interest of the City* - allow no member of the governing body of the City who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, and no other officer or employee of the City who exercises such functions or responsibilities, to have any interest, direct or indirect, in the proceeds of the loan, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of a rehabilitation loan.
12. *Interest of Other Local City Officials* - allow no member of the governing body of the City in which the property to be remediated is situated, and no other City official of the locality who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, and no other officer or employee of the City who exercises such functions or responsibilities to have any interest, direct or indirect, in the proceeds of the loan, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of a rehabilitation loan.

The specific terms and conditions with respect to a subsidized loan to a residential property are incorporated in the mortgage or other security instruments as applicable, and the promissory note.

1. *Cancellation Provision* - the City retains the right to cancel a loan subsidy if, within 30 days from the note's execution, the rehabilitation work has not commenced. The City may extend the 30-day period by not more than 30 days due to unforeseen and extenuating circumstances.
2. *Additional Extension* - NEO staff shall not grant any further extensions of time without prior written concurrence by the Director of Neighborhood & Economic Operations. If the loan is to be canceled because of failure to begin anticipated rehabilitation work within the allowed period of time, NEO staff shall initiate cancellation in accordance with the cancellation procedures outlined in this manual.
3. *Disapproval of Loan Application* - disapproval of any loan application constitutes a formal rejection and NEO staff shall advise the applicant accordingly and properly document the file. In the case of special or extenuating circumstances, NEO staff may re-examine an application along with the documentation necessary to support the request for reconsideration.
4. *Applicant Cancels Loan Application* - in the event the applicant chooses to cancel the loan application prior to loan closing, NEO staff shall document the request with a letter to the applicant.
5. *Default and Foreclosure* - if an owner defaults on a loan and a workout plan to modify the loan terms is not approved, the foreclosure process will be instituted by the City Attorney.

D. Funding of Individual Loans and Management of Escrow Accounts

Once a project is approved for funding, such commitments shall be contained in the financial records prepared by NEO financial staff. Financial staff is responsible to prepare, execute, and record with the Jackson County Register of Deeds all loan closing documents. NEO financial staff shall also receive and credit all loan payments, monitor payment history, and take such actions necessary to collect delinquent accounts.

NEO Program Loan Supplemented by Other Funds

If a NEO loan is being supplemented by funds provided by the applicant from a source other than through a recognized lending institution, those supplemental funds shall be deposited into the NEO escrow account at the time the NEO loan is approved. The deposit must be made before work may begin.

Loan Payments

The first loan payment is due on the first day of the month following the final inspection; the date the final inspection received full approval from the Housing Rehabilitation Specialist will be the determining factor. Subsequent loan payments are due on the first day of every month until the loan is paid in full. Failure to pay the full amount each month the NEO finance staff may send the borrower a written notice that borrower is in default. The notice will provide borrower thirty (30) days to bring payments current.

If borrower does not pay the full amount of the delinquent payment to the City within thirty (30) days, the NEO finance staff may send a second notice of default and the full remaining balance of the principle and all future advancements shall be paid within thirty (30) days.

Management of the NEO Escrow Account

The City shall maintain a single, non-interest bearing bank account as the depository for all supplemental funds provided by the applicant. This account shall be separate and distinct from all other accounts maintained by the City and shall be for the sole purpose of depositing rehabilitation escrow account funds.

1. NEO financial staff shall establish and maintain a separate account in the project records for each borrower who has received a NEO loan. All receipts and disbursements made on behalf of the borrower shall be recorded in the account and a statement provided to the borrower after final disposition.
2. Disbursements from the NEO escrow account shall be by check to the the payee for the following purposes, as may be appropriate:
    a. Pay settlement or closing costs of the loan.
    b. Make progress and final payments for rehabilitation work. Progress payments may be equal to 90% of the work satisfactorily completed up to a total of 80% of the contract.
    c. Reimburse the City for advanced loan expenses, such as a title search or credit report.
    d. Close out the NEO escrow account by appropriately disbursing any unused funds remaining in the NEO escrow account.
3. Disbursements by the City:
    a. The NEO Department, upon receipt of valid and approved invoices, shall request a check from the City Accountant for the payment of completed and approved work and services. The NEO Department shall secure the endorsement of the borrower and shall transmit the endorsed check to the payee except as otherwise provided for in paragraph 5.

b. A check to return to the borrower unutilized funds in the rehabilitation escrow account shall be made payable to the borrower and/or the borrower and the lender, as appropriate.

4. After securing the borrower's endorsement on the check(s), the NEO Department shall transmit the check(s) to the payee. Checks which include any amounts previously withheld from progress payments shall be accompanied by an explanation of the computation.
5. If unutilized funds remain in the NEO escrow account because the actual rehabilitation costs were less than anticipated or for other reasons, the unutilized funds shall be disbursed as follows:
    a. A check to be applied to the NEO loan amount shall be made payable jointly to the borrower and the Lender and transmitted with instructions the check shall be applied to the reduction of the principal balance.
    b. If funds were provided by the owner, a check to return supplementary funds to the owner shall be made payable only to the owner and transmitted with a letter of explanation.
    c. Unutilized loan funds not in escrow which have been committed will be de-obligated.

E. Loan Security

In order to create a valid lien on a rehabilitated property, the City must exercise extensive care in the execution of the Mortgage and Mortgage Note. Any inaccuracy or omission may have a negative effect on the validity of the lien.

1. Property description in the Mortgage and Mortgage Note shall accurately reflect the legal description provided by the title company on improved property and exclude any other property owned by the applicants. Legal descriptions must match that provided in the title work; legal descriptions defined by the City for taxing purposes may not be used.
2. Notarized signatures shall include, as applicable, all joint tenants, and both spouses.
3. Principal sum on Mortgage Note shall accurately reflect the amount of the loan.
4. Evidence of recordation of the Mortgage shall be maintained in the property file in the NEO Department.
5. If the project requires change order(s) equaling $3,000 or less, the cost of the change order(s) shall be a grant to the property owner and not affect the original Mortgage and Mortgage Note.
6. If the project requires change order(s) in excess of $3,000 to successfully complete the rehabilitation, a new Mortgage and Mortgage Note must be prepared.
    a. After successful completion of the project, the new Mortgage and Mortgage Note must reflect the original loan amount, less any payments received, plus the total amount of the change order(s).
    b. The term of the loan will re-start and the owner's monthly payments updated to ensure the repayable portion of the loan is paid in full within the maximum period allowed by each program type.
    c. Notarized signatures must be obtained for all persons who signed the original Mortgage and Mortgage Note.
    d. A discharge of the original Mortgage must be prepared and recorded with the Jackson County Register of Deeds after signatures are obtained on the revised Mortgage and Mortgage Note.
    e. The revised Mortgage must be recorded with the Jackson County Register of deeds after the discharge has been recorded. Recording can be consecutive as long as the discharge is recorded first and the revised Mortgage recorded second.

F. Discharge of Mortgage

Upon completion of the loan term or upon an approved sale or transfer of the property, NEO staff will execute paperwork to discharge the recorded mortgage. The mortgage discharge will be submitted to the Jackson County Register of Deeds and the original mortgage will be mailed to the property owner.

G. Subordination of Loans

Periodically the City of Jackson is requested to subordinate a rehabilitation mortgage in order for a homeowner to lower the interest rate of their first mortgage. The City will only subordinate when the homeowner's new first mortgage is equal to or less than the current principal amount due on their current first mortgage. Reasonable and customary closing costs may be added to the new first mortgage.

The City's Subordination Policy objectives are to further assist low- to moderate-income homeowners who want to lower their mortgage payments, protect the City's outstanding rehabilitation loans, and ensure housing standards are being maintained.

Therefore, in order to satisfy these objectives, the City of Jackson will require homeowners who have signed a rehabilitation mortgage and are requesting the City subordinate its mortgage loan meet the following conditions: exterior condition of the property to be maintained to CEX standards, and there are no delinquent property taxes, special assessments or accounts receivable.

Furthermore, lenders or homeowners who are requesting that the City of Jackson subordinate a Housing Rehabilitation mortgage must adhere to the following procedures:

1. Contact the City of Jackson Neighborhood & Economic Operations Department at (517) 788-4060, to request a copy of the City of Jackson Subordination Policy and Subordination Agreement Form.
2. Send or return to the address below the following documents:
    a. The Lender's title search or other document showing all current debt on the property, the amount of the loan being paid off and the new loan amount.
    b. A $125.00 non-refundable housing inspection and processing fee is required from the Lender. Payment must be in the form of cash, certified check or money order.
    c. Current homeowner's insurance showing the City of Jackson as an additional insured.
    d. Completed Subordination Agreement.
    e. Good Faith Estimate.
    f. Settlement Statement (HUD-1).
3. Upon receipt of a completed application, NEO will contact the Housing Inspection Division to schedule a housing inspection. The Housing Inspection Division requires advance notice of 72 hours to arrange the housing inspection. The Housing Inspection Report is a condition upon which the City will subordinate its mortgage and attest that the property's exterior on which the City is subordinating the mortgage is maintained to CEX standards. A Housing Inspection can only be scheduled upon receipt of a completed application and payment of the $125.00 processing/inspection fee.
4. A completed Inspection Report will be mailed to the applicant within five (5) business days after the NEO Department has received a completed application. An Inspection Report that meets CEX standards as well as indebtedness to the City will be accompanied by a signed Subordination Agreement. Inspection Reports not meeting the City's terms and conditions for subordination will specify the reason for denial.
5. The City will reconsider the request for subordination of its mortgage only after the conditions for denial have been addressed to the City's satisfaction. Conditions of denial can be satisfied once the

property owner removes all CEX exterior violations or provisions are made for the removal of all CEX exterior violations through a fully executed construction contract with all repair costs escrowed through a title company or authorized agent that is to the City's satisfaction.

In addition, delinquent property taxes, utility bills, and/or special assessments may be addressed through proof of payment arrangements with the appropriate City departments or other governmental agencies. Evidence and condition of payment arrangements must be approved by NEO.

6. The City will record the subordination agreement with the Jackson County Register of Deeds and provide the original to the property after recording. The City of Jackson will not subordinate to a reverse mortgage and reserves the right to deny a subordination request for any reason it believes will or may jeopardize the repayment of its rehabilitation mortgage.

   Send all correspondence, documents, and payment to:

   Neighborhood & Economic Operations
   Attn: Subordination Agreement
   Jackson City Hall, 3rd Floor
   161 W. Michigan Avenue
   Jackson, MI 49201

~~VIII~~IX. Contract Award, Loan Closing, Notice to Proceed

A. Award of Contract

1. Contracts are awarded to the lowest responsible bidder within the parameters of these guidelines. In determining the lowest responsible bidder, NEO rehabilitation staff shall consider, in addition to price:
    a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
    b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
    c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
    d. The quality of performance of previous contracts or services;
    e. The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service;
    f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
    g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
    h. The ability of the bidder to provide future maintenance and service for eighteen (18) months after completion of work;
    i. The number and scope of conditions attached to the bid.
2. The property owner has the option to select a qualified contractor who participated in the bidding process even if it is not the lowest in price. However, the difference in cost between the lowest price and the contractor's bid selected by the homeowner is the responsibility of the homeowner and may not be made part of the rehabilitation loan.
3. The Contractor is ultimately responsible for the bid and its content that encompasses the entire project. This includes site familiarity, inspection, review of the scope of work, measurements and quantities, facilities, materials, equipment, labor, power, water, if required, as well as those listed by subcontractors within the bid document.
4. Before award of a contract, NEO must ensure the responsible low bidder (or alternate contractor selected by the homeowner) is not debarred from performing federally funded contracts through www.sam.gov.
5. The contract shall be awarded after the applicant has properly executed the rehabilitation loan.

B. Pre-Construction Conference and Loan Closing

NEO finance staff shall schedule a pre-construction conference at the project property to be attended by the homeowner, contractor who submitted the winning bid, NEO finance staff, and the Housing Rehabilitation Specialist. The purpose of the meeting will be to extensively review the scope of work, construction contract, and loan documents.

1. Obtain the homeowner's and contractor's signature on three (3) copies of the rehabilitation work contract with fully signed originals distributed to:
    a. Contractor;
    b. Homeowner;
    c. File.

2. Discuss permit requirements, if any. It is the contractor's responsibility to obtain any and all permits required for the project and to request inspections from the appropriate trades inspector at the appropriate times during the course of permitted work, including a final inspection.
3. **Remind both the homeowner and contractor that under no circumstance may an outside agreement exist between the homeowner and contractor or other agency during the construction period. Failure to comply with this provision will result in the termination of the contract and require immediate repayment of the funds expended by the City of Jackson.**
4. If any item in the work specifications requires a color or material selection, the contractor must work directly with the homeowner to obtain their preferences.
5. If temporary relocation is required as part of the project, explain the requirements of relocation and discuss if temporary housing and a food allowance will be needed or if homeowner would opt for a stipend if they are able to be temporarily housed by friends or family.
6. Review and obtain homeowner signatures on various documents necessary to perfect the loan closing which includes, but may not be limited to, the following:
    - Certification of Application;
    - Truth in Lending Disclosure Statement;
    - Good Faith Estimate;
    - Acknowledgement of Receipt of Subordination Policy.
7. Execute the Mortgage Note and Mortgage. Provide copy of unrecorded, signed Mortgage Note and Mortgage to homeowner.
8. Execute and issue the Notice of Award; provide copy to homeowner and contractor.
9. Explain the homeowner's 3-day right of rescission and execute the Notice of Right of Rescission in triplicate. Provide homeowner two (2) copies of the Notice of Right of Rescission and retain one (1) copy containing the original signature documenting receipt in the project file.
10. Sign the Notice to Proceed which will be held by NEO until the expiration of the rescission period.
11. If the homeowner does not rescind the loan, record the Mortgage at the Jackson County Register of Deeds after expiration of the rescission period and issue the Notice to Proceed.

C. Notice to Proceed

The Notice to Proceed order for a rehabilitation construction contract shall be executed by the borrower at the loan closing and issued by NEO to the contractor after the expiration of the rescission period and recording of the Mortgage. The start of construction must begin within 30 days or less from the date of the Notice to Proceed.

IX. Relocation

Temporary relocation is required only when it is essential to the safety of the occupants as determined by the City.

A. Introduction to Temporary Relocation

All evaluation, lead-hazard control activities, risk assessments, and interim controls will be performed based on the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing and will comply with the rules and regulations set forth by the State of Michigan.

This policy has been prepared to provide information regarding the requirement for the protection of occupants of dwelling units undergoing lead-based paint hazard remediation as provided under the Title X of the Housing and Community Development Act of 1992, Section 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 where relocation assistance is necessary.

Temporary relocation will be provided only when it is essential for the safety of the occupants as determined by the City of Jackson. Relocation assistance will be based on the amount and type of lead-based paint remediation. In some instances, families will need to temporarily move out of the home while interior lead remediation and/or cleaning is being conducted and until clearance testing shows that it is safe for the family to move back in. Relocation will not be necessary for all projects.

The Temporary Relocation Policy is designed to make relocation as convenient and pleasant for the family as possible. NEO will assist the family in all relocation activities. NEO staff will determine whether relocation will be necessary and what benefits will be provided, on an individual basis, to meet the specific needs of each family.

B. Relocation Criteria, Benefits, and Services

Final decisions about eligibility for temporary relocation assistance will be determined on a case-by-case basis. In general, appropriate temporary relocation services will be provided if unit occupants are not able to successfully find their own accommodations. Relocation will be required if the remediation plan designates disturbance of lead-based paint in any of the following:

1. The only bathroom or all bathrooms the dwelling unit;
2. Sleeping areas for which there are not sufficient alternatives within the residence; or
3. The kitchen, if alternative arrangements for meals cannot be conveniently provided.

Temporary Relocation Benefits

Temporary relocation benefits will be based on the amount and type of lead-based paint remediation. Therefore, ONLY City staff make that determination. Temporary relocation benefits will be for eligible family members only. Temporary relocation benefits may include temporary housing and a daily food allowance for each family member.

Relocation Services

If occupants cannot safely live in a dwelling unit during lead hazard control work, they must be relocated to a suitable dwelling unit until the work is completed and the dwelling unit has passed a clearance examination.

1. Families will be referred to pre-selected dwellings by the City of Jackson.

2. Relocated families will be reimbursed for meals during the period of temporary relocation; a copy of all restaurant receipts is necessary for reimbursement. If the family purchases groceries instead of eating at restaurants, a copy of the grocery receipt is required for reimbursement. Ineligible purchases include, but may not be limited to, the following:

   a. Alcohol;

   b. Tobacco products;

   c. Other non-food items.

   Funds will be disbursed on a reimbursement basis at the end of the relocation but may not exceed the amounts listed below.

3. Residents must find safe, suitable lodging for all indoor pets with friends, relatives, or others during the temporary relocation. All indoor pets must be removed from the premises during lead remediation work and/or dust cleaning activities. Animals normally kept outdoors may be left on the premises if arrangements can be made for their care. The City of Jackson will not provide benefits for the relocation of indoor pets.

Food Allowance

A daily food allowance for each family member (as documented at the initial interview) will be determined. Funds will be made available to the head of household as a reimbursement after the completion of the relocation activities. NOTE: Funds will be processed upon receipt of meal receipts from the client for all family member meals. Processing of reimbursement checks can take 2-3 weeks to receive.

Food Allowances per Person

	Breakfast	Lunch	Dinner	Daily Total
Adults (Children 13 and over)	$13.00	$14.00	$23.00	$50.00
Children (12 and under)	$6.50	$7.00	$11.50	$25.00

IMPORTANT: Relocation payments are not considered as income for Federal or State Income Tax purposes. They do not influence eligibility for Social Security payments, welfare or other related government assistance.

Stipend

The City of Jackson will issue a $500 stipend to homeowners who agree to participate in cost-saving measures by waiving their claim to temporary relocation expenses and agreeing to take full financial responsibility for temporary relocation expenses during the lead-based paint remediation of their home. The stipend will be issued upon completion and clearance of the lead remediation.

C. Eligible and Ineligible Costs

Eligible Costs

The following items are included as part of the relocation assistance funding offered by NEO:

1. Cost of partner hotel room and taxes;

2. Reimbursement for meals using the food allowance table.

Ineligible Costs

The following items are not included as part of the relocation assistance funded offered by the NEO:

1. Any calls made from the temporary dwelling unit (hotel);
2. Damages caused by the head of household, family or guests to the temporary dwelling unit;
3. Movies, internet service, room service, or other charges billed to the room;
4. Boarding of pets during lead hazard control work and/or lead dust cleaning;
5. Charges for any person not listed on the relocation contract;
6. Room charges for extended hotel stay not previously authorized by the City of Jackson and documented with a new signed relocation contract that indicates the new dates of relocation;
7. Transportation charges incurred by the family for travel to and from the relocation site;
8. Other charges or costs incurred that are not outlined in this relocation assistance policy.

Any charges incurred during the hotel stay that are not a covered benefit will be the responsibility of the client and will require payment at the time of checkout. Interference by the client in the progress of lead hazard control work and/or cleaning and clearance procedures that result in an extended relocation stay and additional hotel room charges will be the client's responsibility.

XI. Construction Inspection and Contractor Payment

A. Construction Inspections

Responsibility for Making Inspection

The Housing Rehabilitation Specialist shall make inspections of construction work in all cases involving a NEO rehabilitation loan. To accomplish this, the Housing Rehabilitation Specialist shall make:

1. Interim compliance inspections, as necessary, to assure that the construction work is being completed in accordance with the construction contract, but in no case than once per week.
2. A final inspection to determine that the construction work has been completed in accordance with the construction contract. The Housing Rehabilitation Specialist and any specialists from NEO, as may be required, shall accompany the Housing Rehabilitation Specialist on the final inspection and shall provide the Housing Rehabilitation Specialist with a written report of their findings.

Certification of Final Inspection

After the Housing Rehabilitation Specialist determines that the rehabilitation work has been fully and satisfactorily completed and the final inspection report obtained, the Certificate of Final Inspection (or equivalent) shall be prepared (original and two copies). The Certificate of Final Inspection shall be distributed as follows:

- Signed original to the owner.
- Signed copy retained in the project file.

Supplemental Inspections

In some cases defects and inadequacies in the construction work, not apparent at the time of final inspection, may become apparent after final payment for the work has been made and the Certificate of Final Inspection issued. Most of these problems should be minor, such as doors and windows that stick after painting. However, others are serious, such as roof leaks not ascertainable until after a rain, defects in a heating system installed during the non-heating season that were not revealed in the limited tests after installation, and plumbing leaks that were not detected in the final inspection.

The Housing Rehabilitation Specialist shall notify the contractor in writing of any defects to be corrected and shall stipulate the time period for correction. In emergency situations, including but not limited to, roof leaks, furnace failure, plumbing leaks, etc., the Housing Rehabilitation Specialist will necessitate immediate attention.

B. Contractor Payment

Inspection for Progress Payments and Final Payment

Inspection of construction work shall be made in accordance with the following:

1. *Progress Payments*: Complex or phased projects where work cannot reasonably be completed within 30 days may allow for progress payments in the contract. A compliance inspection of the rehabilitation work shall be made before the City makes a progress payment on a contractor's invoice. The Housing Rehabilitation Specialist shall prepare an inspection report (original and one copy) for cases involving a rehabilitation loan.
    a. If the inspection report indicates the work completed is satisfactory, NEO financial staff shall draw a progress payment on the escrow account check payable to the borrower and the intended payee.

b. If the work completed is not in accordance with the construction contract for a progress payment, the Housing Rehabilitation Specialist shall advise the contractor of any noncompliance in the construction work, or of an incorrect invoice submitted by the contractor. The Housing Rehabilitation Specialist shall request appropriate corrective action from the contractor. No payment shall be made on a construction contract until the contractor has satisfactorily completed the necessary corrective action.

2. *Upon Completion of the Rehabilitation and/or Lead Clearance Report*: The contractor shall submit a final invoice for all the work completed in accordance with the contract. The Housing Rehabilitation Specialist shall then arrange for a final inspection the work. Attendance by the contractor during the final inspection is at the discretion of the Housing Rehabilitation Specialist. Prior to payment of the contractor's final invoice, the Housing Rehabilitation Specialist will obtain a Homeowner Satisfaction form from the homeowner.

3. *Final Payment*: When the final inspection determines the work is satisfactorily completed in accordance with the contract, the Housing Rehabilitation Specialist shall obtain from the contractor a full, unconditional release of liens and a copy of each manufacturer's warranty, if any. After receipt of the release of liens, including releases from all subcontractors and suppliers (if applicable) and a copy of each warranty, NEO shall make final payment. NEO shall then prepare the Certificate of Final Inspection (or equivalent).

4. *Homeowner Satisfaction*. In a situation where the homeowner refuses to approve the completed work, a written complaint must be filed with the City of Jackson Chief Building Official within five (5) calendar days. Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the contractor will be paid in full.

C. Warranty

All work performed by the contractor is covered by an eighteen (18) month warranty. The contractor may be required to correct significant defects and inadequacies in the work performed under the contract. For this reason, the Housing Rehabilitation Specialist shall inform the owner in writing of warranty requirements upon completion of the rehabilitation.

Any defects that appear within the warranty period and arise out of improper workmanship shall be corrected and made good by the contractor at his/her expense.

CITY OF JACKSON
Founded 1829

City Assessor's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4033 • Facsimile: (866) 902-7891

MEMO TO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor

DATE: June 30, 2021

SUBJECT: Corrective Resolution for Special Assessment Roll No. 4290

Recommendation:

CONSENT CALENDAR:

A. Approve Corrective Resolution for the 2019-2020 Meterless Parking Special Assessment Roll No. 4290 removing exempt parcel 1-003700000, in the amount of $3,388.00.

The parcel being removed is 120 W Michigan Ave, the Jackson County Tower Building. The County is exempt from special assessments as a subdivision of this state.

Your consideration and concurrence is appreciated.

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jason Yoakam

DATE: June 30, 2021

RECOMMENDATION: Recommend Adoption of a Corrective Resolution for Special Assessment Roll No. 4290

SUMMARY

Parcel 1-003700000, belonging to the County of Jackson, was specially assessed for meterless parking for the 2019-2020 fiscal year at the request of former City Manager Burtch. The County is exempt and has asked that the assessment be removed. After consulting with current City Manager Greene a corrective resolution to remove the special assessment has been drafted and is attached.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

Specially assessing the county, although not an enforceable lien, could be voluntarily paid. The last time the County of Jackson was on a Meterless Parking assessment roll, prior to roll 4290 up for correction at this time, was roll 4085 in the amount of $5,197.20. This amount was confirmed on November 25, 1997 for the 1997-1998 fiscal year. Although, after some research, it does not appear that the city collected on that assessment.

DISCUSSION OF THE ISSUE

None

POSITIONS

Recommend adoption of a Corrective Resolution

ATTACHMENTS: Memo to Council; Corrective Resolution; Email correspondence

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for Meterless Parking 2019-2020, which assessments were by him placed on Assessment Roll No. 4290 and were reported to the City Council at its regular meeting held on the 3rd of September, 2019; and

WHEREAS, the Assessor, at the request of the former City Manager, did place an assessment for Meterless Parking 2019-2020 on parcel 1-003700000, commonly known as the Jackson County Tower Building, which assessments were by him placed on Assessment Roll No. 4290 and were reported to the City Council at its regular meeting held on the 3rd of September, 2019; and

WHEREAS, on September 3, 2019, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, on June 23, 2021 the assessing department was contacted by the County of Jackson Treasurer requesting that the assessment be removed for parcel 1-003700000; and

WHEREAS, no authority is conferred by statute to specially assess a political subdivision of this state.

NOW, THEREFORE, BE IT RESOLVED, that the special assessment on parcel 1-003700000, in the total amount of $3,388.00, on special assessment roll 4290, is hereby deleted.

* * * * * * *

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

I, Andrea Muray, City Clerk in an for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on this 13th day of July, 2021.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 14th day of July, 2021.

_____Andrea Muray, City Clerk

Jason Yoakam

From: Jason Yoakam
Sent: Thursday, June 24, 2021 9:30 AM
To: 'Karen Coffman'
Cc: James Bradley; Cyndi Snyder; Ric Scheele; Mike Overton; Jonathan Greene
Subject: RE: County Tower Building 1-003700000 assessed with Meterless parking

Good morning Karen,

This stems from a previous request made by City Manager Burtch based on his testimony that there was an agreement between Mr. Burtch and Mr. Overton to pay into the Meterless system that year. I will reach out to current City Manager Greene to see how he would like to proceed. City Council would need to approve a corrective resolution to have it stricken from the roll. I'll keep you posted as to the progress of your request.

Sincerely,

Jason Yoakam
Assessor, City of Jackson
161 W Michigan Ave
Jackson MI 49201

517-788-4033

From: Karen Coffman <KCOFFMAN@mijackson.org>
Sent: Wednesday, June 23, 2021 3:19 PM
To: Jason Yoakam <jyoakam@cityofjackson.org>
Cc: Karen Coffman <KCOFFMAN@mijackson.org>; James Bradley <JBradley@mijackson.org>; Cyndi Snyder <CSnyder@mijackson.org>; Ric Scheele <RScheele@mijackson.org>; Mike Overton <moverton@mijackson.org>
Subject: County Tower Building 1-003700000 assessed with meterless parking
Importance: High

Good afternoon Jason,

Please take the County Tower building parcel on 120 West Michigan Avenue, parcel ID#1-00370000 to the July Board of Review and remove the 2019 taxes.

It appears that the county building was assessed for meterless parking and this needs to be removed.

Please advise.

Thank you,

Karen Coffman

Karen A. Coffman, ACPFA, MiCPT, ACPFIM, MPA
Jackson County Treasurer

120 West Michigan Avenue
Jackson, Michigan 49201
kcoffman@mijackson.org

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CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – July 13, 2021

SUBJECT: **Hot Air Jubilee Beer Tent**

Recommendation: APPROVE a Request by the Ella Sharp Museum to Locate a Beer Tent on City of Jackson property at Sharp Park during the Hot Air Jubilee.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – July 13, 2021

RECOMMENDATION: APPROVE a Request from Ella Sharp Museum to Place a Beer Tent on City Property during the Hot Air Jubilee.

SUMMARY

The City has received a request from Ella Sharp Museum to grant permission for a beer tent to be placed on City property in Sharp Park during the Hot Air Jubilee on July 23, 24, and 25, 2021. Ella Sharp Museum will obtain a liquor license for the event, but requires written permission from the City of Jackson to locate the beer tent on City property. The beer tent will be located on the grass next to the Museum parking lot. On the attached Event Map, the beer tent can be seen to the left of the Launch Field.

HISTORY, BACKGROUND and DISCUSSION

According to our insurance representative, the Museum will need to provide the City with a Certificate of Insurance designating the City of Jackson as Additional Insured for both General Liability and Liquor Liability. Doing so will address the exposure to the City for the beer tent. The approval by Council to allow the beer tent on City property will be predicated on obtaining the appropriate insurance certificates from the Ella Sharp Museum's insurance carrier.

POSITION

APPROVE the request to locate a beer tent on City of Jackson property during the Hot Air Jubilee and authorize the City Attorney to provide written approval of same to the Ella Sharp Museum, provided the requisite insurance certificates are obtained.

ATTACHMENTS: Hot Air Jubilee Event Map


FESTIVAL ENTRANCE
Public Parking
Handicap Parking
Helicopter Rides
Kid's Kingdom
Steam Engines
Car Show Entrance Saturday 3p-4p ONLY
Corp Tents
Car Show
Car Show Exit
PortaJohns
Merch
Food Vendors
Vendor Parking
(cars parked in this area cannot leave between 4p&10p)
Beer Tent
Launch Field
VIP Parking
PERMIT ENTRANCE
PERMIT ENTRANCE
Google

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 13, 2021

SUBJECT: Special Event Application for the Henry Ford Allegiance Health "Race to Health"

Recommendation:

Approve a request from Henry Ford Allegiance Health to host their Race to Health on September 18, 2021 on the streets of Jackson, Michigan.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Henry Ford Allegiance Health "Race to Health."

I recommend approval of the special event application for the Henry Ford Allegiance Health "Race to Health." Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 13, 2021

RECOMMENDATION: Approve a request from Henry Ford Allegiance Health to host their Race to Health on September 18, 2021 on the streets of Jackson, Michigan.

SUMMARY: Family-friendly 5k walk/run

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		$485.00
Public Works	X		$200.00
		TOTAL	***$685.00***

CONDITIONS & CONSIDERATIONS

Street closures

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Henry Ford Allegiance Health Race to Health

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

Applicant Information

Sponsoring Organization Legal Name: Henry Ford Allegiance Health		
Address: 205 N. East Ave, Jxn, MI 49201		Phone: (517) 205-6739
Tax ID#: 38-2027689	Website:	
Contact Name: Theresa Clark	Phone: (517) 205-6739	Email: tclark1@hfhs.org
Contact Name:	Phone:	Email:
Contact Name During Event: Theresa Clark		Phone: (517) 812-9325

Event Information

Event Name: Henry Ford Allegiance Health Race to Health

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
9/18/21	9/17/21	8:00 AM	13:00 pm	13:00 pm

Has this event occurred before? ☑Yes, (if yes, how many previous years? 36 ☐No

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

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

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

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

☐Horace Blackman Park ☐GrandRiver Farmers Market Pavilion

☐Bucky Harris Park ☐CP Federal City Square (Stage)

☐Ella Sharp Park *(requires Ella Sharp Board approval)* ☐MLK Equality Trail

☒Other Location: Henry Ford Allegiance Health

☒ Streets: Homewild, Waterloo

☐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.

5K Run/Walk
5K Relay
Family Fun Run
Field Day Activities

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

Street Name: Homewild Cross Streets Waterloo

Closure Start Date: 9/18/21 Time: 7:30 A Closure End Date: 9/18/21 Time: 1:30 pm

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Covid-19 Contingency Plan

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

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

- Downsized Events to Accommodate social distancing
- Races - Staggered starts to keep distance
- Masks Required for unvaccinated unless mandate is lifted
- Grab n' Go prepackaged foods to mitigate contamination & Group issues

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

HFAH will have a med tent set up @ each site & Nurses on premise. HFAH can isolate the person/people - HFAH event uses registration, so we can notify people if the need arises.

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

- IF there are any changes per an Executive order on Fed/State/Local guidelines we will adjust to meet those requirements, including canceling the race if necessary.

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: 6/11/21

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

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

Henry Ford Allegiance Health

Race To Health

LEGEND

= 5K Run/Walk Course

Porter St.
Waterloo Ave.
Ellery Ave.
Virginia St.
Rock St.
Argyle St.
East Ave.
Loomis St.
Seymour Ave.
Flemming Ave.
Allen St.
Maguire St.
North St.
Whitney St.
Leroy St.
State St.
Edgewood St.
Ganson St.
Harris St.
Burr St.
Loomis Park
Start
Start
Finish
Henry Ford Allegiance Health
Homewild Ave.
VanDorn Ave.
Perrine St.
Waterloo Ave.
Park Ave.
Detroit St.
Pearl St.
Michigan Ave.
N


Homewild Ave
Waterloo
E
K 105.3
Tent 10 x10
Registration
6 tables
6 chairs
Registration
12 tables
7 chairs
E
Tents (2) 20' x 40'
Rock Climbing Wall
Waivers
1 table, 2 chairs
Tent 10 x10
Awards / Volunteers
4 table, 5 chairs
Tent 10 x10
Finish Line Chute
E
Step by Step / Vendors
12 tables
12 chairs
Obstacle Course
Breakfast Tent
18 tables
96 chairs
E
Tent (1) 30 x 50
Swamp Cooler / Water Station
Incident Command
Porta Potties
First Aid
1 table, 2 chairs
Tent 10 x10
E Needs Electrical

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2021

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
Marsh Management Services Cayman Ltd.
P.O. Box 1051
23 Lime Tree Bay Avenue
Governors Square, Building 4, 2nd Floor
Grand Cayman KY1-1102, Cayman Islands
CN103050471-Hosp-GEN-21-22

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Onika Insurance Co Ltd	3770080
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Henry Ford Allegiance Health
Attn: Ken Empey
Risk Management Department
205 N. East Avenue
Jackson, MI 49201

COVERAGES **CERTIFICATE NUMBER:** CHI-009005701-06 **REVISION NUMBER:** 6

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	X		OIC4121-HSP	04/01/2021	04/01/2022	EACH OCCURRENCE	$ 6,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X $500,000 SIR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 31,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Henry Ford Allegiance Health is insured as respects their participation in the Race To Health being held on September 18, 2021.
The City of Jackson and the Downtown Development Authority are included as additional insureds for this event only.

CERTIFICATE HOLDER

City of Jackson
Jackson Downtown Development Authority
161 W. Michigan
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 JBarnes

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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 13, 2021

SUBJECT: Special Event Application for the Cascades Humane Society's Paws in the Park & Downtown Development Authority's Summerfest.

Recommendation:

Approve a request from the Cascades Humane Society and the Downtown Development Authority to host Paws in the Park/Summerfest on August 13-14, 2021 in downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Cascades Humane Society's Paws in the Park & Downtown Development Authority's Summerfest.

I recommend approval of the special event application for the Cascades Humane Society's Paws in the Park & Downtown Development Authority's Summerfest. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: July 13, 2021

RECOMMENDATION: Approve a request from the Cascades Humane Society and the Downtown Development Authority to host Paws in the Park/Summerfest on August 13-14, 2021 in downtown Jackson.

SUMMARY: Family-friendly event featuring animal-themed activities, evening outdoor movie, 5k walk/run, outdoor shopping and dining, and live music.

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		$450.00
Public Works	X		$600.00
		TOTAL	***$1,050.00***

CONDITIONS & CONSIDERATIONS

Road closures, picnic tables and trash cans, bleachers

INSURANCE STATUS

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

ATTACHMENTS: Special Event Application: Cascades Humane Society & Downtown Development Authority Paws in the Park/Summerfest

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

Applicant Information

Sponsoring Organization Legal Name: Jackson 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: (517) 748-6518	Email: cmays@cityofjackson.org
Contact Name:	Phone:	Email:
Contact Name During Event: SAME AS ABOVE		Phone: ( )

Event Information

Event Name: Summerfest & Paws in the Park

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
August 13-14, 2021	5:30 pm (Thursday, 7/12)	3:00 pm (Friday)	9:00 pm (Saturday)	10:00 pm (Saturday)

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

Do you expect this event to occur again next year? YES What is the expected attendance for this event? 2,000

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

☒Walk/Run ☒Festival ☐March/Parade ☒Other: Movie Night

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: Various downtown streets (see map & street closure section below)

☐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.

Family-friendly event featuring various pet-friendly activities (fundraiser for the Cascades Humane Society), animal-themed Friday night movie in the park (Secret Life of Pets), food vendors, Saturday morning 5k race, outdoor shopping and street dining (Saturday), and live music.
SCHEDULE:
Pool Filling: Thursday, 8/12 (5:30 pm)
Animal Activities: Friday, 8/13 (3-7 pm)
Food Vendors & Evening Movie: Friday, 8/13 (7-11:30 pm)
5K Run: Saturday, 8/14 (10 am)
Animal Activities: Saturday, 8/14 (10 am - 2 pm)
Outdoor (sidewalk and street) Shopping (local shops & vendors): Saturday, 8/14 (10 am - 9 pm)
Outdoor (sidewalk and street) Dining: Saturday, 8/14 (10 am - 9 pm)
Live Music: Saturday, 8/14 (afternoon/evening)

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

Street Name: Michigan Avenue Cross Streets Blackstone to Mechanic
Closure Start Date: 8/12 Time: 5 pm Closure End Date: 8/14 Time: 9 pm

Street Name: Jackson Street Cross Streets Pearl to Cortland
Closure Start Date: 8/12 Time: 5 pm Closure End Date: 8/14 Time: 9 pm

Street Name: Mechanic Street Cross Streets Pearl to Washington
Closure Start Date: 8/14 Time: 8 am Closure End Date: 8/14 Time: 9 pm

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

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

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

City Resources Requests

Not all resources may be available at your requested site.

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

☒ **Electrical Power:** Indicate electrical requirements: All buried electrical in Horace Blackman Park; outlets on CP stage area
Amount of electrical wattage needed: _____ Amount of plug ins: 4-6 in ground, 2-3 on stage
Locations of where plugs are needed: Horace Blackman Park
****All electrical lines MUST be covered to limit tripping hazards. ****

☒ **Water Needs**: Indicate water requirements: Use of hydrant for pool filling
Amount of water needed: _____ Locations of where water is needed: Intersection of Michigan Ave. & Jackson St.

☒ **Food/Vendors**: Indicate vendors requirements: Access to buried electrical in Horace Blackman Park (with adaptors)
Amount of electrical wattage needed: _____ Amount of plug ins: 4-6
Locations of where plugs are needed: HB Park, in the ground Number of vendors: 4-6

☐ **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: Extra trash cans along all closed streets; 2 sets of bleachers, Increased police patrols, Large stage on wheels

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: 6/25/2021

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

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

Covid-19 Contingency Plan

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

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

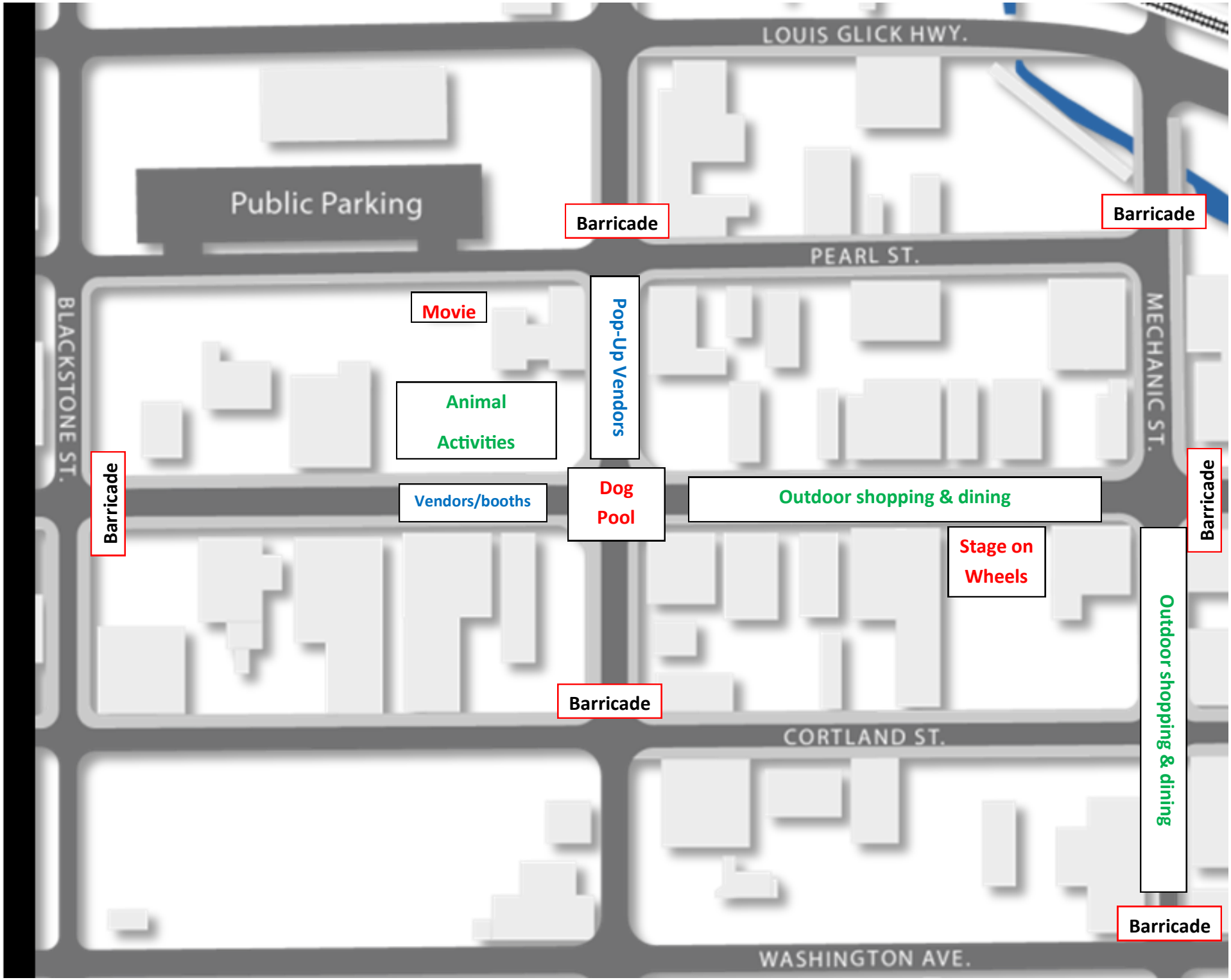
As needed based on current state/DHHS guidelines.

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

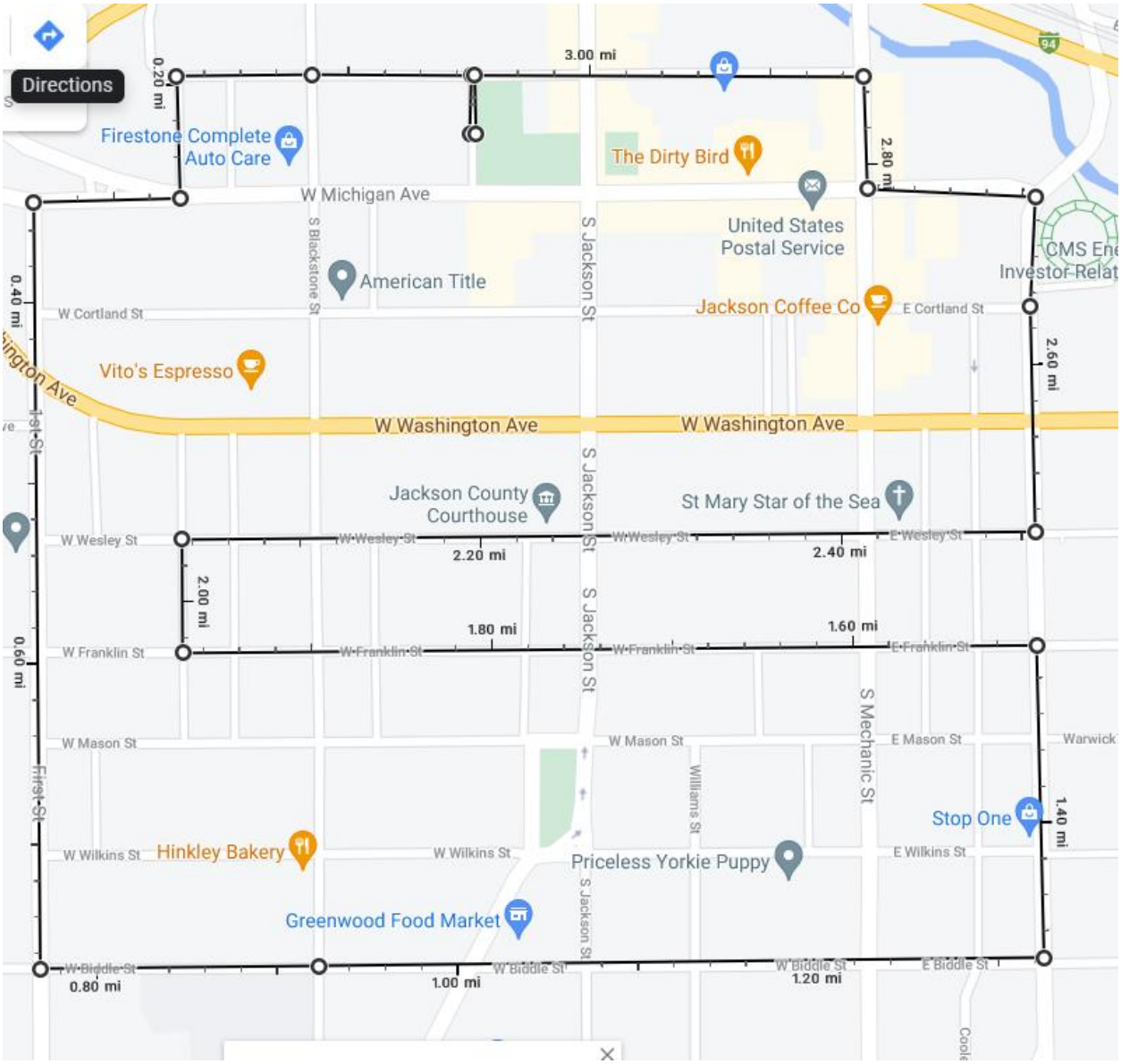
DDA volunteers will monitor car owners and attendees and ask anyone displaying Covid-19 symptoms to return home. All volunteers will be monitored for illness and sent home if needed. The DDA will notify the county health department per current DHHS guidelines.

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

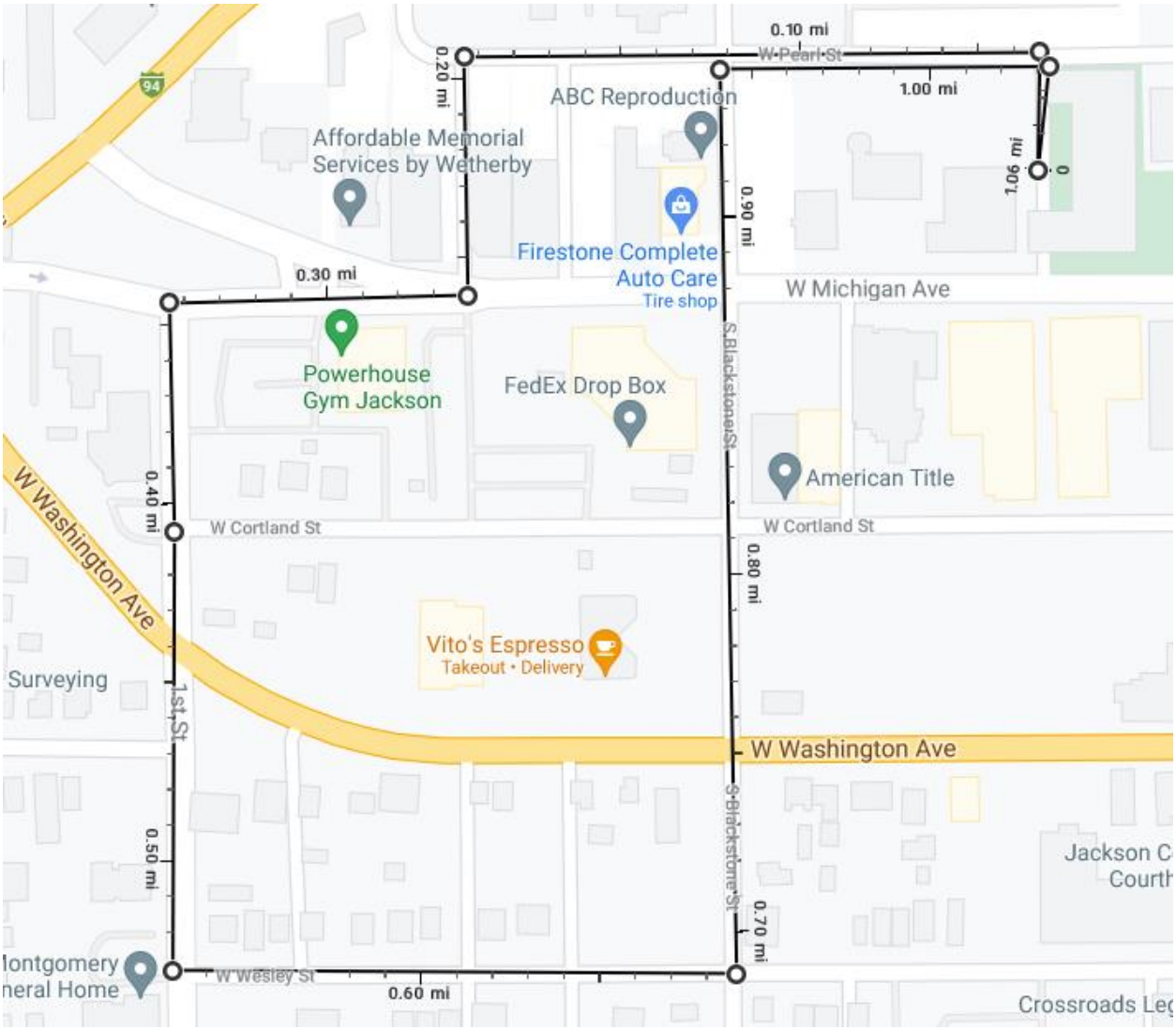
DDA staff will monitor all current DHHS regulations, and will add appropriate safety measures as needed to follow all guidelines.


LOUIS GLICK HWY.
Public Parking
Barricade
Barricade
PEARL ST.
BLACKSTONE ST.
MECHANIC ST.
Movie
Pop-Up Vendors
Animal
Activities
Barricade
Vendors/booths
Dog
Pool
Outdoor shopping & dining
Barricade
Stage on
Wheels
Outdoor shopping & dining
Barricade
CORTLAND ST.
Barricade
WASHINGTON AVE.

Paws in the Park 5k Route



Paws in the Park Short Route



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: June 8, 2021

SUBJECT: Second Reading and Adoption of the Responsible Contractor Ordinance Packet (Ordinance Nos. 2021-05, 2021-06, and 2021-07)

Recommendation:

Adopt the three ordinance packet – commonly referred to as the Responsible Contractor Ordinance to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable, and cost-effective manner.

Attached are Ordinance Nos. 2021-05, 2021-06, and 2021-07. The ordinance packet was considered for approval and moved to a 2nd reading by the Council at the June 8, 2021 City Council meeting.

Your consideration and concurrence is appreciated.

ORDINANCE NO. 2021- __

An Ordinance amending Sections 5-148 through 5-150 of Article 8 of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to reserve applicable Sections under Article 8 - Floodplain Management.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 5 - BUILDINGS AND BUILDING

REGULATIONS ARTICLE VIII. - FLOODPLAIN

MANAGEMENT

Sec. 5-148—5-150. - Reserved.

ORDINANCE NO. 2021-05

An Ordinance amending Sections 5-148 through 5-150 of Article 8 of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to reserve applicable Sections under Article 8 - Floodplain Management.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 5 - BUILDINGS AND BUILDING

REGULATIONS ARTICLE VIII. - FLOODPLAIN

MANAGEMENT

Sec. 5-148—5-150. - Reserved.

The foregoing Ordinance 2021-05 was adopted by the Jackson City Council on the 13th day of July, 2021 and a summary was published on July 18, 2021.

_____

Andrea Muray, City Clerk

_____

Derek J. Dobies, Mayor

ORDINANCE NO. 2021-##

An Ordinance adopting Sections 5-151 through 5-170 of Article 9, Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to create a responsible contractor policy for the City of Jackson to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IX.

RESPONSIBLE CONTRACTING

Sec. 5-151. - Title.

This article may be cited as the "Responsible Contractor Ordinance."

Sec. 5-152. - Purpose.

The City of Jackson recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable, and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for public contracts and to protect the City of Jackson's investments in such contracts, prospective contractors and subcontractors, should be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, experience, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, law compliance and business integrity.

Further, due to the critical impact that skilled construction craft labor has on public works projects, and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages, it is necessary to require contractors and subcontractors to participate in established, formal apprenticeship training programs as a condition of bidding, for the purpose of both promoting successful project delivery and ensuring future workforce development. The City of Jackson also recognizes that it is beneficial to the local community to ensure that firms receiving public contracts provide adequate wages and benefits to their employees and utilize fair business, employment and training practices that have a positive impact on local communities affected by such contracts.

Therefore, the City of Jackson shall require compliance with the provisions of this ordinance by business entities seeking to provide services to the City of Jackson as specified herein. The requirements of this ordinance are intended to supplement, not replace, existing contractor qualification and performance standards or criteria currently required by law, public policy or contracting documents. However, in the event that any of the provisions of this ordinance conflict with any law, public policy or contracting documents of the City of Jackson, this ordinance shall prevail.

Sec. 5-153. - Definitions.

The following definitions shall be used in this Chapter:

A. Construction Project: Any contract of more than $50,000 awarded for the construction, alteration, or repair of any public building or public work of the City of Jackson. The labor and material necessary, for the construction, renovation, repair or improvements to real property, except repair in emergency situations, which requires solicited bids so that the work, when complete, must be ready for service for it; intended purpose and must require no other work to be a completed system or component.

B. Responsible Bidder: A bidder for a construction project that has satisfied the pre-qualifying criteria; designated in the bid and as provided in these guidelines.

C. Best Value: An RFP (Request for Proposal) procurement method that emphasizes both value and price. Best value is a method that is utilized in the evaluation process of the proposals received and reviewed. Best value for construction will be determined based on a 100% distribution looking at construction that includes but is not limited to the following: quality of workmanship, quality of materials, references, experience (including experience on past county projects), proposed schedule, safety, time, and cost.

D. Contractor: any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Jackson and includes a recipient of City financial assistance and a public lessee or licensee.

E. Subcontractor: any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee, to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors.

F. Bidder: means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications, or other procurement process.

G. Bid: means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications, or other procurement process.

Sec. 5-154. - Application.

1. All contractors and subcontractors of any tier that perform work on any public construction project valued at over $50,000 shall meet the requirements of this ordinance.

2. All firms engaged in contracts covered by this ordinance shall be qualified, responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding on public contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics as described in this Ordinance.

Sec. 5-155. - Administration.

1. The Purchasing Department must promulgate rules and regulations for implementation of this Ordinance. Said rules must be submitted to the City Council for consideration as a component of the City of Jackson Purchasing Policies and Procedures Manual within thirty days after the effective date of this Ordinance.

2. The Purchasing Department must develop questionnaires to be used by awarding authorities for determining bidder responsibility and best bid within thirty days after the effective date of this Ordinance.

3. The Purchasing Department must monitor compliance with this Ordinance including investigation of alleged violations.

Sec. 5-156. - Pre-Qualifying Screening.

A. The City shall develop a questionnaire that each contractor intending to bid on a construction project contract must submit with its bid to determine if it is a responsible bidder based on the information parts (B) and (C) of this Section. This questionnaire shall be developed within thirty days after the effective date of this Ordinance and must be made available to all contractors interested in bidding on City construction projects via commonly accessible spaces, such as the City website.

(1) The response to the questionnaire must be signed under penalty of perjury. If the City learns any contractor submitted false information on the questionnaire, the City may terminate any contract and pursue remedies set forth in Section 5-158. The contractor must be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to responses previously provided, if such change would affect a contractors' fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 5-158.

(2) There must be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to

the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority must rely on responses to the questionnaire, information from compliance and regulatory agencies, and/or independent investigation to determine bidder responsibility. All questions must be fully answered on the questionnaire. If a contractor fails to provide all of the required information on the pre-qualifying questionnaire, their bid must not be considered.

(3) If a contractor is deemed as a non-responsible bidder, their bid must not be considered. Additionally, they must be added to a list of non-responsible bidders as further explained in part (5) of this Section.

(4) Before being declared a non-responsible bidder, a bidder must be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder. The determination by an awarding authority that the bidder is non-responsible must be final and constitute exhaustion of the bidder's administrative remedies.

(5) A list of individuals and entities which have been determined to be non-responsible bidders by the City must be maintained by the Purchasing Department. Non-responsible bidders must not be considered for City contracts for a minimum of two years. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in Section 5-156, its name must be removed from the list. Unless otherwise removed from the list by the awarding authority, names must remain on the list for five years from the date of being declared a non-responsible bidder.

(6) Contractors must ensure that their subcontractors meet the criteria for responsibility as set forth in the Pre-Qualifying Criteria of this Ordinance.

B. The Pre-Qualifying Screening Questionnaire will identify those criteria which will automatically qualify and disqualify bidders by deeming them either a responsible or a non-responsible bidder. The City must use the following criteria in the Pre-Qualifying Screening Questionnaire to determine if a contractor is or is not a responsible bidder. If a contractor is deemed a non-responsible bidder their bid must not be considered. The City may at any time add additional information to the Screening Questionnaire. The information required on the Pre-Qualifying Screening Questionnaire includes:

(1) General information about the bidder's company, its principals, and its history, including all former business names, and an explanation of any business name changes.

(2) If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business

entity, whether as a parent company, subsidiary or in any other business relation, it must attach a separate statement to its bid packet that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

(3) Information regarding the state and local licenses and license numbers held by the bidder.

(4) A confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

~~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.~~

~~(6)~~(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.

~~(7)(6) A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.~~

~~(8)~~(7) Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

~~(9)~~(8) Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

~~(10)~~(9) A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

~~(11)~~(10) Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.

~~(12)~~(11) Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

~~(13)~~(12) Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

~~(14)~~(13) A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

~~(15)~~(14) Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

~~(16)~~(15) A warranty statement regarding labor, equipment and materials.

~~(17)~~(16) A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

~~(18)~~(17) ~~A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.~~

~~(19)~~(18) A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

C. The City must use the information collected on the Pre-Qualifying Screening Questionnaire to determine if a bidder is a responsible or a non-responsible bidder. For the City to deem a contractor non-responsible, the information on the Pre-Qualifying Screening must demonstrate at least one of the following:

(1) A determination that the bidder exhibits a pattern of negligence pertaining to safety.

(2) The absence of proper licensure from the state or other certifying bodies.

(3) A gross lack of qualifications or expertise by personnel at the bidding company.

(4) A pattern of nonperformance on past contracts.

D. The City's determination of these factors is within its sole discretion. If a contractor's Pre-Qualifying Screening Questionnaire does not demonstrate any of the items in part (C) of this Section, then the City must deem a contractor a responsible bidder and proceed into evaluating the contractor's bid.

E. A list of all responsible bidders shall be maintained by the City/Purchasing Department. If, through the Pre-Qualifying Screening Questionnaire, the city determines a contractor to be a responsible bidder and

is qualified to bid, that determination may remain valid for a period not to exceed ~~two~~ four years. This shall not apply if changes are warranted in the Pre-Qualifying Screening Questionnaire, or if subsequent events demonstrate that contractor to be non-responsible.

Sec. 5-157. - Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified in Section 5-156, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria.

The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

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. Documentation of an on-going Michigan OSHA-approved, safety-training program for employees to be used on the proposed job site.
3. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
4. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
5. 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 that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or 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.

Sec. 5-158. - Subcontractor Compliance.

A. A construction manager, general contractor or other lead or prime contractor must not be permitted to use a subcontractor on any work performed for the City unless it has identified the subcontractor on its Subcontractor List and a confirmation that the subcontractor has been Pre-Qualified as stated in the Pre-Qualifying Section.

B. A subcontractor listed on a firm's Subcontractor List must not be substituted unless written authorization is obtained from the Purchasing Department and the subcontractor has been Pre-Qualified as stated in the Pre-Qualifying Section.

C. In the event that the Purchasing Department determines that a prospective subcontractor listed by the apparent bid awardee does not meet the pre-qualifying standards of this Ordinance, it may, after informing the prospective awardee, exercise one of the following options:

1) Permit the awardee to substitute a qualified, responsible, subcontractor in accordance with the requirements of this Ordinance;

2) Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or

3) Disqualify the prospective awardee.

D. In the event that a subcontractor is disqualified under this Ordinance, the general contractor, construction manager or other lead or prime contractor must not be permitted to make any type of contractual claim against the Purchasing Department on the basis of a subcontractor disqualification.

Sec. 5-158. - Substantially Low Bid Review.

In the event the amount of a bid appears disproportionately low when compared with estimates undertaken by or on behalf of the City and/or compared to other bids submitted, the City reserves the right to inquire further of the bidder to determine whether the bid contains mathematical errors, omissions, and/or erroneous assumptions, and whether the bidder has the capability to perform and complete the contract for the bid amount.

Sec. 5-158. - Enforcement.

A. Contracts must provide that violation of this Ordinance must constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

B. Compliance with the Pre-Qualifying Screening Criteria of this Ordinance must be required in contract amendments, if the initial contract was not subject to the provisions of this Ordinance. Contract amendments must provide that violation of Pre-Qualifying Screening Criteria must constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that

may be available.

C. Information that is provided under the processes set forth in this document that is at any point deemed false or in an attempt to mislead the City entitles the City to terminate the contract and otherwise pursue legal remedies that may be available.

D. Violations of this Ordinance may be reported to the Purchasing Department which must investigate such complaints. Whether based upon such a complaint or otherwise, if the Purchasing Department has determined that the contractor has violated any provision of this Ordinance, the Purchasing Department must issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the Purchasing Department may:

1) Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.

2) Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Pre-Qualifying Section of this Ordinance.

Sec. 5-159. - Public Input.

The City must develop a complaint form that will allow members of the public to report suspected violations of this Ordinance to the Purchasing Department. Members of the public may at any time submit a report of suspected violations of this Ordinance. The complaint form must be accessible to the public on the City's website and a physical copy of the form will be available at the City administration building. If the City receives a complaint through the public complaint form, the Purchasing Department must investigate the claim and respond to the plaintiff within twenty-one calendar days with the Department's reply to the complaint.

Sec. 5-160. - Severability.

The terms, conditions, and provisions of this ordinance are hereby declared to be severable, and, should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, the City Council hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this ordinance.

Sec. 5-161—5-170. - Reserved.

ORDINANCE NO. 2021-06

An Ordinance adopting Sections 5-151 through 5-170 of Article 9, Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to create a responsible contractor policy for the City of Jackson to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IX.

RESPONSIBLE CONTRACTING

Sec. 5-151. - Title.

This article may be cited as the "Responsible Contractor Ordinance."

Sec. 5-152. - Purpose.

The City of Jackson recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable, and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for public contracts and to protect the City of Jackson's investments in such contracts, prospective contractors and subcontractors, should be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, experience, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, law compliance and business integrity.

Further, due to the critical impact that skilled construction craft labor has on public works projects, and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages, it is necessary to require contractors and subcontractors to participate in established, formal apprenticeship training programs as a condition of bidding, for the purpose of both promoting successful project delivery and ensuring future workforce development. The City of Jackson also recognizes that it is beneficial to the local community to ensure that firms receiving public contracts provide adequate wages and benefits to their employees and utilize fair business, employment and training practices that have a positive impact on local communities affected by such contracts.

Therefore, the City of Jackson shall require compliance with the provisions of this ordinance by business entities seeking to provide services to the City of Jackson as specified herein. The requirements of this ordinance are intended to supplement, not replace, existing contractor qualification and performance standards or criteria currently required by law, public policy or contracting documents. However, in the event that any of the provisions of this ordinance conflict with any law, public policy or contracting documents of the City of Jackson, this ordinance shall prevail.

Sec. 5-153. - Definitions.

The following definitions shall be used in this Chapter:

A. Construction Project: Any contract of more than $50,000 awarded for the construction, alteration, or repair of any public building or public work of the City of Jackson. The labor and material necessary, for the construction, renovation, repair or improvements to real property, except repair in emergency situations, which requires solicited bids so that the work, when complete, must be ready for service for it; intended purpose and must require no other work to be a completed system or component.

B. Responsible Bidder: A bidder for a construction project that has satisfied the pre-qualifying criteria; designated in the bid and as provided in these guidelines.

C. Best Value: An RFP (Request for Proposal) procurement method that emphasizes both value and price. Best value is a method that is utilized in the evaluation process of the proposals received and reviewed. Best value for construction will be determined based on a 100% distribution looking at construction that includes but is not limited to the following: quality of workmanship, quality of materials, references, experience (including experience on past county projects), proposed schedule, safety, time, and cost.

D. Contractor: any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Jackson and includes a recipient of City financial assistance and a public lessee or licensee.

E. Subcontractor: any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee, to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors.

F. Bidder: means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications, or other procurement process.

G. Bid: means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications, or other procurement process.

Sec. 5-154. - Application.

1. All contractors and subcontractors of any tier that perform work on any public construction project valued at over $50,000 shall meet the requirements of this ordinance.

2. All firms engaged in contracts covered by this ordinance shall be qualified, responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding on public contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics as described in this Ordinance.

Sec. 5-155. - Administration.

1. The Purchasing Department must promulgate rules and regulations for implementation of this Ordinance. Said rules must be submitted to the City Council for consideration as a component of the City of Jackson Purchasing Policies and Procedures Manual within thirty days after the effective date of this Ordinance.

2. The Purchasing Department must develop questionnaires to be used by awarding authorities for determining bidder responsibility and best bid within thirty days after the effective date of this Ordinance.

3. The Purchasing Department must monitor compliance with this Ordinance including investigation of alleged violations.

Sec. 5-156. - Pre-Qualifying Screening.

A. The City shall develop a questionnaire that each contractor intending to bid on a construction project contract must submit with its bid to determine if it is a responsible bidder based on the information parts (B) and (C) of this Section. This questionnaire shall be developed within thirty days after the effective date of this Ordinance and must be made available to all contractors interested in bidding on City construction projects via commonly accessible spaces, such as the City website.

(1) The response to the questionnaire must be signed under penalty of perjury. If the City learns any contractor submitted false information on the questionnaire, the City may terminate any contract and pursue remedies set forth in Section 5-158. The contractor must be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to responses previously provided, if such change would affect a contractors' fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 5-158.

(2) There must be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to

the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority must rely on responses to the questionnaire, information from compliance and regulatory agencies, and/or independent investigation to determine bidder responsibility. All questions must be fully answered on the questionnaire. If a contractor fails to provide all of the required information on the pre-qualifying questionnaire, their bid must not be considered.

(3) If a contractor is deemed as a non-responsible bidder, their bid must not be considered. Additionally, they must be added to a list of non-responsible bidders as further explained in part (5) of this Section.

(4) Before being declared a non-responsible bidder, a bidder must be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder. The determination by an awarding authority that the bidder is non-responsible must be final and constitute exhaustion of the bidder's administrative remedies.

(5) A list of individuals and entities which have been determined to be non-responsible bidders by the City must be maintained by the Purchasing Department. Non-responsible bidders must not be considered for City contracts for a minimum of two years. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in Section 5-156, its name must be removed from the list. Unless otherwise removed from the list by the awarding authority, names must remain on the list for five years from the date of being declared a non-responsible bidder.

(6) Contractors must ensure that their subcontractors meet the criteria for responsibility as set forth in the Pre-Qualifying Criteria of this Ordinance.

B. The Pre-Qualifying Screening Questionnaire will identify those criteria which will automatically qualify and disqualify bidders by deeming them either a responsible or a non-responsible bidder. The City must use the following criteria in the Pre-Qualifying Screening Questionnaire to determine if a contractor is or is not a responsible bidder. If a contractor is deemed a non-responsible bidder their bid must not be considered. The City may at any time add additional information to the Screening Questionnaire. The information required on the Pre-Qualifying Screening Questionnaire includes:

(1) General information about the bidder's company, its principals, and its history, including all former business names, and an explanation of any business name changes.

(2) If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business

entity, whether as a parent company, subsidiary or in any other business relation, it must attach a separate statement to its bid packet that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

(3) Information regarding the state and local licenses and license numbers held by the bidder.

(4) A confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

(5) 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.

(6)

(7) 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.

(8) 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.

(9) 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).

(10) 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.

(11) 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.

(12) 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.

(13) 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.

(14) Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

(15) A warranty statement regarding labor, equipment and materials.

(16) 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.

(17)

(18) A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

C. The City must use the information collected on the Pre-Qualifying Screening Questionnaire to determine if a bidder is a responsible or a non-responsible bidder. For the City to deem a contractor non-responsible, the information on the Pre-Qualifying Screening must demonstrate at least one of the following:

(1) A determination that the bidder exhibits a pattern of negligence pertaining to safety.

(2) The absence of proper licensure from the state or other certifying bodies.

(3) A gross lack of qualifications or expertise by personnel at the bidding company.

(4) A pattern of nonperformance on past contracts.

D. The City's determination of these factors is within its sole discretion. If a contractor's Pre-Qualifying Screening Questionnaire does not demonstrate any of the items in part (C) of this Section, then the City must deem a contractor a responsible bidder and proceed into evaluating the contractor's bid.

E. A list of all responsible bidders shall be maintained by the City/Purchasing Department. If, through the Pre-Qualifying Screening Questionnaire, the city determines a contractor to be a responsible bidder and is qualified to bid, that determination may remain valid for a period not to exceed four years. This shall not apply if changes are warranted in the Pre-Qualifying Screening Questionnaire, or if subsequent events demonstrate that contractor to be non-responsible.

Sec. 5-157. - Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified in Section 5-156, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the

list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria.

The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

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. Documentation of an on-going Michigan OSHA-approved, safety-training program for employees to be used on the proposed job site.
3. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
4. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
5. 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 that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or 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.

Sec. 5-158. - Subcontractor Compliance.

A. A construction manager, general contractor or other lead or prime contractor must not be permitted to use a subcontractor on any work performed for the City unless it has identified the subcontractor on its Subcontractor List and a confirmation that the subcontractor has been Pre-Qualified as stated in the Pre-Qualifying Section.

B. A subcontractor listed on a firm's Subcontractor List must not be substituted unless written authorization is obtained from the Purchasing Department and the subcontractor has been Pre-Qualified as stated in the Pre-Qualifying Section.

C. In the event that the Purchasing Department determines that a prospective subcontractor listed by the apparent bid awardee does not meet the pre-qualifying standards of this Ordinance, it may, after informing the prospective awardee, exercise one of the following options:

1) Permit the awardee to substitute a qualified, responsible, subcontractor in accordance with the requirements of this Ordinance;

2) Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or

3) Disqualify the prospective awardee.

D. In the event that a subcontractor is disqualified under this Ordinance, the general contractor, construction manager or other lead or prime contractor must not be permitted to make any type of contractual claim against the Purchasing Department on the basis of a subcontractor disqualification.

Sec. 5-158. - Substantially Low Bid Review.

In the event the amount of a bid appears disproportionately low when compared with estimates undertaken by or on behalf of the City and/or compared to other bids submitted, the City reserves the right to inquire further of the bidder to determine whether the bid contains mathematical errors, omissions, and/or erroneous assumptions, and whether the bidder has the capability to perform and complete the contract for the bid amount.

Sec. 5-158. - Enforcement.

A. Contracts must provide that violation of this Ordinance must constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

B. Compliance with the Pre-Qualifying Screening Criteria of this Ordinance must be required in contract amendments, if the initial contract was not subject to the provisions of this Ordinance. Contract amendments must provide that violation of Pre-Qualifying Screening Criteria must constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

C. Information that is provided under the processes set forth in this document that is at any point deemed false or in an attempt to mislead the City entitles the City to terminate the contract and otherwise pursue legal remedies that may be available.

D. Violations of this Ordinance may be reported to the Purchasing Department which must investigate such complaints. Whether based upon such a complaint or otherwise, if the Purchasing Department has determined that the contractor has violated any provision of this Ordinance, the Purchasing Department

must issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the Purchasing Department may:

1) Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.

2) Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Pre-Qualifying Section of this Ordinance.

Sec. 5-159. - Public Input.

The City must develop a complaint form that will allow members of the public to report suspected violations of this Ordinance to the Purchasing Department. Members of the public may at any time submit a report of suspected violations of this Ordinance. The complaint form must be accessible to the public on the City's website and a physical copy of the form will be available at the City administration building. If the City receives a complaint through the public complaint form, the Purchasing Department must investigate the claim and respond to the plaintiff within twenty-one calendar days with the Department's reply to the complaint.

Sec. 5-160. - Severability.

The terms, conditions, and provisions of this ordinance are hereby declared to be severable, and, should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, the City Council hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this ordinance.

Sec. 5-161—5-170. - Reserved.

The foregoing Ordinance 2021-06 was adopted by the Jackson City Council on the 13th day of July, 2021 and a summary was published on July 18, 2021.

_____

Andrea Muray, City Clerk

_____

Derek J. Dobies, Mayor

ORDINANCE NO. 2021-##

An Ordinance amending Section 18-32 of Article 2 of Chapter 18 of the Code of Ordinances of the City of Jackson, Michigan to include contractor certification and bid documentation as categories in prohibiting false information being provided to various city officials.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 13 - OFFENSES

ARTICLE II. - OFFENSES AFFECTING GOVERNMENT FUNCTIONS

Sec. 18-32. - False information on ~~license application, property registration application, or permit~~ city applications.

No person shall knowingly furnish to any law enforcement officer, city official, city officer, city employee, city appointee, or agent of the city false information in connection with any license application or renewal, in connection with any property registration application or renewal, in connection with any contractor certification or bid documentation, or in connection with any permit application or renewal.

ORDINANCE NO. 2021-07

An Ordinance amending Section 18-32 of Article 2 of Chapter 18 of the Code of Ordinances of the City of Jackson, Michigan to include contractor certification and bid documentation as categories in prohibiting false information being provided to various city officials.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 13 - OFFENSES

ARTICLE II. - OFFENSES AFFECTING GOVERNMENT FUNCTIONS

Sec. 18-32. - False information on city applications.

No person shall knowingly furnish to any law enforcement officer, city official, city officer, city employee, city appointee, or agent of the city false information in connection with any license application or renewal, in connection with any property registration application or renewal, in connection with any contractor certification or bid documentation, or in connection with any permit application or renewal.

The foregoing Ordinance 2021-07 was adopted by the Jackson City Council on the 13th day of July, 2021 and a summary was published on July 18, 2021.

_____

Andrea Muray, City Clerk

_____

Derek J. Dobies, Mayor

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (866) 384-1772

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 13, 2021

SUBJECT: Approve the sale of City Owned property located at 316 N. Martin Luther King Drive to Rio Holdings, LLC.

Recommendation: Approve the sale of City owned property located at 316 N. Martin Luther King Drive to Rio Holdings, LLC. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Lisa Moutinho, Administrative Assistant to the City Manager

DATE: July 13, 2021

RECOMMENDATION: Approve the sale of City owned property located at 316 N. Martin Luther King Drive to Rio Holdings, LLC, and authorize the City Manager to execute property transfer documents.

SUMMARY

The City of Jackson proposes to sell a parcel of vacant land located at 316 N. Martin Luther King Drive to Rio Holdings, LLC.

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Rio Holdings, LLC and the City of Jackson. Rio Holdings, LLC would like to purchase the vacant lot at 316 N. Martin Luther King Drive to add additional storage for their business, resulting in an approximate investment of $250,000 and yielding additional jobs. City staff is proposing for the Council to sell the vacant lot subject to a Development Agreement.

If Rio Holdings, LLC were to default on the terms of the Development Agreement, and not cure the default in the proper amount of time, then the property would revert to City ownership.

POSITIONS

Requested action is for City Council to approve the sale of 316 N. Martin Luther King Drive to Rio Holdings, LLC.

ATTACHMENTS

- 316 N. Martin Luther King Drive Purchase and Development Agreement

PROPERTY TRANSFER AND DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 ("City'), and Rio Holdings LLC, a Michigan Limited Liability Corporation whose address is 117 W. Louis Glick Hwy, Jackson, MI 49201 and referred to as “Developer” (“Developer”),

WITNESSETH:

WHEREAS, the City is the owner of real property in City of Jackson commonly known as 316 N. Martin Luther King Jr. Drive, Jackson, MI 49201, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the “Property”; and

WHEREAS, Developer owns commercial, retail and restaurant businesses in the City of Jackson; and

WHEREAS, Developer desires to purchase the Property from the City to construct a maintenance facility for their businesses; and

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

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

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

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

1. RECITALS. The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.

2. TRANSFER OF PROPERTY. Upon execution of the Development Agreement by Developer and the City, and the Developer paying the City the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.

3. COMBINING LOTS. Developer agrees to combine their existing property at 203 Homewild Avenue with 316 N. Martin Luther King, Jr. Drive into a single parcel through the City of Jackson Assessor's Office procedure before making any repairs identified in Exhibit B by December 31, 2021

4. IMPROVEMENTS BY DEVELOPER. Developer shall be required to make the improvements contained in Exhibit B by the date(s) listed on Exhibit B. In addition, should Developer wish to make improvements to Property, all improvements and repairs shall be performed in a workmanlike manner. All improvements and repairs shall be in compliance with local code requirements and all applicable ordinances and regulations of the City of Jackson.

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

6. FAILURE TO FOLLOW CITY OF JACKSON CODE OF ORDINANCES

AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS. Should Developer fail to abide by the City of Jackson's Code of Ordinances, and be found responsible for a violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City. To effectuate the reversion, Developer shall execute a quit claim deed, pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

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

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

9. COSTS AND EXPENSES. Costs and expenses incurred by the City in implementing and enforcing the provisions of this Agreement, shall be a lien on the premises which shall be enforceable in accordance with Section 15.7 of the Jackson City Charter and/or

other applicable City Charter and City Ordinance provisions. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by State law, the Jackson City Charter and/or City Ordinances. If the City elects to pursue collection of unpaid costs and expenses through the courts, Developer shall pay in addition to said costs and expenses all costs of litigation, including reasonable attorney fees.

10. CHANGE OF OWNERSHIP INTEREST. This Development Agreement shall be binding on and inure to the benefit of City and Developer and all of their respective heirs, successors, assigns, and transferees.

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

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

13. NON-DISCRIMINATION REQUIREMENT. Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, national origin, sexual orientation or gender identity in the use or occupancy of the Property.

14. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties.

15. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be or

nationally recognized overnight courier delivery service with next business day delivery, with delivery receipt obtained. Notices must be addressed as follows:

If to the City, to:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201 Attention: City Manager
With a copy to:	City of Jackson 161 West Michigan Avenue Jackson, Ml 49201 Attention: City Attorney
If to Developer, to:	Rio Holdings LLC Justin Dalenberg, Member 117 W. Louis Glick Highway Jackson, MI 49201

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

17. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

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

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

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

21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this

Agreement, and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the_____day of_____, 2021.

THE CITY OF JACKSON

_____

Jonathan Greene
City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

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

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

DEVELOPER

Rio Holdings LLC
A Michigan Limited Liability Corporation

By: _____
Justin Dalenberg
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2021 by Justin Dalenberg, Member of Rio Holdings LLC, a Michigan Limited Liability Corporation.

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

EXHIBIT A - DESCRIPTION OF REAL PROPERTY

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

LOT 3 & E 4 FT OF LOT 4 HOUGH'S ADD

Commonly known as: 316 N. MARTIN LUTHER KING, JR. DRIVE, JACKSON, MI 49201

Parcel/Tax ID#: 7-014800000

EXHIBIT B- LIST OF IMPROVEMENTS

Property: 316 N. Martin Luther King, Jr. Drive, Jackson, MI 49201

Developer will construct storage/maintenance facility within 24 months. Construction shall be in a good and workmanlike manner and meet all applicable permit and code requirements of the City and any other governmental agency having jurisdiction.

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **City of Jackson**, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, MI 49201 (Seller), and **Rio Holdings LLC**, a Michigan Limited Liability Corporation whose address is 117 W. Louis Glick Highway, Jackson, MI 49201 (Buyer), agree to sell and purchase by quit claim deed the following real estate located in the City of Jackson, Jackson County, Michigan, described as follows:

See Exhibit A attached

Commonly known as 316 N. Martin Luther King Jr. Drive (the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay THREE HUNDRED SIXTY TWO ($362.50) and 50/100 Dollars (the Purchase Price) , subject to building and use restrictions and easements, if any, and zoning ordinances, if any, on the following conditions:

1. EVIDENCE OF TITLE

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

2. TITLE OBJECTIONS

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

3. EARNEST MONEY DEPOSIT

No earnest money deposit shall be required from the Buyer.

4. TAXES AND PRORATED ITEMS

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

5. IMPROVEMENTS

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

6. CLOSING

Closing shall take place at the office of the City Attorney on or after July 13, 2021.

7. PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed. The parties agree that the City shall prepare the required Deed and closing documents necessary to complete this transaction.

8. POSSESSION

Possession of the Property shall be given immediately at closing.

9. INSPECTION CONTINGENCY

This offer is contingent on the Buyer, at the Buyer's option, having the land and its structures examined for physical condition including, but not limited to, satisfactory foundations; drainage; grading; and construction; by a contractor/professional inspector of Buyer's own choice and at Buyer's own expense within five (5) days of the Effective Date (as defined below). Unless Buyer notifies Seller, in writing, within seven (7) days of the Effective Date (as defined below) that Buyer has substantial cause to be dissatisfied with the results of such examinations, and which writing shall specifically recite the causes of such dissatisfaction, Buyer will be conclusively presumed to accept the condition of the premises "AS IS." If Buyer duly notifies Seller of Buyer's dissatisfaction, Seller shall have the option of providing for the making of the required repair or declaring this Agreement null and void. For the purpose of this Property Inspection Contingency, no individual cause for dissatisfaction costing less **than One Thousand and NO/100 ($1,000.00) Dollars** to repair, as determined by the reasonable estimate of Seller's contractor, shall constitute "substantial cause to be dissatisfied."

Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer has received this form and has certified its accuracy prior to the closing on the Property. Buyer further acknowledges their agreement that all provisions relating to acceptance of the Property in "AS IS — WHERE IS, WITH ALL FAULTS" applies to any condition on or in the Property relating to the presence of lead.

10. CONDITION OF PROPERTY

Buyer acknowledges and agrees that the Property shall be sold, and Buyer shall accept possession of the real property on the Closing Date, "AS IS- WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price, and Buyer shall assume the risk that adverse

physical, environmental, economic or legal conditions may not have been revealed by Buyer's investigations during the Due Diligence Period or otherwise. Seller nor their respective officials, officers, employees, agents, representatives, successors or assigns (each, a "Seller's Representative" and, collectively, "Seller's Representative²s") have or shall be deemed to have made any representations or warranties, express or implied, regarding the Property or any matters affecting the Property, including without limitation the physical condition of the Property, title to or boundaries of the Property, soil conditions, the presence or absence, location or scope of any Hazardous Materials in, at, or under the Property, compliance with building, health, safety, land use or zoning laws, other engineering characteristics, traffic patterns and all other information pertaining to Propery. Buyer moreover acknowledges (i) that Buyer is a sophisticated purchaser, knowledgeable and experience in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property, (ii) that Buyer has entered into this Agreement in reliance on its own (or its experts') investigation of the physical, environmental, economic and legal condition of the Property, and (iii) that Buyer is not relying upon any representation or warranty concerning the Property made by Seller or Seller's Representatives other than as expressly set forth. Seller shall not have any liability of any kind or nature for any subsequently discovered defects in the Property whether those defects were latent or patent.

11. LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property is as described in Exhibit A of this Purchase Agreement.

12. BUYER'S DEFAULT

If Buyer fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Buyer as herein expressly permitted, Seller shall have the right, in its sole discretion, to (a) terminate this Agreement, and/or (b) enforce specific performance of Buyer's obligation to execute the documents and pay the Purchase Price required for Seller to convey the Property to Buyer. Seller shall give 10 days' notice and an opportunity to cure any breach by Buyer occurring less than 10 days prior to the agreed upon date of Closing. Notwithstanding the foregoing, in the event that Buyer fails to develop the Property in accordance with a Development Agreement executed by the Parties, Seller shall have the right to re-enter and re-possess the Property and to retain the Purchase Price.

13. SELLER'S DEFAULT

If Seller defaults under this Agreement, Buyer may, at Buyer's option, either declare this Agreement null and void and or pursue all legal and equitable remedies available to Buyer under Michigan law.

14. RISK OF LOSS

The risk of loss shall remain with the Seller until title transfer. Should such property be substantially damaged by fire or other casualty prior to filing the Deed, the Buyer shall have the option to void this agreement in which event all earnest monies shall be returned to the buyer and such agreement shall become null and void, or have such insurance proceeds deposited into escrow thereupon the purchase.

15. BUYER'S ACCESS TO PROPERTY

While this Agreement remains in effect, Buyer and Buyer's representatives shall have the right to enter upon the Property for the purpose of inspecting the Property and making engineering tests and other investigations, inspections and tests related to Buyer's development of the Property.

16. BINDING AGREEMENT

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties. Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller under this Agreement.

17. TIME OF THE ESSENCE

Time is of the essence of this Agreement, but Buyer may waive this provision for the purpose of curing title defects,

18. BROKERS

Seller and Buyer represent and warrant to each other that they have not used or employed the services of any real estate brokers, sales agents, or finders in connection with the purchase and sale of the Property, and that any commissions owed to any broker, sales agent or finder shall be the sole responsibility of Buyer. Other than commissions owed to, if any, which shall be paid by Buyer, Seller and Buyer agree to indemnify, defend, and hold one another harmless with respect to any broker's commissions and/or finder's fees which are asserted or may become due as a result of the purchase and sale of the Property.

19. DEVELOPMENT AGREEMENT

Buyer and Seller agree to execute a Development Agreement contemporaneously with this Purchase Agreement outlining the requirements of Buyer in development of the Property after purchase.

20. NOTICES

All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller, Buyer or Title Company may be required or desire to give pursuant to, under or by virtue of this Agreement must be in writing and sent by (i) first class U.S. certified

or registered mail, return receipt requested, with postage prepaid, or (ii) nationally-recognized courier guaranteeing next business day delivery, addressed as follows:

If to Seller:	City of Jackson Attn: City Manager 161 W Michigan Ave Jackson, MI 49201
With a Copy to:	City of Jackson Attn: City Attorney 161 W. Michigan Ave Jackson, MI 49201
If to Buyer:	Rio Holdings LLC Justin Dalenberg, Member 117 W. Louis Glick Hwy Jackson, MI 49201

21. GENERAL CONDITIONS

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

22. FURTHER ASSURANCES

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

23. INDEMNIFICATION

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

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

24. ALL AGREEMENTS IN WRITING

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

25. CHOICE OF LAW

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

26. EFFECTIVE DATE

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

27. CONTINGENCIES

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

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

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

28. CITY COUNCIL AUTHORIZATION

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

29. ENTIRE AGREEMENT

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

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

Buyer: Rio Holdings LLC
A Michigan Limited Liability Corporation

_____
Justin Dalenberg
Its: Member

Dated: _____

Seller: City of Jackson

_____
Jonathan Greene
City Manager

Dated: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

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

LOT 3 & E 4 FT OF LOT 4 HOUGH'S ADD

Commonly known as: 316 N. MARTIN LUTHER KING JR. DRIVE, JACKSON, MI 49201

Parcel/Tax ID#: 7-014800000

EXHIBIT B

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

(See Attached)

CITY OF JACKSON
Founded 1829

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

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: July 13, 2021

SUBJECT: **Public Works Forestry services as needed contract extension with Johnny's Tree Service.**

Recommendation:

> **Approval of the one-year contract extension with Johnny's Tree Service for as-needed tree trimming, tree removals and stump grinding, at an estimated cost of $134,500 for fiscal year 2021/22.**

Attached is a report from Michael Osborn, Director of Public Works regarding the contract extension referenced above.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: July 13, 2021

RECOMMENDATION: **Approval of the one-year contract extension with Johnny's Tree Service for as-needed tree trimming, tree removals and stump grinding services in fiscal year 2021/22.**

SUMMARY

The City of Jackson maintains an ever-changing list of forestry services that includes tree trimming, tree removal and stump grinding in the public right-of-ways and on other city owned public property. The City requested bids for these as needed forestry services in 2019 with Johnny's Tree Service being the lowest bidder. Johnny's Tree Service had held the contract for the past two years at the same rates as their original bid in 2019.

BUDGETARY CONSIDERATIONS

Funding for these services is budgeted in the Department of Public Works, Forestry Contractual budget line 101-442-000-818.000. The budgeted amount for fiscal year 2021/22 is $134,500.00.

HISTORY, BACKGROUND and DISCUSSION

The City's forestry services typically includes the trees located along public right-of-ways, City parks and on other city owned public property. This contract allows for maintenance trimming and removals, and grinding of the tree stumps that remain following tree removals. The contract also allows for these services after a storm event, when they are especially needed.

The contractor's services augment the services provided by city staff, in an effort to provide a faster response and better service. Johnny's Tree Service has done an exceptional job as the City's contractor providing these services over the past two years. Both the City and the contractor would like to extended the contract for another year at the same rates as their original bid.

DISCUSSION ON THE ISSUE

This work is vital to maintaining the urban forestry contained within the city limits along public right-of-ways and on other city owned public property. The ability to utilize this contractor will aid in improving our response time and decrease the number of forestry projects that await necessary attention.

POSITIONS

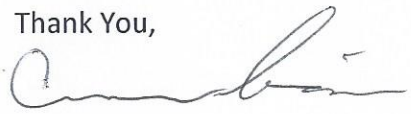
I recommend approval of the one-year contract extension with Johnny's Tree Service for as-needed tree trimming, tree removals and stump grinding services for fiscal year 2021/22.

Johnny's Tree Service Inc.
1245 Falahee Rd.
Jackson, MI 49203

RE: City of Jackson Tree Removal/Trimming Contract

We would like to extend the current contract for tree removal/trimming for a one year period with no changes. Prices to stay in line with current contract with no increases.

Thank You,



Cameron Smith
V.P/Owner
Johnny's Tree Service Inc.
517-764-2444
www.johnnystreeservice.com

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 13, 2021

SUBJECT: **Approve the Contract Award for the 2021 CDBG Street Reconstruction with Water and Sewer Main Replacement project, to Bailey Excavating, Inc., of Jackson, Michigan.**

Recommendation:

Approval of an award for the contract for the 2021 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Biddle Street and Cooley Place to Bailey Excavating, Inc., of Jackson, Michigan at a cost of $682,407.56, 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.

JD/sms

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, Interim City Manager

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

DATE: July 13, 2021

RECOMMENDATION: Approval of an award for the contract for the 2021 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Biddle Street and Cooley Place to Bailey Excavating, Inc., of Jackson, Michigan at a cost of $682,407.56, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On June 3, 2021, bids were opened in the Purchasing Department for the 2021 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Biddle Street and Cooley Place.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was $722,102.95. Bids were as follows:

Company	Bid
Bailey Excavating, Inc.	$682,407.56
Dunigan Brothers, Inc., Jackson, MI	$901,142.60

This project will be paid out of Local Street, Sanitary Sewer, Water and CDBG Funds and Street Assessments.

HISTORY, BACKGROUND and DISCUSSION

The 2021 CDBG Street Reconstruction with Water and Sewer Main Replacement project consists of the following streets:

Biddle Street	Mechanic Street to Martin Luther King, Jr. Drive; and
Cooley Place	Morrell Street to Biddle Street.

Biddle: Engineering records show that Biddle Street was originally constructed in 1928, with an overlay in 1978 with sanitary sewer construction and crack seal in 2002. The roadway has cracking, potholes and extensive patching throughout. The current PASER rating is 2. The water main is 4 inch cast iron installed in 1919. The sanitary sewer was installed in 1978 during the facilities plan.

Cooley: Engineering records show that Cooley Place was reconstructed in 1975, with an overlay in 1978 with storm sewer construction and crack seal and sealcoat in 2005. The roadway has cracking, potholes and extensive patching throughout. The current PASER rating is 3. The water main is 4 inch cast iron installed in 1919. The sanitary sewer was installed in 1924.

DISCUSSION OF THE ISSUE

Biddle: Engineering proposes to reconstruct the full depth of the pavement structure with new curb and gutter, a new gravel base and new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. The antiquated water main (constructed around 1919) 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 sewer will be replaced as part of the project.

Cooley: Engineering proposes to reconstruct the full depth of the pavement structure with new curb and gutter, a new gravel base and new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. The antiquated water main (constructed around 1919) 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 sewer will be replaced as part of the project.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the contract for the 2021 CDBG Street Reconstruction project be awarded to Bailey Excavating, Inc., of Jackson, Michigan, at a cost of $682,407.56. 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, Interim City Manager

DATE: July 13, 2021

SUBJECT: **Resolution for Approval of a Contract with the Michigan Department of Transportation for Steward Avenue from the Amtrak Railroad Tracks to Ganson Street**

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for street reconstruction on Steward Avenue from the Amtrak Railroad tracks to Ganson Street, and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract with MDOT for Steward Avenue.

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 13, 2021

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for street reconstruction on Steward Avenue from the Amtrak Railroad tracks to Ganson Street, and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

Attached is a resolution to enter into a contract with MDOT for street reconstruction on Steward Avenue from the Amtrak Railroad tracks to Ganson Street.

BUDGETARY CONSIDERATIONS

The project is broken down into two parts: Part A–roadway resurfacing and signal modification, and Part B–lighting, tree preservation and project cleanup. The City has received federal funding of Surface Transportation Program (STP) funds and Highway Infrastructure Program (HIP) funds for $50.80% to a maximum of $106,284 for Part A.

The cost-participation agreement and contract number 21-5230 for this project has been prepared by MDOT and forwarded to the City of Jackson for approval. The estimate for the construction work is $396,200 with the federal share being $194,818 and the City share being $201,382.

HISTORY, BACKGROUND and DISCUSSION

The roadway was rebuilt with new curb and gutter from Ganson Street to the railroad in 1996. The pavement received a crackfill treatment in 2003. The current condition of the pavement is poor, with cracking, potholes and extensive patching throughout.

DISCUSSION OF THE ISSUE

Engineering proposes to replace the pavement in the areas of the water main construction currently underway. This proposed contract is to mill the remaining pavement surface and repave the entire roadway.

POSITIONS

I am requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

Attachments

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Steward Avenue from the Amtrak Railroad tracks to Ganson Street is in need of improvements; and

WHEREAS, the project is broken down into two parts: Part A–roadway resurfacing and signal modernization and Part B-lighting, tree preservation and project cleanup, and

WHEREAS, the project has received federal funding of Surface Transportation Program (STP) funds and Highway Infrastructure Program (HIP) funds for 50.80% to a maximum of $106,284 for Part A of this project; and

WHEREAS, the cost-participation agreement and contract number 21-5230 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is $396,200 with the federal share being $194,818 and the City share being $201,382.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the reconstruction on Steward Avenue from the Amtrak Railroad tracks to Ganson Street; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 21-5230 with the Michigan Department of Transportation for the reconstruction of Steward Avenue from the Amtrak Railroad tracks to Ganson Street; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the contract documents on behalf of the City.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 13th day of July, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of July, 2021.

_____
Derek Dobies, Mayor

_____
Andrea Muray, City Clerk

STP, HIP DA

Control Section	STUL 38000
Job Number	207176CON
Project	21A0632
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5230

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 13, 2021, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIAPTION
Hot mix asphalt cold milling and resurfacing, concrete curb repair, traffic signal modernization, signing and pavement markings along Steward Avenue from north of the AMTRAK Railroad tracks to Ganson Street; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Lighting, tree preservation and project clean-up along Steward Avenue from north of the AMTRAK Railroad tracks to Ganson Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

HIGHWAY INFRASTRUCTURE PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Surface Transportation Funds in combination with Federal Highway Infrastructure Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 50.80 percent with Federal Highway Infrastructure Program Funds limited $106,284. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be

necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the

DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and

has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JACKSON

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT



May 13, 2021

EXHIBIT I

CONTROL SECTION	STUL 38000
JOB NUMBER	207176CON
PROJECT	21A0(632)

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$383,500	$ 12,700	$396,200

COST PARTICIPATION

	PART A	PART B	TOTAL
GRAND TOTAL ESTIMATED COST	$383,500	$ 12,700	$396,200
Less Federal Funds	$194,818	$ 0	$194,818
BALANCE (REQUESTING PARTY'S SHARE)	$188,682	$ 12,700	$201,382

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CITY OF JACKSON
Founded 1829

City Attorney's Office

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Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – July 13, 2021

SUBJECT: ***Renewal of Liability and Property Insurance with Michigan Municipal League Liability & Property Pool***

Recommendation: APPROVE the Renewal of the City of Jackson's Liability and Property Insurance Through the Michigan Municipal League's Liability & Property Pool in the Amount of $592,328.00, and Authorize the City Attorney to Take Any Actions Necessary to Effectuate the Policy.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – July 13, 2021

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 $592,328.00, and Authorize the City Attorney to Take Any Actions Necessary to Effectuate the Policy.

SUMMARY

Attached is a proposal from the Michigan Municipal League's Liability & Property Pool ("MML Pool"), the City of Jackson's liability and property insurer, for renewal of the City's insurance policy for Fiscal Year 2021/2022.

HISTORY, BACKGROUND and DISCUSSION

Attached is a proposal and cost summary from the MML Pool for insurance coverage for the City of Jackson for Fiscal Year 2021-22. The amount of the annual premium, found on page 7 of the attachment, is $592,328.00. This amount represents an increase of $24,445.00 over last year's premium of $567,883.00. Our Account Executive, James Newman, has informed me that we may expect a dividend this year in the amount of $37,893.00, which will reduce our "net premium" to $554,435.00.

As Council is aware, we have been with the MML Pool for a number of years. The City Attorney's Office and other relevant staff have been very pleased with both the service and coverage provided by the Pool. The MML Pool provides the City with attorneys who are very experienced and experts in their fields. It is my recommendation that we renew our insurance coverage with the MML Pool.

POSITION

The requisite action is to APPROVE the renewal of insurance coverage with the Michigan Municipal League Liability and Property Pool for 2021-22, authorize the Finance Director to pay the invoice, and authorize the City Attorney to take any action necessary to effectuate the policy.

ATTACHMENT: Liability & Property Pool Proposal

michigan municipal league

Liability & Property Pool

Proposal

for the

City of Jackson

Presented By:

James Newman, LUTCF
(517) 243-5865

June 10, 2021

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook, Inc. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The League administrative staff and the dedicated Pool staff at Meadowbrook, Inc. are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Jackson.** Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Jackson** for an annual premium of **$592,328** In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2021. The **City of Jackson's** portion of the dividend return is **$37,893.** The **City of Jackson** will receive this dividend in the month following payment of your 2021 renewal premium.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- ✓ 433 Public Entity Members
- ✓ 139 Fire Departments
- ✓ 170 Law Enforcement Agencies
- ✓ 2195 Police Officers
- ✓ 5,772 Miles of Streets/Roads
- ✓ 6,950 Vehicles
- ✓ 16 Electric Utilities
- ✓ 24 Municipal Marinas
- ✓ $5 Billion of Property Values
- ✓ 195 Water Service Operations
- ✓ 218 Sewer Plant Operations

michigan municipal league
Liability & Property Pool

Coverage and Cost Summary
City of Jackson

Effective 07-01-2021 to 07-01-2022

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	$5,000,000	N/A	$2,500
Nat'l Railroad Passenger Corp.	$5,000,000	N/A	$0
Nat'l Railroad Passenger Corp.	$5,000,000	N/A	$0
Sewer Back-Up Sublimit	$100,000	$100,000	$0
Personal Injury Liability (Coverage B)	$5,000,000	N/A	$2,500
Medical Payments (Coverage C)	$10,000	N/A	N/A
Public Officials Liability (Coverage D)	$5,000,000	N/A	$2,500
Law Enforcement Liability (Coverages A, B, and D)	$5,000,000	N/A	$2,500
Employee Benefit Liability	$1,000,000	$1,000,000	$2,500
Fire Legal Liability	$100,000	N/A	N/A
Cyber Liability & Data Breach Response	$100,000	$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	$100,000	N/A	$0
Automobile Liability (Coverages A and B)	$5,000,000	N/A	$0

# Vehicles	Comp	Coll
3	NO COV	NO COV
176	$1,000	$1,000

Agreed Amount, if applicable 37 Vehicles for a total of $5,597,634

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is $5,000,000 regardless of the number of coverages involved in the occurrence.

Property			
Property - Blanket Basis	$185,967,053	N/A	$2,500
Boiler and Machinery	Included	N/A	$2,500
Building(s)	Included	N/A	$2,500
Cemetery Property - up to $500 per headstone	# Plots: 43,257	N/A	$500
Contents	Included	N/A	$2,500
Property in the Open	Included	N/A	$2,500
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	See Schedule	N/A	$2,500
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	$2,500

michigan municipal league
Liability & Property Pool

Coverage and Cost Summary
City of Jackson

Effective 07-01-2021 to 07-01-2022

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Accounts Receivable	$100,000	N/A	$250
Allmand Portable Light Towers	$15,000	N/A	$250
Cameras	$30,970	N/A	$250
Consequential Damage	$100,000	N/A	N/A
Contractors Equipment	$4,894,902	N/A	$250
Debris Removal - the lesser of 25% of physical damage loss or	$5,000,000	$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	$100,000	N/A	N/A
Earth Movement	$2,000,000	$2,000,000	$5,000
Electronic Data Processing Equip	$2,267,523	N/A	$250
Expediting Expense	$100,000	N/A	N/A
Extra Expense	$100,000	N/A	N/A
Fine Arts	$4,000,000	$4,000,000	$250
Fire Equipment	$438,135	N/A	$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	$1,000,000	$1,000,000	$5,000
Fungal Pathogens	$25,000	$25,000	$250
Golf Equipment	$324,240	N/A	$250
Loss of Income	$100,000	N/A	N/A
Loss of Rents	$100,000	N/A	N/A
Miscellaneous Equipment	$57,622	N/A	$250
National Portable Signal Solar Arrow Boards	$18,000	N/A	$250
Ornamental Trees, Shrubs, Plants or Lawn	$100,000	$100,000	$250
Personal Effects & Property of Others	$500	$2,500	$250
Police Equipment	$494,502	N/A	$250
Radio Equipment	$869,085	N/A	$250
Trailers, mounted equipment	$184,900	N/A	$250
Valuable Papers	$100,000	N/A	$250
Voting Equipment	$349,669	N/A	$250
Water Department Equipment	$7,658	N/A	$250
Weapons	$37,800	N/A	$250
Comprehensive Crime Coverage			
Employee Dishonesty Blanket/Faithful Performance	$100,000	N/A	N/A
Computer Fraud	$100,000	N/A	N/A
Depositors Forgery	$100,000	N/A	N/A

michigan municipal league
Liability & Property Pool

Coverage and Cost Summary
City of Jackson

Effective 07-01-2021 to 07-01-2022

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Funds Transfer Fraud	$100,000	N/A	N/A
Impersonation Fraud	$100,000	N/A	N/A
Money and Securities Inside	$100,000	N/A	N/A
Money and Securities Outside	$100,000	N/A	N/A
Money Orders and Counterfeit Paper	$100,000	N/A	N/A
Bonds			
Bond #: A Treasurer	$100,000	N/A	N/A
Bond #: B Clerk	$100,000	N/A	N/A
Bond #: C Purchasing Director	$100,000	N/A	N/A
Bond #: D DDA Director	$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of $592,328.

Your Team of Experts



James Newman, LUTCF
Account Executive
(517) 243-5865



Michael J. Forster
Pool Administrator
(734) 669-6340



Ellen Skender
248-204-8582



Joan Opett
248-204-8579

Customer Service Representatives



Tracy Mattiello
Claims Supervisor
(248) 204-8094



Rod Pearson
Loss Control Supervisor
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
- ✓ Safety aspects of emergency vehicle operations
- ✓ Accident investigation for supervisors
- ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Jackson Has . . .

- ✓ $ 15,198,311 Annual Payroll
- ✓ $184,917,777 of total values for real and personal property
- ✓ 42 Law enforcement officers
- ✓ 179 Vehicles

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive

.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an ***occurrence* basis with *no aggregate liability limits***:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events ***excluding*** -
  - •Fireworks (unless endorsed)
  - •Liquor Liability
  - • Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
$500,000	Yes
$1,000,000	Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

   NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to $10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- $100,000 Annual Aggregate Sublimit for Sewer and Drain Liability)**
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

"Wrongful Acts", including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials' liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual's right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only <u>one</u> deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
  - ✓ Risk Control Solutions
  - ✓ Safety & Health Manual
  - ✓ Risk Management is Good Management Program
  - ✓ Law Enforcement Newsletters
  - ✓ Access to Safetysurance website -- http://www.safetysurance.com/
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.

- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.

- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.

- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.

- ✓ A Member will follow loss reduction and prevention measures established by the Pool.

- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 13, 2021

SUBJECT: **Changes to the Standard Lighting Contract for Streetlights with Consumers Energy**

Recommendation:

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

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, and other information regarding two light removals in the City.

I recommend adoption of the resolution for the changes to the Standard Lighting Contract for streetlights with Consumers Energy and authorization for the Mayor and City Clerk to execute the associated forms. 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 13, 2021

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

SUMMARY

Attached is an Authorization for Change in Standard Lighting Contract form, a Resolution for City Council Adoption, and additional information from Consumers Energy for light and pole removals.

BUDGETARY CONSIDERATIONS

There is no cost to the City for the removal of these lights.

HISTORY, BACKGROUND and DISCUSSION

Consumers Energy has been the provider of street lights on wooden utility poles in the City for decades. Currently, overhead wires on poles go along the south side of the Amtrak railroad from Ingham Street to Mechanic Street.

DISCUSSION OF THE ISSUE

To allow for the replacement of the Amtrak railroad bridges over Jackson Street and Mechanic Street, Consumer Energy must relocate their overhead wires and remove the poles along the south side of the Amtrak railroad. The existing street lights on the northwest and southwest corner of Louis Glick Highway and Mechanic Street will be removed with the poles.

POSITIONS

I request approval of the attached Resolution and Authorization for Changes to the Standard Lighting Contract for streetlights with Consumers Energy and authorization for the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

Consumers Energy
Count on Us

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED) FORM 547

Contract Number: 100000287787

Consumers Energy Company is authorized as of 3/29/2021, by the City of Jackson, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Jackson, dated 6/1/2010.

Lighting Type:
General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):
1056320514

Construction Work Order Number(s):
38358382

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 6/1/2010 shall remain in full force and effect.

City of Jackson

By: _____
(Signature)

_____
(Printed)

Its _____
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Jackson, dated 6/1/2010, in accordance with the Authorization for Change in Standard Lighting Contract dated 3/29/2021,
heretofore submitted to and considered by this ☐ commission ☐ council ☐ board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Jackson

I, _____, Clerk of the City of Jackson, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

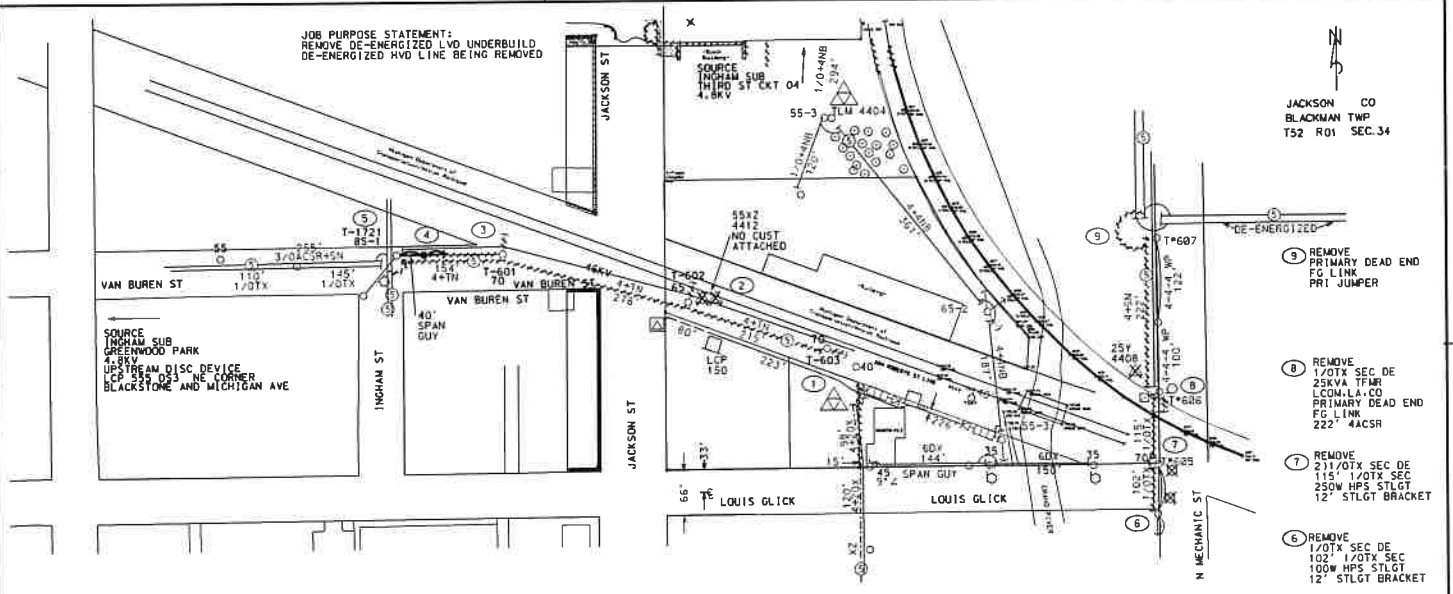
Dated:

Municipal Customer Type: City

_____

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

Number of Luminaires	*Nominal Watts*	*Luminaire Type*	*Fixture Type*	*Fixture Style*	*Install Remove*	*Location*
1	250	HPS	Cobrahead	Cutoff	Remove	LOC 7 nw corner of mechanic and louis glick
1	100	HPS	Cobrahead	Cutoff	Remove	LOC 6 sw corner of mechanic and louis glick



(5)
INSTALL
SPAN GUY ATTACHMENT
PRIMARY LOCATION
EXISTING SECONDARY NEUTRAL LOCATION
FIGURE 22-101-15

REMOVE
2) PRIMARY DEADENDS
2) PRIMARY JUMPERS
2) SA BRACKETS
2) 100A CUTOUTS

(4)
INSTALL
40-4
20K-FG-SPANGUY PRIMARY
ATTACH 11" DOWN FROM TOP
20K-1P SPANGUY SECONDARY
ATTACH AT 27" DOWN FROM TOP
20K-1P-|20'-STE
20K-1P-|
FIGURE 22-420-1 DETAIL B

(3)
REMOVE
S1IN4: 2)PPI
11K-FG-1P-RT NORTHEAST
11K-1P-SPAN GUY
154' 4ACSR 2PHASE

(2)
REMOVE
S8S:2)SP5
278' 4ACSR 2 PHASE
2) LA/CO/SA BRACKETS
2) LA: 2)100A CUTOUTS
11K-FG--1P-RT
2PHASE POWER BANK
50KVA AND 5KVA
CLUSTER MOUNT

(1)
REMOVE
085
2) PRIMARY DEAD ENDS
11K-FG-1P-RT
215' 4ACSR 2PHASE

T-1721 EXISTING
MOUNTING HEIGHTS:

HVD TOP OF POLE 66'1"
HVD TOP ARM 60'11"
HVD BOTTOM ARM 56'6"

A=8'9"

LVD TOP ARM 47'8"
LVD BUCKARM 45'8"
LVD NEUTRAL 29'

CONTACT INFO
3RD PARTY COORDINATOR
DAVE SOUTHWARD
517-673-1072

NOTIFICATION #1056320514

GENERAL NOTES:
LOC 3 & 5
US SIGNAL TOP COMM
COMCAST NEXT COMM
ATT BOTTOM COMM
NOTIFIED 3/8/2021 NJUNS #4601370

HVD CREWS TO COMPLETE
THE LVD REMOVAL

-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.
Signed _____ in Direct Charge of Work
Dates: Started _____ Completed _____
MISS DIG NUMBER: _____ DATE: _____

STAKED	☐ YES	☐ NO	
TREES	☐ YES	☐ NO	
TLM NUMBER	# OF RODS	OHMS	
52013443			

Consumers Energy — A CMS Energy Company — ELECTRIC
DESIGNED BY DASOUTHW 03/03/21
APPROVED BY DATE
SHEET OF SCALE

THDPY21 Mdot/Amtrak bridges remove line
For: LOUIS GLICK BETWEEN JACKSON ST AND MECHA
CW NO. 100005170842
SUBSTATION INGHAM NO NO. 0703
CIRCUIT GREENWOOD CAT NO. 05 LCP NO.

ORDER TYPE	ACTIVITY TYPE	DESIGN NUMBER
ERET	OHL	11219535

DESIGN FILE NAME: 11219535.001
T R S 52 01 34

ELECTRIC CAD TITLE BLOCK FIX221 10-30-2008
SHEET C

Consumers Energy
Count on Us
A CMS Energy Company

CEM Support Center
Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

June 3, 2021

NOTIFICATION #:
1056320514

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON, MI 49201-1315

REFERENCE: UNDERBUILD ALNG MDOT RAIL BTWN INGHAM AND MECHANIC,

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:	
Winter Construction Costs:	$ -
Installation Charge:	$ -
Additional Costs	
Total Estimated Cost:	$ -
Less Prepayment Received:	$ -
Total Estimated Cost Due:	$ -

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

David Southward at 517-788-2400

Consumers Energy
Count on Us®

A CMS Energy Company

CEM Support Center
Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: *POBoxCEServiceRequest@cmsenergy.com*	
☐	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
☑	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
☐	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
☑	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
☐	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
☐	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
☐	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
☐	OTHER:

NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1056320514

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 13, 2021

SUBJECT: 2021/2022 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 not anticipated in the development and approval of the fiscal year 2021/2022 budget. However, funds to support the increase will be made available as a result of the federal award received from American Rescue Plan Act of 2021. The last previously approved nonunion wage increase was effective July 1, 2019.

I recommend approval and this change to be retroactive to July 1, 2021. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Assistant Finance Director

DATE: July 13, 2021

RECOMMENDATION: 2021/2022 Nonunion Pay Scale

SUMMARY

The Personnel and Labor Relations Department respectfully requests the adoption of the Nonunion employee pay scale.

BUDGETARY CONSIDERATIONS

Wage increases for Nonunion personnel were not considered when drafting and approving the fiscal year 2021/2022 budget due to financial constraints brought about from the recent COVID pandemic. Funding to support the requested wage increase has subsequently been identified and will be made available as a result of the award received from the American Rescue Plan Act of 2021, signed into law on March 11, 2021. The last approved nonunion wage increase was effective July 1, 2019.

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 14% increase to match the wage increases the POLC-S personnel have received since 2001.

DISCUSSION OF THE ISSUE

The attached wage scale is reflective of a 3% increase at each pay grade and step. This will result in an increase in wages of approximately $137,000 plus related employer payroll expenses of approximately $15,000 (total budgetary increase of approximately $152,000).

POSITIONS

Recommend approval.

ATTACHMENT

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, 2021, 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, 2021. 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 507 is hereby repealed as of July 1, 2021.

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 July 1, 2021.

_____

Derek J. Dobies, Mayor

_____

Andrea Muray, City Clerk

SCHEDULE I
Administrative and Supervisory Employee
Pay Rates

Effective: **7/1/2021**
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	38,003	38,650	39,295	40,625	42,006	43,431	44,906	46,427	48,006	49,632	51,318
	Bi-Weekly	1,461.65	1,486.54	1,511.35	1,562.50	1,615.62	1,670.42	1,727.15	1,785.65	1,846.38	1,908.92	1,973.77
	Hourly	18.2706	18.5818	18.8919	19.5313	20.1953	20.8803	21.5894	22.3206	23.0798	23.8615	24.6721
5	Annual	40,180	40,864	41,547	42,950	44,401	45,907	47,457	49,069	50,731	52,446	54,222
	Bi-Weekly	1,545.38	1,571.69	1,597.96	1,651.92	1,707.73	1,765.65	1,825.27	1,887.27	1,951.19	2,017.15	2,085.46
	Hourly	19.3173	19.6461	19.9745	20.6490	21.3466	22.0706	22.8159	23.5909	24.3899	25.2144	26.0683
6	Annual	42,361	43,076	43,791	45,273	46,801	48,382	50,019	51,708	53,456	55,258	57,126
	Bi-Weekly	1,629.27	1,656.77	1,684.27	1,741.27	1,800.04	1,860.85	1,923.81	1,988.77	2,056.00	2,125.31	2,197.15
	Hourly	20.3659	20.7096	21.0534	21.7659	22.5005	23.2606	24.0476	24.8596	25.7000	26.5664	27.4644
7	Annual	44,780	45,544	46,304	47,883	49,510	51,198	52,936	54,740	56,595	58,524	60,518
	Bi-Weekly	1,722.31	1,751.69	1,780.92	1,841.65	1,904.23	1,969.15	2,036.00	2,105.38	2,176.73	2,250.92	2,327.62
	Hourly	21.5289	21.8961	22.2615	23.0206	23.8029	24.6144	25.4500	26.3173	27.2091	28.1365	29.0953
8	Annual	47,442	48,251	49,059	50,733	52,464	54,251	56,098	58,011	59,986	62,032	64,150
	Bi-Weekly	1,824.69	1,855.81	1,886.88	1,951.27	2,017.85	2,086.58	2,157.62	2,231.19	2,307.15	2,385.85	2,467.31
	Hourly	22.8086	23.1976	23.5860	24.3909	25.2231	26.0823	26.9703	27.8899	28.8394	29.8231	30.8414
9	Annual	49,141	50,074	51,009	52,948	54,960	57,047	59,214	61,472	63,801	66,227	68,746
	Bi-Weekly	1,890.04	1,925.92	1,961.88	2,036.46	2,113.85	2,194.12	2,277.46	2,364.31	2,453.88	2,547.19	2,644.08
	Hourly	23.6255	24.0740	24.5235	25.4558	26.4231	27.4265	28.4683	29.5539	30.6735	31.8399	33.0510
10	Annual	52,528	53,531	54,530	56,614	58,779	61,016	63,350	65,768	68,277	70,884	73,587
	Bi-Weekly	2,020.31	2,058.88	2,097.31	2,177.46	2,260.73	2,346.77	2,436.54	2,529.54	2,626.04	2,726.31	2,830.27
	Hourly	25.2539	25.7360	26.2164	27.2183	28.2591	29.3346	30.4568	31.6193	32.8255	34.0789	35.3784
11	Annual	55,917	56,979	58,037	60,246	62,527	64,900	67,364	69,919	72,572	75,328	78,187
	Bi-Weekly	2,150.65	2,191.50	2,232.19	2,317.15	2,404.88	2,496.15	2,590.92	2,689.19	2,791.23	2,897.23	3,007.19
	Hourly	26.8831	27.3938	27.9024	28.9644	30.0610	31.2019	32.3865	33.6149	34.8904	36.2154	37.5899
12	Annual	59,550	60,678	61,808	64,155	66,591	69,115	71,742	74,464	77,292	80,228	83,273
	Bi-Weekly	2,290.38	2,333.77	2,377.23	2,467.50	2,561.19	2,658.27	2,759.31	2,864.00	2,972.77	3,085.69	3,202.81
	Hourly	28.6298	29.1721	29.7154	30.8438	32.0149	33.2284	34.4914	35.8000	37.1596	38.5711	40.0351
13	Annual	63,417	64,630	65,843	68,356	70,959	73,670	76,479	79,398	82,427	85,573	88,836
	Bi-Weekly	2,439.12	2,485.77	2,532.42	2,629.08	2,729.19	2,833.46	2,941.50	3,053.77	3,170.27	3,291.27	3,416.77
	Hourly	30.4890	31.0721	31.6553	32.8635	34.1149	35.4183	36.7688	38.1721	39.6284	41.1409	42.7096
14	Annual	67,296	68,574	69,853	72,514	75,268	78,132	81,096	84,189	87,391	90,712	94,162
	Bi-Weekly	2,588.31	2,637.46	2,686.65	2,789.00	2,894.92	3,005.08	3,119.08	3,238.04	3,361.19	3,488.92	3,621.62
	Hourly	32.3539	32.9683	33.5831	34.8625	36.1865	37.5635	38.9885	40.4755	42.0149	43.6115	45.2703
15	Annual	70,928	72,273	73,619	76,423	79,328	82,350	85,480	88,732	92,110	95,611	99,251
	Bi-Weekly	2,728.00	2,779.73	2,831.50	2,939.35	3,051.08	3,167.31	3,287.69	3,412.77	3,542.69	3,677.35	3,817.35
	Hourly	34.1000	34.7466	35.3938	36.7419	38.1385	39.5914	41.0961	42.6596	44.2836	45.9669	47.7169

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	74,557	75,975	77,393	80,339	83,395	86,567	89,856	93,275	96,824	100,506	104,329
	Bi-Weekly	2,867.58	2,922.12	2,976.65	3,089.96	3,207.50	3,329.50	3,456.00	3,587.50	3,724.00	3,865.62	4,012.65
	Hourly	35.8448	36.5265	37.2081	38.6245	40.0938	41.6188	43.2000	44.8438	46.5500	48.3203	50.1581
17	Annual	78,187	79,674	81,160	84,250	87,448	90,781	94,232	97,820	101,542	105,404	109,412
	Bi-Weekly	3,007.19	3,064.38	3,121.54	3,240.38	3,363.38	3,491.58	3,624.31	3,762.31	3,905.46	4,054.00	4,208.15
	Hourly	37.5899	38.3048	39.0193	40.5048	42.0423	43.6448	45.3039	47.0289	48.8183	50.6750	52.6019
18	Annual	82,062	83,628	85,193	88,446	91,825	95,330	98,972	102,754	106,679	110,754	114,982
	Bi-Weekly	3,156.23	3,216.46	3,276.65	3,401.77	3,531.73	3,666.54	3,806.62	3,952.08	4,103.04	4,259.77	4,422.38
	Hourly	39.4529	40.2058	40.9581	42.5221	44.1466	45.8318	47.5828	49.4010	51.2880	53.2471	55.2798
19	Annual	86,660	88,307	89,955	93,378	96,933	100,620	104,448	108,424	112,548	116,828	121,272
	Bi-Weekly	3,333.08	3,396.42	3,459.81	3,591.46	3,728.19	3,870.00	4,017.23	4,170.15	4,328.77	4,493.38	4,664.31
	Hourly	41.6635	42.4553	43.2476	44.8933	46.6024	48.3750	50.2154	52.1269	54.1096	56.1673	58.3039
20	Annual	91,260	93,001	94,742	98,353	102,101	105,995	110,039	114,235	118,594	123,113	127,810
	Bi-Weekly	3,510.00	3,576.96	3,643.92	3,782.81	3,926.96	4,076.73	4,232.27	4,393.65	4,561.31	4,735.12	4,915.77
	Hourly	43.8750	44.7120	45.5490	47.2851	49.0870	50.9591	52.9034	54.9206	57.0164	59.1890	61.4471
21	Annual	123,600	126,690	129,780	132,870	135,960	139,050	142,140	145,230	148,320	151,410	154,500
	Bi-Weekly	4,753.85	4,872.69	4,991.54	5,110.38	5,229.23	5,348.08	5,466.92	5,585.77	5,704.62	5,823.46	5,942.31
	Hourly	59.4231	60.9086	62.3943	63.8798	65.3654	66.8510	68.3365	69.8221	71.3078	72.7933	74.2789
22	Annual	134,106	139,990	144,494	149,983	155,681	161,600	167,740	174,114	180,731	187,598	194,844
	Bi-Weekly	5,157.92	5,384.23	5,557.46	5,768.58	5,987.73	6,215.38	6,451.54	6,696.69	6,951.19	7,215.31	7,494.00
	Hourly	64.4740	67.3029	69.4683	72.1073	74.8466	77.6923	80.6443	83.7086	86.8899	90.1914	93.6750

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: Jackson Brownfield Redevelopment Authority (JBRA)

DATE: July 13th , 2021

SUBJECT: Approve a resolution in support for a Brownfield Plan for 241 West Michigan Avenue, (Commonwealth and Associates, Inc). Parcel ID 4-01400000

Recommendation:

Hold the public hearing and receive public comment on the Brownfield Plan for the redevelopment of 241 West Michigan Avenue (Commonwealth and Associates, Inc), parcel ID 4-01400000 and approve the resolution in support. Also approve the Redevelopment and Reimbursement Agreement for 241 West Michigan Avenue (Commonwealth and Associates, Inc), Parcel ID 4-01400000.

On June 9th, 2021, the Jackson Brownfield Redevelopment Authority voted to recommended approval of the Brownfield Plan, Interlocal Agreement with the DDA and the Redevelopment and Reimbursement Agreement for the redevelopment 241 West Michigan Avenue (Commonwealth and Associates, Inc), parcel ID 4-01400000.

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

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, NEO Director

DATE: Council Meeting- July 13th, 2021

RECOMMENDATION: Consider the requested 15 year Brownfield Plan and Redevelopment and Reimbursement Agreement for 241 West Michigan Avenue (Commonwealth and Associates, Inc).

SUMMARY

On June 9th, 2021 the Jackson Brownfield Redevelopment Authority voted to recommend approval of the Brownfield Plan, Interlocal Agreement with the DDA and Redevelopment and Reimbursement Agreement for the redevelopment of 241 West Michigan Avenue (Commonwealth and Associates, Inc). The redevelopment project consists of the renovation a four-story building in downtown Jackson. This renovation will result in the building becoming the headquarters for a Jackson-based engineering firm. The project will result in the creation of 60 new jobs over the next three years. Approximately 120 employees will be housed in the new headquarters, supporting downtown businesses, and adding income tax revenues for the City of Jackson.

BUDGETARY CONSIDERATIONS

The Downtown Development Authority (DDA) intends to forego collection of tax increment allowed in its Tax Increment Financing Plan in favor of this Brownfield Plan. This interlocal cooperation between the BRA and DDA greatly assists this project and enhances the City's commitment to the project, which in turn leverages support from the Michigan Economic Development Corporation's Business Development Program. For the purposes of this plan, the initial taxable value will be the value of the eligible property established at the time this Plan is adopted (i.e., the 2021 taxable value). At the time of this Plan adoption, the property is valued at $539,100. Construction activities are anticipated to begin in 2021 and be completed in 2022, such that the first tax increment is expected with the 2022 summer and winter taxes. This is projected to be the first year of tax capture under this plan though the taxable value in that year might not yet represent the full projected taxable value upon completion of the project. The estimated taxable value of real property upon completion of the project is $1,125,000. An annual increase in taxable value is projected for each subsequent year. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction

• Initial Taxable Value: $539,100 • Future Taxable Value (Projected): $1,125,000 • Annual Total Tax Increment Revenues (School): $14,000 (approximately) • Annual Total Tax Increment Revenues (Local): $23,000 (approximately) • Annual Total Tax Increment Revenues (DDA): $17,700 (approximately) • Estimated Years to Reimburse Eligible Costs: 15 • Maximum Amount of Eligible Activities to be reimbursed: $528,282 • Current Local and School Tax Revenues (to continue during term of Plan): $33,300 • DDA revenues (to continue during term of Plan): $16,000 (approximately) • Amounted to be Deposited in State Revolving Fund (Estimated): $30,068 • Amount to be Deposited in Local Brownfield Revolving Fund (Estimated): $171,162 • Estimated Annual City Income Tax Revenues $65,000

HISTORY, BACKGROUND and DISCUSSION

The Project Site consists of one parcel of land that was previously the downtown branch for Comerica Bank. The site was declared functionally obsolete by the local assessor and thus is an “eligible property” under Act 381. The finding of functional obsolescence is based on outdated mechanical building systems, inadequate electrical and IT systems, and the presence of asbestos-containing building materials.

The project is the redevelopment of a four-story 31,954 square-foot former bank building into the headquarters for a Jackson based engineering firm Commonwealth and Associates Inc. This project will bring 120 high-paying jobs into the downtown Jackson area. The total investment anticipated for the redevelopment is approximately $8.0 million. This includes significant upgrades to the building’s structure, architecture, façade and mechanical systems. Also included in this cost is new IT systems, fixtures and furnishings, architecture and engineering services

The project will result in the creation of 60 new jobs over the next three years. Approximately 120 employees will be housed in the new headquarters, supporting downtown businesses, and adding income tax revenues for the City of Jackson.

Tax increment revenues will be captured for reimbursement from local and school tax increment revenues as available. Preparation of an Act 381 Work Plan for the approval of school tax capture is included for the eligible activities that require such approval. Eligible activities that are statutorily eligible for reimbursement with both local and school tax increment revenues include the Phase I Environmental Site Assessment (ESA) and survey for asbestos containing materials. The Phase I ESA was financed by the City of Jackson at a cost of $2,500. The asbestos survey was completed by the Developer at a cost of $475. The project includes “non-environmental costs” that are eligible for reimbursement through the Brownfield Plan. These will be reimbursed with both school and local taxes following approval of an Act 381 Work Plan which will allow the capture of the school tax increment revenues. Partial building demolition and site demolition costs are eligible. Interior building demolition costs are estimated at $165,093 including equipment, labor, and material removal. Prior to demolition, it will be necessary to remove and properly dispose of asbestos-containing building materials. The cost for removal of these materials including labor, disposal, and air monitoring is $278,652. 15% of eligible activity costs are included as a contingency in this Brownfield Plan, a total of $66,562.3 The development of the Brownfield Plan and Act 381 Work Plan is also an eligible activity, estimated at a cost of $15,000 completed by the developer. Administrative expenses will be paid for over the term of the plan with local-only tax increment revenues, currently estimated at 5% of the available tax increment. The total of the estimated brownfield eligible activity costs, including contingencies is estimated at $528,282.

POSITIONS

Following the public hearing, for which all taxing jurisdictions were notified, the Council may consider adoption of the Resolution authorizing the Brownfield Plan reimbursement for Commonwealth and Associates, Inc. Staff recommends approval

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

CITY OF JACKSON

Fact Sheet for Project Vault Brownfield Plan
241 West Michigan Avenue, Jackson, Michigan

The redevelopment project consists of the renovation a four-story building in downtown Jackson. The site is located at 241 West Michigan Avenue, Jackson, Michigan. This renovation will result in the building becoming the headquarters for a Jackson-based engineering firm. The project will result in the creation of 60 new jobs over the next three years. Approximately 120 employees will be housed in the new headquarters, supporting downtown businesses, and adding income tax revenues for the City of Jackson.

Project Name: Vault

- Initial Taxable Value: **$539,100**
- Future Taxable Value (Projected): **$1,125,000**
- Annual Total Tax Increment Revenues (School): **$14,000 (approximately)**
- Annual Total Tax Increment Revenues (Local): **$23,000 (approximately)**
- Annual Total Tax Increment Revenues (DDA): **$17,700 (approximately)**
- Estimated Years to Reimburse Eligible Costs: **15**
- Maximum Amount of Eligible Activities to be reimbursed: **$528,282**
- Current Local and School Tax Revenues (to continue during term of Plan): **$33,300**
- DDA revenues (to continue during term of Plan): **$16,000 (approximately)**
- Amounted to be Deposited in State Revolving Fund (Estimated): **$30,068**
- Amount to be Deposited in Local Brownfield Revolving Fund (Estimated): **$171,162**
- Estimated Annual City Income Tax Revenues **$65,000**

To support the project, it is essential that the DDA enter into an Interlocal Agreement with the Brownfield Redevelopment Authority to allow the BRA to collect and disburse the tax increment for this project. The DDA will continue to collect revenues on the current value of the property – approximately $16,000 annually. The DDA's collaboration and support for this project would forego the increased tax revenues (approximately $17,700 annually) for a projected period of up to 15 years.

The City's support through a Brownfield Plan secures support from the State of Michigan's Business Development Program which provides an incentive to the project based on job creation. One of the driving reasons behind the creation of the Anchor Initiative (which Commonwealth has been involved with since the inception) was to help create a more desirable downtown to live, work, and play which in turn would make Jackson a more attractive place to recruit new talent. Consumers Energy & HFAH both have experienced challenges in recruiting (and retaining) talent to Jackson and they were two of the largest proponents and organizers of the Anchor initiative. Commonwealth on a smaller scale is recruiting the same type of candidates and has experienced the same challenges. Our commitment to downtown is a strategic move to help us attract more college graduate talent to our HQ which in turn will benefit the local businesses.

CITY OF JACKSON
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

FOR

PROJECT VAULT
FORMER COMERICA BUILDING
241 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

Approved by the Brownfield Redevelopment Authority on:
Approved by the City Council on:

Prepared with the assistance of:

ENVIROLOGIC TECHNOLOGIES, INC.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(269) 342-1100

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NOTICE TO TAXING JURISDICTIONS
RESOLUTION APPROVING A BROWNFIELD PLAN
DEVELOPMENT AND REIMBURSEMENT AGREEMENT
SIGNED AFFIDAVIT FOR FUNCTIONAL OBSOLESCENCE

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30+ years

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN FOR
PROJECT VAULT
FORMER COMERICA BUILDING
241 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

1. INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Envirologic has prepared this Brownfield Plan on behalf of the City of Jackson Brownfield Redevelopment Authority for a single parcel of land located in the downtown area of the City of Jackson (Exhibits, Figure 1). The project is the redevelopment of a four-story 31,954 square-foot former bank building into the headquarters for a Jackson-based Engineering Firm. This project will bring 120 high-paying jobs into the downtown Jackson area.

The total investment anticipated for the redevelopment is approximately $8.0 million. This includes significant upgrades to the building's structure, architecture, façade and mechanical systems. Also included in this cost is new IT systems, fixtures and furnishings, architecture and engineering services.

The purpose of this plan, to be implemented by the City of Jackson Brownfield Redevelopment Authority, is to satisfy the requirements for a Brownfield Plan as specified in Act 381 of the Public Acts of the State of Michigan of 1996, as amended, MCL 125.2651 et. seq., which is known as the "Brownfield Redevelopment Financing Act." Terms used in this document are as defined in Act 381.

1.2 Eligible Property Information

The Project Site consists of one parcel of land. The site has also been declared functionally obsolete by the local assessor and thus is an "eligible property" under the Act. The finding of functional obsolescence is based on outdated mechanical building systems, inadequate electrical and IT systems, and the presence of asbestos-containing building materials. The Assessor's Statement of Obsolescence is attached.

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30+ years

The following parcel of property is subject to this Plan:

Parcel ID 4-014000000
241 West Michigan Avenue, Jackson, MI
0.3 Acres

2. INFORMATION REQUIRED BY SECTION 13[2] OF THE STATUTE

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by the developer (Commonwealth Associates or their affiliates) and the City of Jackson Brownfield Redevelopment Authority. Tax increment revenues will be captured for reimbursement from local and school tax increment revenues as available. Preparation of an Act 381 Work Plan for the approval of school tax capture is included for the eligible activities that require such approval.

Eligible activities that are statutorily eligible for reimbursement with both local and school tax increment revenues include the Phase I Environmental Site Assessment (ESA) and survey for asbestos containing materials. The Phase I ESA was financed by the City of Jackson at a cost of $2,500. The asbestos survey was completed by the Developer at a cost of $475.

The project includes “non-environmental costs” that are eligible for reimbursement through the Brownfield Plan. These will be reimbursed with both school and local taxes following approval of an Act 381 Work Plan which will allow the capture of the school tax increment revenues.

Partial building demolition and site demolition costs are eligible. Interior building demolition costs are estimated at $165,093 including equipment, labor, and material removal.

Prior to demolition, it will be necessary to remove and properly dispose of asbestos-containing building materials. The cost for removal of these materials including labor, disposal, and air monitoring is $278,652.

15% of eligible activity costs are included as a contingency in this Brownfield Plan, a total of $66,562.

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The development of the Brownfield Plan and Act 381 Work Plan is also an eligible activity, estimated at a cost of $15,000 completed by the developer.

Administrative expenses will be paid for over the term of the plan with local-only tax increment revenues, currently estimated at 5% of the available tax increment.

The total of the estimated brownfield eligible activity costs, including contingencies is estimated at $528,282.

Eligible costs are detailed in Table 1.

2.2 Summary of Eligible Activities

Eligible activities include Michigan Department of Environment, Great Lakes, and Energy (EGLE) Pre-Approved Activities that consist of a Phase I Environmental Site Assessment and a survey for asbestos containing building materials.

Non-environmental eligible costs include building demolition. Eligible activities as part of building demolition consist of interior demolition and removal of windows and other façade components. Abatement of asbestos-containing building materials will also be conducted prior to the demolition activities.

A contingency of 15% of eligible activity costs are an eligible activity to accommodate unforeseen circumstances, variability in volume estimates, and refinement in contractor costs not yet secured.

The development of the Brownfield Plan and Act 381 Work Plan is also an eligible activity.

The administrative costs of the Brownfield Redevelopment Authority are an eligible cost.

Eligible activities are itemized in Table 1.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The Downtown Development Authority (DDA) intends to forego collection of tax increment allowed in its Tax Increment Financing Plan in favor of this Brownfield Plan. This interlocal cooperation between the BRA and DDA greatly assists this project and enhances the City's

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30+ years

commitment to the project, which in turn leverages support from the Michigan Economic Development Corporation's Business Development Program.

For the purposes of this plan, the initial taxable value will be the value of the eligible property established at the time this Plan is adopted (i.e., the 2021 taxable value). At the time of this Plan adoption, the property is valued at $539,100. Construction activities are anticipated to begin in 2021 and be completed in 2022, such that the first tax increment is expected with the 2022 Summer and Winter taxes. This is projected to be the first year of tax capture under this plan though the taxable value in that year might not yet represent the full projected taxable value upon completion of the project. The estimated taxable value of real property upon completion of the project is $1,125,000. An annual increase in taxable value is projected for each subsequent year.

The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Tables 2 and 3).

Personal property will not be captured as part of this plan.

2.4 Method of Financing and Description of Advances by the Municipality

All eligible activities are being financed by the developer except for completion of the Phase I Environmental Site Assessment completed by the City of Jackson. No advances by the municipality have been made or are anticipated.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin capture of tax increment in 2022, after the property is improved. This plan will then remain in place until the eligible activities have been fully reimbursed or 30 years, whichever occurs sooner.

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2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Table 2 (Tax Capture) and Table 3 (Reimbursement Schedule).

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The Project Site consists of one parcel of land. The property has been designated "Functional Obsolete" by the local assessor and is thus an eligible property.

The parcel of property subject to this Brownfield Plan is:

Parcel ID: 4-014000000
Address: 241 West Michigan Avenue, Jackson, MI
Acreage: 0.3 Acres
Legal Description: 0142, 0143 W 66 FT OF LOTS 5 & 6 & W 33 FT OF LOTS 3 & 4 B1S R1W
THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

This Brownfield Plan does not intend to capture tax increment revenues associated with personal property tax.

2.9 Estimates of Residents and Displacement of Families

There will be no displacement of residents or families to complete the project.

2.10 Plan for Relocation of Displaced Persons

Not applicable.

2.11 Provisions for Relocation Costs

Not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

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30+ years

2.13 Other Material that the Authority or Governing Body Considers Pertinent

Not applicable.

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EXHIBITS

FIGURE 1: *Location Map*
FIGURE 2: *Site Plan*

SCHEDULES/TABLES

TABLE 1: SUMMARY OF ELIGIBLE COSTS
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TABLE 3: ESTIMATED REIMBURSEMENT SCHEDULE

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SIGNED AFFIDAVIT FOR FUNCTIONAL OBSOLESCENCE

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EXHIBITS

Figure 1: Location Map
Figure 2: Site Plan

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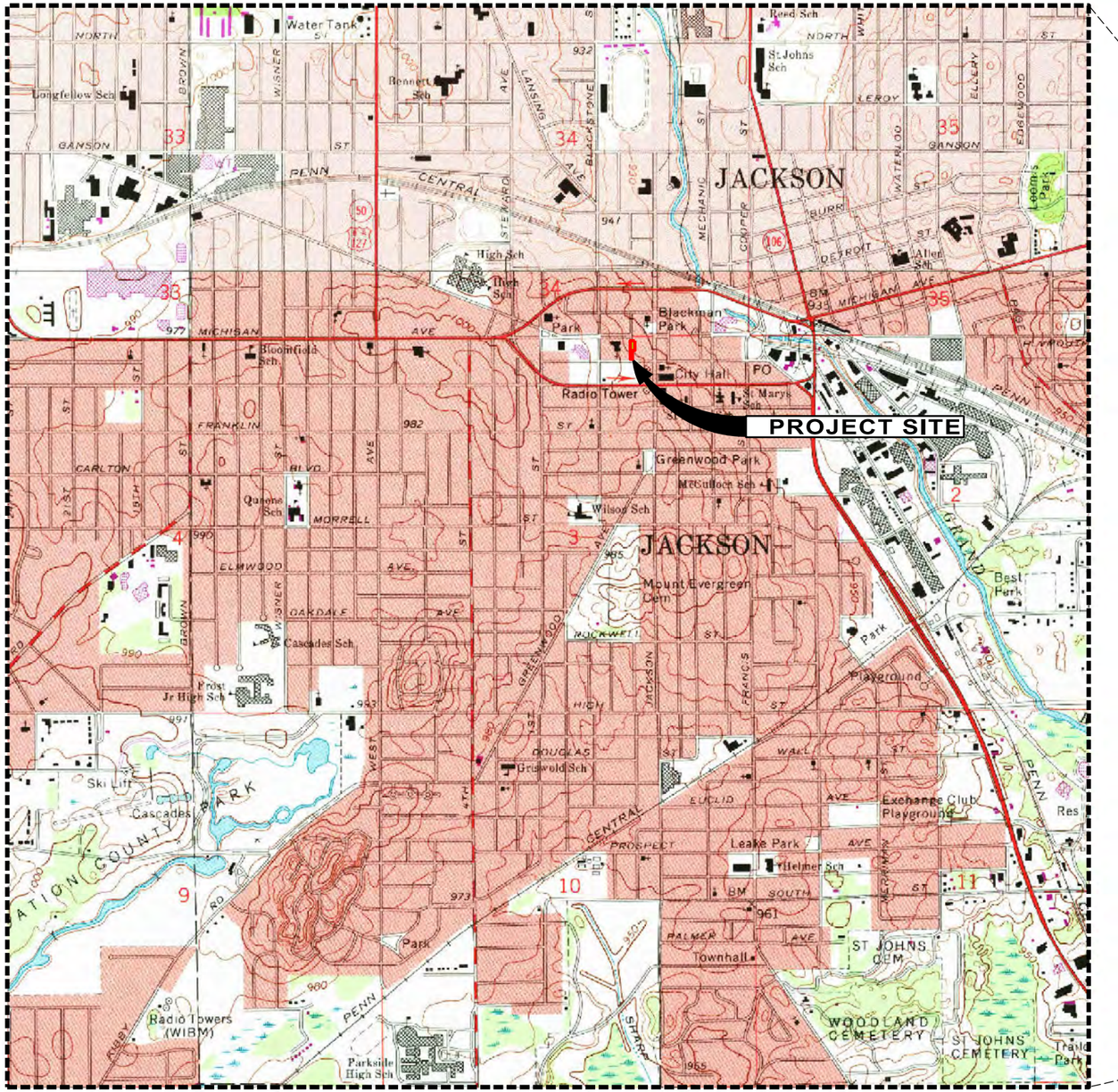
JACKSON
PROJECT SITE
Radio Tower
Blackman Park
City Hall
PO
Greenwood Park
Mount Evergreen Cem
Best Park
Playground
Exchange Club Playground
Leake Park
Townhall
ST JOHNS CEM
WOODLAND CEMETERY
ST JOHNS CEMETERY
Cascades
Ski Lift
Radio Towers (WIBM)
Parkside High Sch
Jr High Sch
Cascades Sch
Wilson Sch
McCulloch Sch
Greswold Sch
Hillelmer Sch
St Johns Sch
Reed Sch
Bennett Sch
Longfellow Sch
Bloomfield Sch
Allen Sch
St Marys Sch
Loomis Park
Water Tank
MICHIGAN AVE
PENN CENTRAL
GANSON ST
FRANKLIN BLVD
CARLTON ST
ELMWOOD AVE
OAKDALE AVE
PROSPECT ST
EUCLID AVE
PALMER AVE
DETROIT ST
GRAND RIVER
HIGH ST
WALL ST
SOUTH ST
NORTH ST
LEROY ST
WATERLOO ST
BURR ST
MECHANIC ST
COOPER ST
STEWARD ST
LANSING AVE
BLACKSTONE AVE
WISNER ST
BROWN ST
MORRELL ST
JACKSON ST
FRANCIS ST
GREENWOOD AVE
EDGEWOOD ST
ELLERY ST
WHITING ST
MERRIMAN ST
RUBY ST
SHARP ST
DOUGLAS ST
RUCKWELL ST
WEST ST
ATION COUNTY PARK RD
BM 935
BM 961
Park
Res
Trailer Park
932
941
977
982
990
995
963
997
973
980
965
1000
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2750
2800
2850
2900
2950



N

SCALE 1" = 30'

0 5 10 20 30 60

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

COMMERCIAL PROPERTY

241 WEST MICHIGAN AVE.
JACKSON, MI 49201

SITE PLAN

envirologic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
200171

FIGURE No.
2

000000 AAAAAA File: Model:

SCHEDULES/TABLES

Table 1: Summary of Eligible Costs
Table 2: Estimate of Total Captured Incremental Taxes by Year and Taxing Jurisdiction
Table 3: Estimated Reimbursement Schedule

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Table 1: Summary of Eligible Costs

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	**Cost**	**Completion Season/Year**
Department Specific Activities	**$2,975**	
Phase I Environmental Site Assessment and BEA	$2,500	2020
Asbestos Survey	$475	2020
EGLE Eligible Activities Sub-Total	**$2,975**	
Contingency (Indicate %)	**$0**	
Interest (Indicate %)	**$0**	
Brownfield Plan and/or Work Plan Preparation	**$0**	
Brownfield Plan and/or Work Plan Implementation	**$0**	
EGLE Eligible Activities Total Costs	**$2,975**	

MSF Eligible Activities Costs and Schedule		
MSF Eligible Activities	**Cost**	**Completion Season/Year**
Demolition Sub-Total	**$165,093**	
Building Demolition	$165,093	2021
Lead, Asbestos, Mold Abatement Sub-Total	**$278,652**	
Asbestos Abatement Activities	$278,652	2021
MSF Eligible Activities Sub-Total	**$443,745**	
Contingency (15 %)	**$66,562**	
Interest (0 %)	**$0**	
Brownfield Plan and/or Work Plan Preparation	**$15,000**	2020-01
Brownfield Plan and/or Work Plan Implementation	**$0**	
MSF Eligible Activities Total Costs	**$525,307**	

Local–only Eligible Activities Costs and Schedule		
Eligible Activities	**Cost**	**Completion Season/Year**
Environmental Sub-Total	**$0**	
Non-Environmental Sub-Total	**$0**	
Eligible Activities Sub-Total	**$0**	
Contingency (0 %)	**$0**	
Interest (0 %)	**$0**	
Brownfield Plan and/or Work Plan Preparation	**$0**	
Brownfield Plan and/or Work Plan Implementation	**$29,451**	2021-36
Eligible Activities Total Costs	**$29,451**	

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Table 2.
Tax Increment Revenue Capture Estimates for All Land, Land Improvements and Buildings
Project Vault
241 W Michigan
Jackson, Michigan
04/24/2021

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
*Base Taxable Value	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100
Estimated New TV	$ 1,125,000	$ 1,136,250	$ 1,147,613	$ 1,159,089	$ 1,170,680	$ 1,182,386	$ 1,194,210	$ 1,206,152	$ 1,218,214	$ 1,230,396	$ 1,242,700	#########	#########	#########	#########	#########	#########	#########	#########	#########
Incremental Difference (New TV - Base TV)	**$ 585,900**	**$ 597,150**	**$ 608,513**	**$ 619,989**	**$ 631,580**	**$ 643,286**	**$ 655,110**	**$ 667,052**	**$ 679,114**	**$ 691,296**	**$ 703,600**	**$ 716,027**	**$ 728,578**	**$ 741,255**	**$ 754,058**	**$ 766,990**	**$ 780,051**	**$ 793,242**	**$ 806,566**	**$ 820,023**
School Capture	Millage Rate																			
State Education Tax (SET)	6.0000	$ 3,515	$ 3,583	$ 3,651	$ 3,720	$ 3,789	$ 3,860	$ 3,931	$ 4,002	$ 4,075	$ 4,148	$ 4,222	$ 4,296	$ 4,371	$ 4,448	$ 4,524	$ -	$ -	$ -	$ -	$ -
School Operating Tax	17.8920	$ 10,483	$ 10,684	$ 10,888	$ 11,093	$ 11,300	$ 11,510	$ 11,721	$ 11,935	$ 12,151	$ 12,369	$ 12,589	$ 12,811	$ 13,036	$ 13,263	$ 13,492	$ -	$ -	$ -	$ -	$ -
School Total	**23.8920**	**$ 13,998**	**$ 14,267**	**$ 14,539**	**$ 14,813**	**$ 15,090**	**$ 15,369**	**$ 15,652**	**$ 15,937**	**$ 16,225**	**$ 16,516**	**$ 16,810**	**$ 17,107**	**$ 17,407**	**$ 17,710**	**$ 18,016**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Capture	Millage Rate																			
City Operating	6.7158	$ 3,935	$ 4,010	$ 4,087	$ 4,164	$ 4,242	$ 4,320	$ 4,400	$ 4,480	$ 4,561	$ 4,643	$ 4,725	$ 4,809	$ 4,893	$ 4,978	$ 5,064	$ 5,151	$ 5,239	$ 5,327	$ 5,417	$ 5,507
City Pub Impr.	1.9187	$ 1,124	$ 1,146	$ 1,168	$ 1,190	$ 1,212	$ 1,234	$ 1,257	$ 1,280	$ 1,303	$ 1,326	$ 1,350	$ 1,374	$ 1,398	$ 1,422	$ 1,447	$ 1,472	$ 1,497	$ 1,522	$ 1,548	$ 1,573
City Pol/Fire	9.5100	$ 5,572	$ 5,679	$ 5,787	$ 5,896	$ 6,006	$ 6,118	$ 6,230	$ 6,344	$ 6,458	$ 6,574	$ 6,691	$ 6,809	$ 6,929	$ 7,049	$ 7,171	$ 7,294	$ 7,418	$ 7,544	$ 7,670	$ 7,798
Jackson College	1.1390	$ 667	$ 680	$ 693	$ 706	$ 719	$ 733	$ 746	$ 760	$ 774	$ 787	$ 801	$ 816	$ 830	$ 844	$ 859	$ 874	$ 888	$ 904	$ 919	$ 934
Jackson ISD Oper	0.1708	$ 100	$ 102	$ 104	$ 106	$ 108	$ 110	$ 112	$ 114	$ 116	$ 118	$ 120	$ 122	$ 124	$ 127	$ 129	$ 131	$ 133	$ 135	$ 138	$ 140
Jackson ISD Spec	2.3589	$ 1,382	$ 1,409	$ 1,435	$ 1,462	$ 1,490	$ 1,517	$ 1,545	$ 1,574	$ 1,602	$ 1,631	$ 1,660	$ 1,689	$ 1,719	$ 1,749	$ 1,779	$ 1,809	$ 1,840	$ 1,871	$ 1,903	$ 1,934
Jackson ISD SP12	0.7736	$ 453	$ 462	$ 471	$ 480	$ 489	$ 498	$ 507	$ 516	$ 525	$ 535	$ 544	$ 554	$ 564	$ 573	$ 583	$ 593	$ 603	$ 614	$ 624	$ 634
JPS Oper Pub Rec	0.4982	$ 292	$ 298	$ 303	$ 309	$ 315	$ 320	$ 326	$ 332	$ 338	$ 344	$ 351	$ 357	$ 363	$ 369	$ 376	$ 382	$ 389	$ 395	$ 402	$ 409
County Oper	5.0941	$ 2,985	$ 3,042	$ 3,100	$ 3,158	$ 3,217	$ 3,277	$ 3,337	$ 3,398	$ 3,459	$ 3,522	$ 3,584	$ 3,648	$ 3,711	$ 3,776	$ 3,841	$ 3,907	$ 3,974	$ 4,041	$ 4,109	$ 4,177
Med Care	0.2491	$ 146	$ 149	$ 152	$ 154	$ 157	$ 160	$ 163	$ 166	$ 169	$ 172	$ 175	$ 178	$ 181	$ 185	$ 188	$ 191	$ 194	$ 198	$ 201	$ 204
Jail	0.4827	$ 283	$ 288	$ 294	$ 299	$ 305	$ 311	$ 316	$ 322	$ 328	$ 334	$ 340	$ 346	$ 352	$ 358	$ 364	$ 370	$ 377	$ 383	$ 389	$ 396
Senior Svcs	0.6000	$ 352	$ 358	$ 365	$ 372	$ 379	$ 386	$ 393	$ 400	$ 407	$ 415	$ 422	$ 430	$ 437	$ 445	$ 452	$ 460	$ 468	$ 476	$ 484	$ 492
Lifeways	0.4975	$ 291	$ 297	$ 303	$ 308	$ 314	$ 320	$ 326	$ 332	$ 338	$ 344	$ 350	$ 356	$ 362	$ 369	$ 375	$ 382	$ 388	$ 395	$ 401	$ 408
County Parks	0.4982	$ 292	$ 298	$ 303	$ 309	$ 315	$ 320	$ 326	$ 332	$ 338	$ 344	$ 351	$ 357	$ 363	$ 369	$ 376	$ 382	$ 389	$ 395	$ 402	$ 409
Animal Control	0.2491	$ 146	$ 149	$ 152	$ 154	$ 157	$ 160	$ 163	$ 166	$ 169	$ 172	$ 175	$ 178	$ 181	$ 185	$ 188	$ 191	$ 194	$ 198	$ 201	$ 204
Library	1.7508	$ 1,026	$ 1,045	$ 1,065	$ 1,085	$ 1,106	$ 1,126	$ 1,147	$ 1,168	$ 1,189	$ 1,210	$ 1,232	$ 1,254	$ 1,276	$ 1,298	$ 1,320	$ 1,343	$ 1,366	$ 1,389	$ 1,412	$ 1,436
Jackson ISD	4.3720	$ 2,562	$ 2,611	$ 2,660	$ 2,711	$ 2,761	$ 2,812	$ 2,864	$ 2,916	$ 2,969	$ 3,022	$ 3,076	$ 3,130	$ 3,185	$ 3,241	$ 3,297	$ 3,353	$ 3,410	$ 3,468	$ 3,526	$ 3,585
JTA	0.9995	$ 586	$ 597	$ 608	$ 620	$ 631	$ 643	$ 655	$ 667	$ 679	$ 691	$ 703	$ 716	$ 728	$ 741	$ 754	$ 767	$ 780	$ 793	$ 806	$ 820
Local Total	**37.8780**	**$ 22,193**	**$ 22,619**	**$ 23,049**	**$ 23,484**	**$ 23,923**	**$ 24,366**	**$ 24,814**	**$ 25,267**	**$ 25,723**	**$ 26,185**	**$ 26,651**	**$ 27,122**	**$ 27,597**	**$ 28,077**	**$ 28,562**	**$ 29,052**	**$ 29,547**	**$ 30,046**	**$ 30,551**	**$ 31,061**
Non-Capturable Millages	Millage Rate																			
DDA		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Non-Capturable Taxes	**0.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Tax Increment Revenue (TIR) Available for Capture		$ 36,191	$ 36,886	$ 37,588	$ 38,297	$ 39,013	$ 39,736	$ 40,466	$ 41,204	$ 41,949	$ 42,701	$ 43,461	$ 44,229	$ 45,004	$ 45,787	$ 46,578	$ 29,052	$ 29,547	$ 30,046	$ 30,551	$ 31,061

Footnotes:
NOTES:

Estimated Taxable Values provided by City Assessor are preliminary estimates

Table 3
Tax Increment Revenue Reimbursement Allocation Table
Project Vault
241 W Michigan Avenue
Jackson, Michigan
04/24/2021

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**38.7%**	**$ 204,334**		$ 204,334
Local	**61.3%**	**$ 323,948**	**$ -**	$ 323,948
TOTAL				
EGLE	0.6%	$ 2,975	$ -	$ 2,975
MSF	99.4%	$ 525,307	$ -	$ 525,307

Estimated Total Years of Plan:	20

Estimated Capture	
Administrative Fees	$ 29,451
State Brownfield Redevelopment Fund	$ 30,068
Local Brownfield Revolving Fund	$ 171,162

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Total State Incremental Revenue		$ 13,998	$ 14,267	$ 14,539	$ 14,813	$ 15,090	$ 15,369	$ 15,652	$ 15,937	$ 16,225	$ 16,516	$ 16,810	$ 17,107	$ 17,407	$ 17,710	$ 18,016	$ -
State Brownfield Redevelopment Fund (50% of SET)		$ 1,758	$ 1,791	$ 1,826	$ 1,860	$ 1,895	$ 1,930	$ 1,965	$ 2,001	$ 2,037	$ 2,074	$ 2,111	$ 2,148	$ 2,186	$ 2,224	$ 2,262	$ -
State TIR Available for Reimbursement		**$ 12,241**	**$ 12,476**	**$ 12,713**	**$ 12,953**	**$ 13,195**	**$ 13,440**	**$ 13,687**	**$ 13,936**	**$ 14,188**	**$ 14,443**	**$ 14,700**	**$ 14,959**	**$ 15,221**	**$ 15,486**	**$ 15,754**	**$ -**
Total Local Incremental Revenue		$ 22,193	$ 22,619	$ 23,049	$ 23,484	$ 23,923	$ 24,366	$ 24,814	$ 25,267	$ 25,723	$ 26,185	$ 26,651	$ 27,122	$ 27,597	$ 28,077	$ 28,562	$ 29,052
BRA Administrative Fee		$ 1,722	$ 1,755	$ 1,788	$ 1,822	$ 1,856	$ 1,890	$ 1,925	$ 1,960	$ 1,996	$ 2,031	$ 2,068	$ 2,104	$ 2,141	$ 2,178	$ 2,216	$ -
Local TIR Available for Reimbursement		**$ 20,471**	**$ 20,864**	**$ 21,261**	**$ 21,662**	**$ 22,067**	**$ 22,476**	**$ 22,889**	**$ 23,306**	**$ 23,728**	**$ 24,154**	**$ 24,583**	**$ 25,018**	**$ 25,456**	**$ 25,899**	**$ 26,346**	**$ 29,052**
Total State & Local TIR Available		**$ 32,712**	**$ 33,340**	**$ 33,974**	**$ 34,615**	**$ 35,262**	**$ 35,916**	**$ 36,576**	**$ 37,243**	**$ 37,916**	**$ 38,596**	**$ 39,283**	**$ 39,977**	**$ 40,678**	**$ 41,385**	**$ 42,100**	**$ 29,052**
DEVELOPER/BRA	Beginning Balance																
Reimbursement Balance	***$ 528,282***	***$ 495,570***	***$ 462,231***	***$ 428,256***	***$ 393,641***	***$ 358,379***	***$ 322,464***	***$ 285,888***	***$ 248,646***	***$ 210,730***	***$ 172,133***	***$ 132,850***	***$ 92,874***	***$ 52,196***	***$ 10,811***	***$ 0***	***$ 0***
MSF Non-Environmental Costs	*$ 525,307*	*$ 525,307*	*$ 492,780*	*$ 459,628*	*$ 425,845*	*$ 391,425*	*$ 356,361*	*$ 320,648*	*$ 284,278*	*$ 247,245*	*$ 209,543*	*$ 171,164*	*$ 132,102*	*$ 92,351*	*$ 51,902*	*$ 10,750*	*$ -*
State Tax Reimbursement	$ 203,183	$ 12,172	$ 12,405	$ 12,641	$ 12,880	$ 13,121	$ 13,364	$ 13,609	$ 13,858	$ 14,108	$ 14,361	$ 14,617	$ 14,875	$ 15,136	$ 15,399	$ 4,158	$ -
Local Tax Reimbursement	$ 322,124	$ 20,356	$ 20,747	$ 21,141	$ 21,540	$ 21,943	$ 22,350	$ 22,760	$ 23,175	$ 23,594	$ 24,018	$ 24,445	$ 24,877	$ 25,313	$ 25,753	$ 6,592	$ -
Total MSF Reimbursement Balance		*$ 492,780*	*$ 459,628*	*$ 425,845*	*$ 391,425*	*$ 356,361*	*$ 320,648*	*$ 284,278*	*$ 247,245*	*$ 209,543*	*$ 171,164*	*$ 132,102*	*$ 92,351*	*$ 51,902*	*$ 10,750*	*$ -*	*$ -*
EGLE Environmental Costs	*$ 2,975*	*$ 2,975*	*$ 2,791*	*$ 2,603*	*$ 2,412*	*$ 2,217*	*$ 2,018*	*$ 1,816*	*$ 1,610*	*$ 1,400*	*$ 1,187*	*$ 969*	*$ 748*	*$ 523*	*$ 294*	*$ 61*	*$ -*
State Tax Reimbursement	$ 1,151	$ 69	$ 70	$ 72	$ 73	$ 74	$ 76	$ 77	$ 78	$ 80	$ 81	$ 83	$ 84	$ 86	$ 87	$ 24	$ -
Local Tax Reimbursement	$ 1,824	$ 115	$ 117	$ 120	$ 122	$ 124	$ 127	$ 129	$ 131	$ 134	$ 136	$ 138	$ 141	$ 143	$ 146	$ 37	$ -
Total EGLE Reimbursement Balance		*$ 2,791*	*$ 2,603*	*$ 2,412*	*$ 2,217*	*$ 2,018*	*$ 1,816*	*$ 1,610*	*$ 1,400*	*$ 1,187*	*$ 969*	*$ 748*	*$ 523*	*$ 294*	*$ 61*	*$ -*	*$ -*
Local Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Local Only Reimbursement Balance		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Total Annual Reimbursement		*$ 32,712*	*$ 33,340*	*$ 33,974*	*$ 34,615*	*$ 35,262*	*$ 35,916*	*$ 36,576*	*$ 37,243*	*$ 37,916*	*$ 38,596*	*$ 39,283*	*$ 39,977*	*$ 40,678*	*$ 41,385*	*$ 10,811*	*$ -*
LOCAL BROWNFIELD REVOLVING FUNI																	
LBRF Deposits *		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,151	$ -
Local Tax Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,755	$ 29,052
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Footnotes:

Table 3
Tax Increment Revenue Reimbursement Allocation Table
Project Vault
241 W Michigan Avenue
Jackson, Michigan
04/24/2021

	17	18	19	20	
	2038	2039	2040	2041	TOTAL
Total State Incremental Revenue	$ -	$ -	$ -	$ -	$ 239,458
State Brownfield Redevelopment Fund (50% of	$ -	$ -	$ -	$ -	$ 30,068
State TIR Available for Reimbursement	**$ -**	**$ -**	**$ -**	**$ -**	$ 209,390
					$ -
Total Local Incremental Revenue	$ 29,547	$ 30,046	$ 30,551	$ 31,061	$ 529,890
BRA Administrative Fee	$ -	$ -	$ -	$ -	$ 29,451
Local TIR Available for Reimbursement	**$ 29,547**	**$ 30,046**	**$ 30,551**	**$ 31,061**	$ 500,439
					$ -
Total State & Local TIR Available	**$ 29,547**	**$ 30,046**	**$ 30,551**	**$ 31,061**	$ 709,829
DEVELOPER/BRA					
Reimbursement Balance	***$ 0***	***$ 0***	***$ -***	***$ -***	***$ -***
MSF Non-Environmental Costs	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ 196,704
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ 328,603
Total MSF Reimbursement Balance	$ -	$ -	$ -	$ -	$ -
EGLE Environmental Costs	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ 1,114
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ 1,861
Total EGLE Reimbursement Balance	$ -	$ -	$ -	$ -	$ -
Local Only Costs	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -
Total Local Only Reimbursement Balance	$ -	$ -	$ -	$ -	$ -
Total Annual Reimbursement	$ -	$ -	$ -	$ -	$ -
LOCAL BROWNFIELD REVOLVING FUNI					
LBRF Deposits *	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture	$ -	$ -		$ -	*$ 1,151*
Local Tax Capture	*$ 29,547*	*$ 30,046*	*$ 30,551*	*$ 31,061*	*$ 170,012*
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -

* Up to five years of capture for LBRF Deposits

Footnotes:

ATTACHMENTS

- **Notice of Public Hearing**
- **Notice to Taxing Jurisdictions**
- **Resolution Approving A Brownfield Plan**
- **Development and Reimbursement Agreement**
- **Signed Affidavit for Functional Obsolescence**

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Posted on:

Public Hearing on Brownfield Plan set for {DATE}

Jackson City Council will hold a Public Hearing on {DATE}, 2021 at approximately 6:30 p.m., in Council Chambers within the City Hall, 161 West Michigan Avenue, Jackson, Michigan, to receive public comment on a Brownfield Plan to include therein the property located at 241 West Michigan Avenue in Jackson, Michigan. The following legal parcels are included as the "eligible property":

- Parcel ID 4-014000000.

The property consists of one parcel of property in downtown Jackson. The property has been deemed functionally obsolete based on inadequate or outdated mechanical, electrical and IT systems.

The Brownfield Plan, which includes a site map and legal description of the parcel, is available for public inspection at City Hall, Neighborhood and Economic Operations office, located on the 3rd floor at 161 West Michigan Avenue, Jackson, Michigan 49201. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the Brownfield Redevelopment Authority of the City of Jackson at (517) 788-4060.

THIS NOTICE is given by order of the City Council of Jackson, Michigan.

NOTICE TO ALL TAXING JURISDICTIONS

The City of Jackson City Council proposes to approve a Brownfield Plan for a property in Jackson, Michigan.

The City of Jackson has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete or blighted properties. The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed, and recommended adoption of a Brownfield Plan related to the development of a parcel of property located at 241 West Michigan Avenue in the City of Jackson, Michigan. The property is being developed with the renovation of the building and will be the headquarters for a Jackson-based Engineering Company. The project is estimated to be approximately $8 million investment and is expected to generate 60 new full-time jobs over the next three years and bring approximately 120 employees into the downtown area on a daily basis.

The building has been deemed functionally obsolete based on outdated and inadequate mechanical, electrical, and telecommunications/IT systems. Thus, the parcel included in this development is "eligible property" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which include environmental costs, asbestos abatement costs, demolition costs, and costs for development of the Brownfield Plan and Act 381 Work Plan.

The plan will be considered for adoption at the {DATE}, 2021 meeting of the City Council held at 6:30 pm in Council Chambers (2nd Floor), City Hall, 161 W. Michigan Avenue, Jackson, Michigan. If you have any questions or comments concerning the Brownfield Redevelopment Authority or adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to Mr. Shane LaPorte, Director of the Neighborhood and Economic Operations at (517) 788-4060.

Dated: May 25, 2021

CITY OF JACKSON, JACKSON COUNTY

MICHIGAN

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

{DATE}

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

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

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

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, seeks approval by the City Council of Jackson, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 241 West Michigan Avenue in the City of Jackson, Jackson County, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

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

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

NOW, THEREFORE BE IT RESOLVED THAT:

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

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

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)

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

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

Andrea Muray

City Clerk

Derek J. Dobies

Mayor

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on _____, 2021, by and between the CITY OF JACKSON, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the "**City**"), the CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the "**Authority**"), and Commonwealth Associates, Inc., a Michigan corporation, whose address is 2700 W Argyle Street, Jackson, MI 49202 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended, ("**Act 381**"), the Authority recommended adoption of a brownfield plan (the "**Brownfield Plan**") on June 8, 2021, to add property located at 241 West Michigan Avenue, Jackson, Michigan (the "**Property**").

B. The Developer owns the Property, which is included in the Brownfield Plan as an "eligible property" because it is a "functionally obsolete property" as defined by Act 381.

C. The Developer intends to conduct eligible activities on the Property in order to address brownfield conditions and redevelop the site by renovating the building to house the headquarters for their Engineering Firm, (the "**Project**"). The Project will include environmental assessment activities, asbestos survey costs, asbestos abatement activities, demolition costs, andbrownfield plan/work plan preparation (the "**Eligible Activities**"), all as described in the Brownfield Plan and eligible for

reimbursement under Act 381. The total cost of Eligible Activities is $528,282 (the "**Total Eligible Brownfield TIF Costs**").

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

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

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source.

During the Term (defined below) of this Agreement, and except as set forth in Paragraph 3 below, the Authority shall reimburse the Developer or their assigns for the cost of its Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property. The amount reimbursed to the Developer or their assigns for the Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs. The cost of Eligible Activities conducted by Developer prior to the approval of the Brownfield Plan by the Authority, which are included in the Total Eligible Brownfield TIF Costs, are eligible for reimbursement from the Brownfield TIF Revenue collected from the Property. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities for the term set forth in section 4,

below. Reimbursement payments shall be made on an annual basis as incremental local and school taxes are captured and available.

2. Capture of Taxes.

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

3. Reimbursement Process.

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

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

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

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

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

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

TIF Revenue. This fee, if administered, will be 5% of the available tax increment revenues e ach year.

4. Term of Agreement.

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

5. Adjustments.

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

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

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

6. Legislative Authorization.

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

7. Notices.

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

8. Assignment.

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

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

9. Promotion and Marketing.

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

10. Cooperation.

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

11. Entire Agreement.

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

12. Non-Waiver.

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

13. Headings.

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

14. Governing Law.

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

15. Counterparts.

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

16. Binding Effect.

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

[Signature page follows]

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

CITY OF JACKSON

By:_____

Its:_____

CITY OF JACKSON BROWNFIELD
REDEVELOPMENT AUTHORITY

By:_____

Its:_____

COMMONWEALTH ASSOCIATES,

INC.

By:_____

Its:_____

AFFIDAVIT OF THE CITY OF JACKSON ASSESSOR

I, Jason Yoakam affirm the following:

1. I am employed by the City of Jackson as the City Assessor.
2. I am a certified Michigan Master Assessing Officer (Level 4).
3. I have inspected the property located at 241 W Michigan Ave, in the City of Jackson.
4. This affidavit is given in accordance with Public Act 381 of 1996 commonly known as the Brownfield Redevelopment Act. Specifically MCL 125.2652(t) in determining functionally obsolete property.
5. It is my expert opinion the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

Jason M Yoakam, City Assessor

Subscribed and sworn to before me by Jason Yoakam on May 25, 2021

Andrea L. Rice
Notary Public, State of Michigan, Jackson
My commission Expires 1/4/2026
Acting in Jackson Coun

Andrea L Rice

JACKSON
Founded 1829

City Clerk's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

NOTICE OF PUBLIC HEARING

Jackson City Council will hold a Public Hearing on June 8, 2021 at approximately 6:30 p.m. to receive public comment on a Brownfield Plan to include therein the property located at 769-811 East Washington Avenue in Jackson, Michigan. **In accordance with City of Jackson Resolution No. 2021-17 and State and Federal guidelines designed to mitigate the spread of COVID-19 the hearing will be conducted virtually.** The public hearing will be live streamed on the City of Jackson Facebook page.

The following legal parcels are included as the "eligible property":

- Parcel ID 6-153300000
- Parcel ID 6-153700000
- Parcel ID 6-153800000
- Parcel ID 6-154200000
- Parcel ID 6-154300000
- Parcel ID 6-154800000
- Parcel ID 6-154600000
- Parcel ID 6-154900000

The property consists of eight parcels of previously undeveloped land. The property had been used as a dump site as significant amounts of waste concrete, debris and rubbish were present on the property. Previous environmental studies identified various contaminants in soil that render the site a contaminated property.

The Brownfield Plan, which includes a site map and legal descriptions of the parcels, is available for public inspection at City Hall, Neighborhood and Economic Operations office, located on the 3rd floor at 161 West Michigan Avenue, Jackson, Michigan 49201. All aspects of the plan are open for discussion at the public hearing. All interested parties are invited to submit comments. Comments must be received by 5:00 p.m. on June 8, 2021 and may be emailed to comments@cityofjackson.org or delivered to 161 W. Michigan Avenue, Jackson, Michigan.

FURTHER INFORMATION may be obtained from the Brownfield Redevelopment Authority of the City of Jackson at (517) 788-4060.

THIS NOTICE is given by order of the City Council of Jackson, Michigan.

Date: 5/18/21 Time: 1:27pm Initial:

NOTICE OF SPECIAL PUBLIC MEETING
of the
CITY OF JACKSON
BROWNFIELD REDEVELOPMENT AUTHORITY

In accordance with the City of Jackson Resolution No. 2021-17, and in an effort to mitigate the spread of COVID-19, notice is hereby given that the special meeting of the JBRA will be held electronically

TO WHOM IT MAY CONCERN:
Pursuant to the provisions of Michigan Public Act 267 of 1976 (The Open Meetings Act), take notice that DANIEL P. GREER, Chairman, has called a Special Public Meeting of the City of Jackson Brownfield Redevelopment Authority (JBRA) as follows:

DATE: **Wednesday, May 12th, 2021**
TIME: **1:30 p.m.**
PLACE: MEETING WILL BE HELD VIRTUALLY VIA ZOOM.
SEE THE CITY WEB PAGE FOR THE ZOOM LINK

1. *CALL TO ORDER*
2. *ROLL CALL OF BOARD MEMBERS*
3. *ADOPTION OF AGENDA*
4. *ADOPTION OF THE APRIL-14TH, 2021 MEETING MINUTES*
5. *PUBLIC COMMENT AND CORRESPONDENCE*
6. *CONSENT CALENDAR*
7. *NEW BUSINESS*
   - A. *REVIEW THE BROWNFIELD PLAN AND DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR 769-811 EAST WASHINGTON LLC AND CONSIDER RECOMMENDING TO CITY COUNCIL FOR APPROVAL.*
8. *BOARD MEMBER CONCERNS AND COMMENTS*
9. *ADJOURNMENT*

Persons with disabilities, as well as other members of the public may participate in the meeting by submitting written questions and/or comments electronically by email to: Shane LaPorte at slaporte@cityofjackson.org or by mail, or delivery in person to 161 W. Michigan Avenue Jackson, MI 49201. All submittals received by the deadline will be read into the record (3 minute limit).

Shane LaPorte *Staff*

Date Posted: MAY 7, 2021
Time: 11:32 AM
Initials:

INTERLOCAL AGREEMENT
TO USE LOCAL TAX INCREMENT REVENUES FOR
PROJECT VAULT
BROWNFIELD REDEVELOPMENT PROJECT
241 W. MICHIGAN AVENUE
JACKSON, MICHIGAN

WHEREAS, the Urban Cooperation Act, PA7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the City of Jackson Downtown Development Authority ("DDA") was duly established pursuant to PA 381 of 1980, as amended (Act 450); and

WHEREAS, the City of Jackson Brownfield Redevelopment Authority ("BRA") was duly established pursuant to PA 381, 1996, as amended (Act 381); and

WHEREAS, the BRA and DDA are each considered a "public agency" under Act 7; and

WHEREAS, the BRA has the authority to pay for "Eligible Activities" and capture tax increment revenues generated by the levy of certain taxes via approved brownfield plans pursuant to and as described in Act 381; and

WHEREAS, the DDA has the authority to pay certain activities and capture tax increment revenues generated by the levy of certain taxes on the property pursuant to the Downtown Development Authority Tax Increment Financing and Development Plan, as amended (the "DDA Plan"), and

WHEREAS, the DDA and the BRA now wish to enter into this Interlocal Agreement to transfer the DDA tax increment revenues generated by the redevelopment of the property located at the 241 W. Michigan Avenue parcel identification number 4-014000000 and any future assigned property identification numbers associated with this parcel ("Eligible Property") to the BRA to reimburse the Act 381 "Eligible Activities" pursuant to the Project Vault Brownfield Redevelopment Plan ("Plan"); and

THEREFORE, the DDA and BRA agree as follows:

1. Transfer and Use of Tax Increment Revenues. Only upon affirmative vote by the BRA, and the City Council approving the Plan, shall the tax increment revenues captured by the DDA generated by the eligible property be transferred to the BRA to reimburse approved eligible activities, BRA administration fees and the Local Brownfield Revolving Fund.

2. Limitation to Tax Increment Revenues from Eligible Property. The DDA shall only transfer to the BRA the tax increment revenues generated by the eligible property to reimburse approved eligible activity costs identified in Summary of Eligible Activities and Description of Costs as given in the approved Plan, where applicable, and authorized by Act 381. Upon conclusion or dissolution of the brownfield plan, all tax increment revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Plan.

3. **BRA as Agent under This Agreement.** The parties designate the BRA as the agent to receive and disburse all tax increment revenues generated by the eligible properties until such time as all obligations of the approved Plan have been satisfied.

4. **Effective Date.** The Agreement shall commence upon its approval by the legislative bodies of the DDA and BRA, duly executed by their authorized representatives and filed with the City Clerk and Secretary of State of the State of Michigan as required by Act 7.

5. **Severability.** To the extent that any provisions contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

6. **Term.** The parties agree that the transfer of tax increment revenue from the eligible property to reimburse eligible activities, BRA administration fees and the Local Brownfield Revolving Fund shall begin once tax increment revenues are collected from the eligible property for taxes levied after July 1, 2022, which will occur after the official approval of the Plan by the City Council. This contract extends until all obligations under this contract are met.

The DDA and BRA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page:

This agreement was approved by the City of Jackson Downtown Development Authority. The Chairperson and ~~Secretary~~ Executive Director were authorized to sign this Agreement on the 10TH day of JUNE, 2021 and was signed by the Chairperson and Secretary on the 16TH day of JUNE, 2021.

Witnesses

Scott Fleming

Scott Fleming

CITY OF JACKSON DDA

Jacqueline Austin
Chairperson

Executive Director

Subscribed and sworn to before me on this 16 day of June, 2021

Lisa M Moutinho

LISA M MOUTINHO
Notary Public - State of Michigan
County of Washtenaw
My Commission Expires Sep 1, 2027
Acting in the County of Wilson

Notary Public, Jackson County

My commission expires: 9/1/27

This agreement was approved by the City of Jackson Brownfield Redevelopment Authority. The Chairperson and Secretary were authorized to sign this Agreement on the 9 day of June, 202_ and was signed by the Chairperson and Secretary on the 17 day of June, 202_.

Witnesses

R. Scott Flemm

R. Scott Flemm

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

Daniel P Green

Chairperson

Secretary

Subscribed and sworn to before me on this 17 day of June, 202_1

Lisa M Moutinho

Washtenaw County

Notary Public, Jackson County

My commission expires: 9-1-27

LISA M MOUTINHO
Notary Public - State of Michigan
County of Washtenaw
My Commission Expires Sep 1, 2027
Acting in the County of Jackson

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 13, 2021

SUBJECT: Budget Amendment

Recommendation:

Approve budget amendment resolution for the Police Department's Southern Michigan Criminal Justice Training Consortium (SMCJTC) for FY 20/21.

Attached is a memorandum from Director Hitt regarding the need for a budget amendment resolution for the Police Department's SMCJTC. Additional training was scheduled above what was originally predicted.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Director of Police and Fire Services

DATE: July 13, 2021

RECOMMENDATION: Approve budget amendment for the Training Consortium

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SUMMARY

The Jackson Police Department is the fiduciary agent for the Southern Michigan Criminal Justice Training Consortium (SMCJTC). Expenditures exceeded the expected amount due to additional training scheduled by the SMCJTC.

BUDGETARY CONSIDERATIONS

The City previously received monies from member agencies in previous years which were not expended at that time. A current balance sheet for Consortium monies shows $19,485 available, which includes of revenue in excess of the FY 20/21 budget of approximately $2,500. The amount of the requested budget amendment is less than $1,000.

HISTORY, BACKGROUND and DISCUSSION

The Consortium provides training for member agencies' employees at a cost of 50% of the state-provided training funds. Funds for the SMCJTC come from contributions paid by law enforcement agencies in Jackson, Lenawee, and Eaton counties. These funds are restricted by the State of Michigan and must be used for the sole purpose of providing training to certified law enforcement officers.

DISCUSSION OF THE ISSUE

Additional training was scheduled during 2021 which was not originally expected.

POSITIONS

I support the approval of the budget amendment in the amount of $770.

ATTACHMENT

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City expects to utilize Consortium funds greater than originally budgeted; and

WHEREAS, the Consortium funds were previously received from member agencies; and

NOW, THEREFORE, BE IT RESOLVED, that the 2020/2021 budget be amended as follows:

101-320

		Increase	Decrease
REVENUES:			
EXPENDITURES:			
101-320-000-910.000	Education & Training	770	
		770	

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 July 13, 2021

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, on this 14th day of July 2021.

_____ City Clerk

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City expects to utilize Consortium funds greater than originally budgeted; and

WHEREAS, the Consortium funds were previously received from member agencies; and

NOW, THEREFORE, BE IT RESOLVED, that the 2020/2021 budget be amended as follows:

101-320

		Increase	Decrease
REVENUES:			
EXPENDITURES:			
101-320-000-910.000	Education & Training	770	
		770	

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 July 13, 2021

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, on this 14th day of July 2021.

_____ 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 13, 2021

SUBJECT: **Amendment 1 to the 2020 Water Main Engineering Contract**

RECOMMENDATION:

Approval of Amendment 1 to the 2020 Water Main Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of $486,350.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

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

I recommend approval of the amendment. 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 13, 2021

RECOMMENDATION: Approval of Amendment 1 to the 2020 Water Main Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of $486,350.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

SUMMARY

On March 31, 2020, City Council awarded the 2020 Water Main Engineering contract to Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan. The subject amendment is to provide design and construction engineering services for new water mains and street reconstruction on nine streets to replace old 4-inch water mains and 152 lead water services.

BUDGETARY CONSIDERATIONS

The current amount for the 2020 Water Main Engineering contract with HRC is $209,553.00. The amount of the proposed Amendment 1 is $486,350.00, bringing the revised contract amount to $695,903.00. The cost of the amendment will be paid by Water Funds and Street Funds.

HISTORY, BACKGROUND and DISCUSSION

On March 31, 2020, City Council awarded the 2020 Water Main Engineering contract to HRC for design and construction engineering for the reconstruction of water transmission mains on the streets in the area of the railroad depot.

DISCUSSION OF THE ISSUE

With the funding from the Federal American Rescue Plan Act of 2021, the City is looking to replace 4" water mains on nine streets in the City. The attached letter from HRC dated June 30, 2021 lists the streets and the work proposed for them. The estimated cost for this project at this time is $5.2 million of which $1.8 million is water costs and $3.4 million is street costs.

The replacement of these water mains will also replace 159 water services, of which 152 services are partial or full lead pipes. This project will also reconstruct 7,551 feet of local streets and repave 667 feet of a major street.

The proposed contract Amendment 1 is for the design engineering and construction engineering services to provide the water main replacements and street reconstruction on nine streets.

POSITIONS

Engineering recommends that Amendment 1 to the 2020 Water Main Engineering contract with HRC be approved for the not-to-exceed amount of $486,350.00. I also request that the City Manager and City Engineer be authorized to sign the appropriate documents.

AMENDMENT NO. 1
Contract for
20-003 - 2020 Water Main Engineering
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	**$209,553.00**
AMENDMENT NO. 1	**$486,350.00**
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.1	**$695,903.00**

REASON FOR AMENDMENT:

To add design and construction engineering services to provide for water main replacements on nine streets.

_____
Jon H. Dowling, P.E.
City Engineer

ACCEPTED BY:

_____ _____
Todd Sneathen, P.E., Vice President — Date:
Hubbell, Roth & Clark, Inc.

ACCEPTED BY:

_____ _____
Jon H. Dowling, P.E., City Engineer — Date:

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager — Date:

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

STREET: 401 S. Mechanic Street, Suite B
Jackson, MI 49201
PHONE: 517-292-1295
WEBSITE: hrcengr.com

June 29, 2021

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

Attn: Jon Dowling, P.E, City Engineer

Re: 2020 Water main Engineering
Amendment #1
4" Watermain Upgrades

HRC Job No. 20191158

Dear Mr. Dowling:

Per our discussions, we are pleased to submit this amendment for various tasks. These tasks include both design and construction engineering duties. Each task also includes soil borings, pavement corings and sewer cleaning and televising.

Task 1 - Design and Construction Engineering for Arnold St. Watermain Replacement from Cooper to East End
The City requested HRC to prepare construction documents for upgrading the 4" watermain and reconstruction of Arnold Street, approximately 670 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 5 weeks of construction. HRC can complete the design work and construction administration for $39,520.

Task 2 - Design and Construction Engineering for Biddle St. Watermain Replacement from Greenwood to Williams
The City requested HRC to prepare construction documents for upgrading the 4" watermain and reconstruction of Biddle Street from Greenwood to Williams, approximately 650 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 5 weeks of construction. HRC can complete the design work and construction administration for $39,460.

Task 3 - Design and Construction Engineering for Burr St. Watermain Replacement from Cooper to Waterloo
The City requested HRC to prepare construction documents for upgrading the 4" watermain and reconstruction of Burr Street, from Cooper to Waterloo, approximately 1,740 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 12 weeks of construction. HRC can complete the design work and construction administration for $99,570.

Task 4 - Design and Construction Engineering for Deyo St Watermain Replacement from Elm to Gorman
The City requested HRC to prepare construction documents for upgrading the 4" watermain and reconstruction of Deyo Street from Elmer to Gorman, approximately 1,300 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 10 weeks of construction. HRC can complete the design work and construction administration for $85,440.

Task 5 - Design and Construction Engineering for Dwight St Watermain Replacement from Chapin to Tyson
The City requested HRC to prepare construction documents for upgrading the 4" watermain and reconstruction of Dwight Street from Chapin to Tyson, approximately 670 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 5 weeks of construction. HRC can complete the design work and construction administration for $39,000.

Task 6 - Design and Construction Engineering for Fourth St Watermain Replacement from Franklin to Washington
The City requested HRC to prepare construction documents for upgrading the 4" watermain and pavement replacement of Fourth Street, approximately 670 feet. HRC's work will include limited topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 4 weeks of construction. HRC can complete the design work and construction administration for $32,940.

Task 7 - Design and Construction Engineering for Garfield St Watermain Replacement from Fourth to First
The City requested HRC to prepare construction documents for upgrading the 4" watermain and reconstruction of Garfield Street from Fourth to First, approximately 980 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 8 weeks of construction. HRC can complete the design work and construction administration for $59,740.

Task 8 - Design and Construction Engineering for Grinnell St Watermain Replacement from Norfolk to Wildwood
The City requested HRC to prepare construction documents for upgrading the 4" watermain and reconstruction of Grinnel Street from Norfolk to Wildwood, approximately 730 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 5 weeks of construction. HRC can complete the design work and construction administration for $41,500.

Task 9 - Construction Engineering for East Ave Watermain Replacement from Plymouth to Teneyck
Currently, HRC is preparing construction documents for to upgrade the 4" watermain and reconstruction of East Ave from Plymouth to Teneyck, approximately 345 feet. The City has requested HRC to provide construction engineering services for the project. We are assuming 4 weeks of construction. HRC can complete the construction administration for $24,590.

Task 10 - Construction Engineering for East Ave Watermain Replacement from Franklin to Washington
Currently, HRC is preparing construction documents for the City to upgrade the 4" watermain and reconstruction of East Ave from Franklin to Washington, approximately 461 feet. The City has requested HRC to provide construction engineering services for the project. We are assuming 4 weeks of construction. HRC can complete the construction administration for $24,590.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Todd Sneathen, P.E.
Vice President

Attachment
pc: HRC; M. Romkema, File

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 13, 2021

SUBJECT: **Change Order 1 to the 2021 Morrell and Steward Water Main Replacement Contract**

RECOMMENDATION:

Approve Change Order 1 to the 2021 Morrell & Steward Water Main Replacement contract with Dunigan Brothers, Inc. in the increased amount of $312,360.34 to add new items necessary for the completion of work in the field, and authorize the City Manager and City Engineer to execute the appropriate document.

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

I recommend approval of the change order. 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 13, 2021

RECOMMENDATION: Approve Change Order 1 to the 2021 Morrell & Steward Water Main Replacement contract with Dunigan Brothers, Inc. in the increased amount of $312,360.34 to add new items necessary for the completion of work in the field, and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Change Order 1 will add contract quantities necessary to add the asphalt base and curb work to Steward Avenue and sewer replacement in the alley east of the buildings in the 200 block of N. Jackson Street.

BUDGETARY CONSIDERATIONS

This change order represents an increase of $312,360.34, bringing the current contract amount to $1,215,994.34.

HISTORY, BACKGROUND and DISCUSSION

On March 9, 2021, City Council approved the award of the contract to Dunigan Brothers, Inc. of Jackson, Michigan in the amount of $903,634.00 for water main replacement on Morrell Street from Greenwood to Martin Luther King, Jr. Drive and on Steward Avenue from Ganson Street to the railroad.

DISCUSSION OF THE ISSUE

As the Morrell and Steward water main replacement project was developed no pavement or curb work was included in the project, because the road work was all included in the Morrell Street project to be bid through the Michigan Department of Transportation (MDOT). As the Steward Avenue project was being bid through MDOT, Engineering discovered that the Steward project was to mill the remaining pavement and resurface all of the roadway along with replacing the traffic signal at Steward and Ganson. The asphalt base and curb work needs to be added to the Steward water main portion of the work. The additional cost for this is $190,537.39. This work will be paid from Water and Major Street Funds.

With Consumers Energy installing new electrical conduits in the alleys along Pearl Street, Engineering started investigating the sewer services from the 200 block of N. Jackson Street. The sewer services from the east side of this block go to the alley behind the buildings. Engineering has no record or maps of the sewer these buildings connect into and it probably dates back to the early 1900s. We had Dunigan Brothers excavate in the alley approach on Louis Glick Highway to find the sewer and place a manhole on the pipe. Two actual sewers are in the alley with one directly over the other and connecting together before going into Glick Hwy. and what was formerly Clinton Street. We have had Minuteman Sewer and Drain Cleaning televise both pipes so we know where each of the services are located, and we propose to have Dunigan Brothers install a new sewer and connect all of the services into one pipe. The cost of the exploratory work is $9,818.52 and the cost to install the new sewer is $103,525.26. This will be paid from Sewer Funds.

Additional work on the Morrell Street water main project was due to modifications with the storm sewer during construction and assisting to fix a water main leak on Williams St. outside the project limits. The additional cost for this work is $8,479.17 and will be paid from Water and Major Street Funds.

POSITIONS

I request approval of Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

CHANGE ORDER NO. 1
To Contract for
ENG21-08 CDBG Morrell Street and Steward Avenue Water Main Replacement
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	**$ 903,634.00**
CHANGE ORDER NO. 1	**$ 312,360.34**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$1,215,994.34**

REASON FOR CHANGE:

To add new items necessary for the completion of work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

_____
Prepared by Jon H. Dowling, P.E.
City Engineer

ACCEPTED BY:

_____ _____
Patrick Dunigan, Dunigan Brothers, Inc. Date:

ACCEPTED BY:

_____ _____
Jon H. Dowling, P.E., City Engineer Date:

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager Date:

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: Mike Osborn, Director of Public Works

DATE: July 7, 2021

SUBJECT: **Recommendation of Approval for Professional Services Contract with Fishbeck to perform Engineering and Project Administration for the Myrtle Lift Station Upgrades for the Wastewater Plant.**

Recommendation:

Approval of Professional Services Contract with Fishbeck to perform the Engineering and Project Administration for the Wastewater Treatment Plant Myrtle Lift Station Upgrades at a cost of $89,000.00. The American Rescue Plan Act will fund the cost for these services.

Your consideration and concurrence is appreciated.

Michael Osborn

fishbeck
Engineers | Architects | Scientists | Constructors

5913 Executive Drive, Suite 100
Lansing, Michigan 48911

517.882.0383 | fishbeck.com

July 7, 2021

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

Proposal for Professional Engineering Services
Jackson Wastewater System Improvements – Myrtle Lift Station and Wastewater Treatment Plant Pump Improvements and SCADA System Upgrades

Dear Mike:

Fishbeck is pleased to present our proposal for engineering services to the City of Jackson (City) for design and construction of the Myrtle Lift Station and Wastewater Treatment Plant (WWTP) pump improvements and supervisory control and data acquisition (SCADA) system upgrades described herein. As outlined in the City's attached Requested Scope of Improvements (RSI), the four project improvements consist primarily of replacement of various pump systems and an upgrade of the SCADA system. Replacing pumps in the lift station and the WWTP should greatly improve pump efficiencies, reduce operation and maintenance demand, and provide a greater level of reliability for the wastewater system and the community. Fishbeck is excited about the opportunity to work with the City on these important projects.

Background

Facilities Overview

The City owns and operates various lift stations within the collection system serving the wastewater treatment system. The Myrtle Lift Station is the largest and most critical station, with the largest tributary area, receiving wastewater from the rest of the City's stations. The Myrtle Lift Station has a wet well/dry well configuration and is located along the Grand River off Monroe Street. The station was originally installed in the mid-1920s, with the last major upgrade in the early 1980s. The Myrtle Lift Station pumps directly to the 60-inch interceptor which goes directly to the WWTP.

The WWTP receives flows via two interceptors: a 60-inch and a 42-inch. The treatment processes include preliminary, primary, secondary, and disinfection systems. The solids are anaerobically digested and treated biosolids are stored in sludge storage tanks or hauled offsite for land application. The WWTP also includes the Stormwater Pump Station and a retention basin for diverting flows exceeding the secondary treatment capacities and wet weather flows.

Project Funding

The City's SAW Grant Wastewater Asset Management Plan prioritized wastewater projects and equipment replacement over the next 10 years. Some of these projects are moving forward utilizing cash reserves; and others are moving forward via a recent application for an anticipated Clean Water State Revolving Fund loan. With recent federal funding under the 2021 American Rescue Plan (ARP) Act, the City has allocated a portion of its

anticipated ARP funds for wastewater improvements, so it can proceed with the next Capital Improvement Plan (CIP) priorities. ARP funding is required to be spent by the end of 2024.

Project Understanding

Fishbeck met with WWTP staff and the Director of Public Works on June 4, 2021, to tour the WWTP and Myrtle Lift Station. Plant staff provided the attached RSI that focuses on four major projects.

1. Myrtle Lift Station

Existing Conditions

Influent flow to the Myrtle Lift Station passes through manual bar screens before entering a wet well. The station includes four dry-pit submersible pumps. Pump No. 1 was installed in the early 1980s. Pump No. 2 was recently replaced. Pump Nos. 3 and 4 were installed in the late 1970s.

The pumps are located in the lower level of the dry well, with individual motor starters and controls located in the main level of the dry well.

The Myrtle Lift Station includes an outdoor standby generator with a separate below ground propane storage tank and an automatic transfer switch for standby power.

Process and Electrical Improvements

The RSI calls for replacement of Pump Nos. 1, 3, and 4, along with their associated valves, and installation of new wet well radar level instruments. Pump No. 1 is to be resized to match Pump Nos. 3 and 4.

Impacts from the final pump selection will be considered with respect to the electrical improvements. Fishbeck will evaluate if existing motor starter equipment and the associated conduit and wiring are suitable for reuse, or if replacement is required. New conduit and wiring will be provided for new process and instrumentation equipment. It is assumed that the existing electrical service to the station will be reused and has capacity to serve the new pumps.

The RSI also includes replacement of the standby generator and automatic transfer switch. Fishbeck will work with City staff during design to confirm standby power requirements to support the proposed pump improvements.

2. Storm Pump Building

Existing Conditions

Flow is directed to the Stormwater Pump Station wet well via an overflow weir on the effluent channel of Primary Clarifier Nos. 1 through 6. The stormwater pumps lift the excess flow stored in the wet well to the retention basin.

The Stormwater Pump Station consists of three vertical turbine pumps and three 18-inch knife gate valves that are pneumatically actuated via an air compressor. The knife gate valve actuators include solenoids and operate (open) only when the respective pump motor is operating. They also act as check valves, providing fail-safe (close) operation in the event of a power failure.

The stormwater pump controls are located within MCC-B. The pumps are controlled based on the wet well level. Stormwater Pump Nos. 2 and 3 are equipped with variable frequency drives (VFDs). Pump speeds are adjusted based on the level in the wet well. The wet well level is monitored via a pressure transducer that is part of a bubbler system. Level information is transmitted to the plant's SCADA system.

Process and Electrical Improvements

The RSI calls for replacement of the three stormwater pumps, changing the pneumatically actuated valves to electrical motor actuators, and changing the wet well level instruments to radar. The scope also includes replacement of three large valves located in a nearby valve vault.

Impacts of the final pump sizing selection and addition of new motorized valve actuators will be considered with respect to the electrical system. We will confirm if the existing electrical feeder serving the Stormwater Pump Station is adequate, and upgrade as required. It is assumed that Unit Substation No. 4 will be reused and has capacity to serve the new pumps and valve actuators.

Architectural Improvements

The RSI calls for building improvements. This 36- by 19-foot rectangular building with masonry (brick and concrete block) and concrete construction was built in 1971. Fishbeck provided a facility condition assessment of this building as part of a 2020 report under the SAW Grant project. It is assumed that building improvements would comprise those recommended in the report, including:

- Cleaning concrete and brick and tuck pointing the brick.
- Replacing doors and windows.
- Replacing metal lintels above the windows.
- Resealing the concrete floor.
- Replacing the ladder and guardrails.
- Replacing roof access hatches for pump maintenance.

3. East Pipe Gallery

Existing Conditions

Return Activated Sludge Pump Nos. 1 through 4

Return activated sludge (RAS) Pump Nos. 1 through 4 are located in the east pipe gallery of the Power House Building. The pumps convey RAS from the east final clarifiers to the RAS wet well. Each east clarifier is served by one RAS pump (Nos. 1 through 4). RAS flow is measured via flow meters.

RAS Pump Nos. 1 through 4 are two-speed pumps that are monitored via the plant's SCADA system. The discharge line from each RAS pump is metered and a modulating valve is throttled to provide a desired flow rate.

The motor starters for RAS Pump Nos. 1 and 2 are in located in MCC-H, and the motor starters for RAS Pump Nos. 3 and 4 are located in MCC-J. Normally, the pumps are operated in Auto mode. Each pump includes isolation valves.

RAS Pump No. 3 was recently replaced. The other three pumps (Nos. 1, 2, and 4) are from 1980.

Return Activated Sludge Pump Nos. 7 through 9

RAS Pump Nos. 7 through 9, located on the lower floor of the Power House Building, convey return sludge from the RAS wet well to the distribution chamber. The RAS wet well is outside the Power House Building. The level of the wet well is monitored via a bubbler system. Each of the three pumps includes an isolation gate valve at the wet well and a check valve at the pump discharge. The individual discharge lines from the pumps include knife gate valves at their connections to the common header.

RAS Pump Nos. 7 through 9 are close-coupled, non-clog pumps. RAS Pumps Nos. 7 and 8 are controlled by VFDs located in MCC-D. RAS Pump No. 9 is a constant speed pump and is operated manually as needed. Wet well high and low levels and pump operation are monitored via the plant's SCADA system.

RAS Pump No. 8 was recently replaced. The other two pumps (Nos. 7 and 9) are from 1970.

Dilution Water Pumps

Dilution water for the gravity thickeners is provided via two dilution water pumps located in the east pipe gallery. The pumps feed from the final effluent line common to the service water pumps. Pump No. 1 was recently replaced; Pump No. 2 is from 1996.

The motor starters for the dilution water pumps are located in MCC-J and MCC-H, with local Start/Stop pushbutton stations located near the pumps. One pump normally operates continuously and is manually started and stopped.

Service Water Pumps

Service water is used for various non-potable water requirements in the plant. Final effluent is utilized as service water. A suction line from the UV tank extends into the east pipe gallery to two pumps that supply water to the service water system. The pumps are centrifugal style pumps from 1980.

One pump operates at a time, continuously. The pumps can be manually or automatically alternated to equalize wear. At low demand periods, a pressure relief valve opens to recycle service water to the pump suction line. There is a water strainer (with automatic backwash) on the pump discharge line. The pump discharge line is connected to the existing 3-inch service water line in the east pipe gallery.

The motor starters for the service water pumps are located in MCC-J and MCC-H. A Hand-Off-Auto selector switch is provided at the motor starter for each pump.

Primary Effluent Pumps

There are three primary effluent (PE) pumps in the Power House Building that pump PE to the distribution chamber for secondary treatment via a common RAS/PE main. The pumps each have a capacity of 15 million gallons per day. The pump suction pipes are 18 inches with manually operated gate valves. The discharge pipes are 24 inches, each with a check valve, gate valve, and cone valve.

Under normal flow conditions, only two PE pumps (Nos. 1 and 2) are operated. Pump Nos. 1 and 2 are equipped with VFDs located in MCC-D. The pump speeds are adjusted based on the level in the wet well. The wet well level is monitored via a pressure transducer that is part of a bubbler system. Pump Nos. 1 and 2 are operated in Auto mode using the selector switch in MCC-D. Pump No. 3 is a constant speed pump and serves as a standby pump. It is operated manually and brought online at the discretion of an operator based on wet well level. The PE wet well level is monitored via the plant's SCADA system.

Pump No. 2 was recently replaced, but not its corresponding VFD. Pump No. 1 was installed in the mid-1970s. Pump No. 3 was last replaced in 2003.

Process Improvements

The RSI calls for replacement of five of the RAS pumps (Nos. 1, 2, 4, 7, and 9) and their associated valves and VFDs; one of the dilution water pumps (No. 2); and both service water pumps. The scope also includes replacement of PE Pump Nos. 1 and 3, and VFDs for PE Pump Nos. 1 and 2. Level instruments for the PE and RAS wet wells are to be replaced with radar. It is assumed the pressure relief valve and water strainer for the service water system are suitable for reuse.

Impacts of the final pump selections will be considered with respect to the electrical improvements. Fishbeck will evaluate if existing motor starter equipment and the associated conduit and wiring are suitable for reuse, or if replacement is required. New conduit and wiring will be provided for new process and instrumentation equipment. It is assumed that existing motor control centers and Unit Substation No. 1 will be reused and have capacity to serve the new pump systems.

4. SCADA System Upgrades

Existing Conditions

The main components of the existing plant's SCADA system are located in the Operator's office: main control panel (CP-3) with Allen-Bradley SLC 5/05 programmable logic controller (PLC) and input/output (I/O) rack, computer workstation that runs Wonderware SCADA software, and Ethernet network switching equipment.

The existing process systems currently connected to the SCADA system are limited:

- A remote terminal unit panel located in the west aeration building is connected to CP-3 via Data Highway Plus.
- The UV disinfection system includes an Allen-Bradley CompactLogix PLC with a local Panelview Plus 7 operator interface terminal. They are connected to CP-3 via Category (CAT) 6 Ethernet cabling.
- Two PE flow signals and a CAT 5e Ethernet cable are wired to CP-3.
- Equipment in the preliminary treatment building and at the retention basin have common alarm signals that are hardwired to CP-3.

The nine remote lift stations are monitored via a separate/independent SCADA system that utilizes cellular communications. It is a cloud-based Trihedral CRUISE Human Machine Interface (HMI) system built on the VTSCADA software platform. The system was installed and is maintained by Utilities Instrumentation Service (UIS).

The existing Wonderware software used as the operator interface application for the plant's SCADA system also interfaces with the CRUISE HMI system for monitoring the nine remote lift stations.

SCADA Improvements

While the scope of the SCADA system upgrades is not explicitly outlined in the RSI, general elements are referred to under the other project scopes:

1. Myrtle Lift Station: SCADA upgrades with controls back to the Operator's office.
2. Storm Pump Building: Bring SCADA controls back to the Operator's office.
3. East Pipe Gallery:
   a. Control upgrades with new VFDs and PLCs.
   b. Bring SCADA controls back to the Operator's office.

To be able to control the Myrtle Lift Station remotely, modifications will need to be made to the station panel and the system programming. It is assumed that the existing cellular communications can be reused.

The existing stormwater pump system does not include any alarm or output signals connected to the plant's SCADA system. The east pipe gallery pumps are connected via hardwiring as described herein.

Hardware Modifications

The SCADA system architecture will be expanded based on providing Allen-Bradley ControlLogix PLCs, I/O racks, new servers and client workstations, and Ethernet networking equipment.

Signals from the new stormwater pumps will be either hardwired to CP-3 or a remote I/O rack will be provided at the Stormwater Pump Station and connected to the PLC in CP-3 via a fiber optic connection. Continued use of an Ethernet network is recommended to connect servers, operator interface computers (client workstations), PLCs, and peripherals. UTP (unshielded twisted pair) cable is recommended for short network connections inside buildings. Fiber optic cabling will be provided for longer network runs between buildings.

To support the expanded SCADA system and software upgrades, the existing CP-3 PLC will be replaced with a ControlLogix PLC as the main PLC. A new SCADA network rack will also be provided to replace existing equipment. A control system network architecture diagram will be prepared to identify hardware modifications and upgrades.

Software Upgrades

The WWTP has a current support contract with AVEVA System Platform (formerly Wonderware) that allows for the existing software to be upgraded. The existing CP-3 PLC programming will be converted to the Allen-Bradley Logix platform, and the existing Wonderware application will be updated to be compatible with new ControlLogix PLC upgrades along with corresponding computer hardware (i.e., server) and software upgrades. Overall upgrades will also include setup, reconfiguration, and additional licensing of software, along with upgrading the application programming, including screens, alarms, trends, data archiving, and reports. Fishbeck will specify that the PLC and SCADA programming is to be provided by a Systems Integrator during construction. Design will include development of process and instrumentation diagrams (P&IDs) and a detailed functional intent (sequence of operation) along with graphic screen, alarm, trend, and reporting requirements.

Scope of Services

Task 1 – Preliminary Design

Fishbeck believes in a collaborative approach to design. We want to find the right solution to the specific challenges the Department of Public Works (DPW) faces on this project. Fishbeck will work with City staff and confirm appropriate equipment sizing and duty points for the pump replacements with respect to the overall WWTP basis of design.

During the project kickoff meeting, Fishbeck and City staff will confirm project objectives and verify the project scope. Fishbeck will review the project schedule and confirm the project work plan. Fishbeck has already conducted an evaluation of the WWTP basis of design and completed a collection system flow metering evaluation. We are prepared to discuss potential pumping arrangements that can meet project objectives.

During preliminary design, Fishbeck will confirm system requirements with respect to industry design standards and applicable building, electrical, and mechanical codes. Fishbeck will identify improvements required to meet codes and notify the City if any of those improvements are beyond the original project scope. We will discuss the necessary upgrades and improvements with the City in detail to define a final scope that will provide the City with the best overall project. Once the overall project scope is finalized, we will identify any changes to the final design and construction engineering scope that may be necessary to complete the design and obtain the necessary permits to construct the project. Preliminary design evaluations will be summarized in a Preliminary Design Report. The various equipment replacements, improvements, and upgrades will be included in an overall engineer's opinion of probable construction cost for the project.

Deliverables

Preliminary Design Report, Engineer's Opinion of Probable Construction Cost

Task 2 – Final Design

Final design will commence with a site visit by Fishbeck's surveyors to conduct a 3D LiDAR scan of the facilities. This will capture photographic details and accurate dimensional data that will be used to create building models for the various design disciplines. Our process engineers will update the flow schematic and P&IDs as necessary. The schematics and P&IDs will be reviewed with WWTP staff and used as the basis for proceeding with detailed design.

Fishbeck will provide the City with review documents at different stages during the final design phase. We will submit documents to City staff for formal review and comment at the 50% and 95% completion levels. The project manual will include front-end documents, with input from City staff regarding bonds, insurance, dispute resolution, liquidated damages, and other legal requirements.

Fishbeck will work with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and City staff to submit the appropriate design documents to meet the agreed upon funding schedule and obtain the necessary permits. Based on EGLE's review and comments, Fishbeck will provide design document revisions prior to advertising for bids.

Deliverables

Draft flow schematics and P&IDs, 50% Design Documents, 95% Design Documents, Design Documents for EGLE review, Part 41 Permit Application, Final Documents (Drawings and Specifications) for Bidding

Task 3 – Bidding

To maintain the required project schedule, Fishbeck will coordinate with City Purchasing to advertise and issue the bidding documents. Fishbeck will prepare an agenda and conduct a pre-bid meeting. We will provide responses to bidder inquires and prepare and distribute addenda as necessary to address questions or make modifications to the bid documents.

Fishbeck will evaluate bids, participate in an interview of the lowest responsive/responsible bidder, and if necessary, with the apparent second low bidder to provide a thorough review of the bids. Fishbeck will provide a letter to City Council with our evaluation regarding bid completeness and responsiveness, bidder capabilities, and recommendation regarding contract award.

Deliverables

Pre-Bid Meeting Agenda, Addenda, Bid Evaluation Letter

Task 4 – Construction Administration

Fishbeck will provide the following construction administration services:

1. Project Management – Review field observation reports and serve as the point of contact and coordinator between the contractor, Fishbeck field and office staff, and City staff.
2. Progress Meetings – Arrange and attend the preconstruction meeting, monthly progress meetings, and the final closeout meeting; prepare agenda and meeting minutes for the preconstruction meeting.
3. Shop Drawing Submittals – Review project submittals from the contractor.
4. Requests for Information (RFIs) – Respond in writing to the contractor's RFIs, issue clarifications to the Contract Documents, and prepare bulletins and change orders as required to resolve unforeseen conditions and changes as applicable.
5. Pay Requests – Review Applications for Payment and supporting documentation and recommend periodic and final payment to the contractor.
6. Punch List Observation of Completed Work – Visit the site and review the work to evaluate substantial completion and issue a punch list describing remaining or deficient work items to be completed or corrected by the contractor.
7. Record Drawings – Collect redlines from the contractor for incorporation into the drawings, as necessary. Provide PDF files for electronic record and two full-size hard copies of the record drawings.
8. Project Closeout – Provide project closeout assistance to the City. Collect and review contractor's project closeout documents.

Project Assumptions and Schedule

Assumptions

Fishbeck has made the following assumptions while developing our scope of services:

- Pump systems will be replaced in kind to the extent possible, with instrumentation and controls updated as described.
- The project components will have concurrent schedules and will be bid together as one contract.
- The project contract will use standard City documents, with no special funding requirements.
- Electrical power distribution systems have adequate capacity to serve replacement equipment and can be reused.
- Facilities meet current applicable National Fire Protection Association and building codes requirements.
- Engineering services for additional project scope beyond those items described in the attached RSI will be provided at additional cost. The final design scope will be reviewed at the completion of preliminary design.
- Construction will require a Part 41 Permit. Permit application review by EGLE may take up to 180 days.
- Construction observation can be provided for additional fee.

We will strive to communicate in a timely manner if we discover that the project scope changes and will work with the City to amend our approach, scope of services, and efforts accordingly.

Schedule

Fishbeck has considered the overall project schedule in relation to the associated ARP timetable to spend available funds. The following preliminary schedule was developed based on the described project scope, construction needs, and permit requirements. Fishbeck is prepared to begin design immediately upon authorization from the City.

Preliminary Project Schedule

Task	Start Date	Duration
Authorization to Proceed with Design	July 30, 2021	--
Preliminary Design	August 2021	2 to 3 months
City Review and Determination of Final Scope	October 2021	2 months
Final Design	December 2021	9 months
Part 41 Permit Application and Review	August 2022	6 months (180 days)
Bid Advertisement	February 2023	1 month
Bid Evaluation	March 2023	1 month
Bid Award/Notice to Proceed	April 2023	--
Construction	April 2023	18 months
Substantial Completion	November 2024	--
Final Completion	December 2024	--

Professional Services Fees

Fishbeck proposes to provide the services outlined herein on an hourly plus expenses basis for an amount not to exceed Four Hundred Fifty-Six Thousand Dollars ($456,000), based on the following breakdown by project:

Project 1 – Myrtle Lift Station	$89,000
Project 2 – Storm Pump Building	$108,500
Project 3 – East Pipe Gallery	$109,500
Project 4 – SCADA System Upgrades	$149,000
Total Fee	**$456,000**

If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,

Erin H. Szczegielniak, PE
Senior Water & Wastewater Engineer

Jeffrey J. Brown, PE
Senior Vice President/Principal

Attachments
By email
Copy: Trent Stockman – City

Requested Scope of Improvements

Myrtle Lift station infrastructure up grades ($ 2,300,000)

3 – Submersible pumps for #1, 3, and 4 make # 1same size as rest and wired in rotation.(75,000x3=$225,000)

6- New valves ($10,125x6=$60,750)

3- New check valves ($12,088x3=$36,264)

Level instrument upgrade to (radar) get rid of air bubbler system ($6,250)

Scada upgrades to come back to operator's office.

Maintenance generator switch gear ($11,250)

Engineering of project

Storm pump Building upgrade to infrastructure up grades ($ 2,000,000)

3- New storm pumps (187,500x3=$562,500)

3- New electric valves ($18,000x3=$54,000)

Upgrade level instruments to (Radar) get rid of bubbler system ($6,250)

3- New basin valves with actuators ($17,000x2=$34,000)

Up grade level instruments to (Radar) ($6,250)

Bring scada back to operator's office

Control upgrades (VFD,Plc)

Building upgrade.

Engineering of project.

East Gallery building upgrade to infrastructure up grades ($2,700,000)

New Ras pumps #1, 2,4 ($21,600x3=$64,800)

New Ras pumps 7&9 ($198,000x2=$396,000)

New Dilution water pump #2 ($9,000)

New Service water pumps #1, 2 ($30,000x2=$60,000)

5- New tank valves ($18,000x5=$90,000) 3- are for primary tanks and 2-are for Ras tanks

2-new primary pumps ($380,000x2=$760,000)

Upgrade leveling devices to (Radar) ($6,250)

Bring scada back to operator's office

Control upgrade (Vfd,plc)

Requested Scope of Improvements

Engineering of project.

Scada software Upgrades ($861,000)

TETRA TECH

June 11, 2021

Mr. Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

Re: Proposal for City of Jackson:
Myrtle Street Lift Station, East Gallery Building, Storm Pump Building, SCADA Software Upgrades
Plans and Specifications and Construction Administration Services

Dear Mr. Osborn:

Thank you for the opportunity to provide the City of Jackson Department of Public Works with professional process, mechanical, electrical, structural and SCADA engineering consulting services for the Jackson Wastewater Treatment Plant (WWTP). This letter is in response to your request to provide construction documentation and construction administration services for upgrading the Myrtle Street Lift Station, East Gallery Building and Storm Pump Building and to provide engineering services for SCADA Software Upgrades at the WWTP. The following is Tetra Tech's understanding of the project requirements per our on-site inspection and follow-up communications, scope of services, project staff, City of Jackson experience, schedule and our compensation to perform the work for these projects.

PROJECT UNDERSTANDING

Myrtle Lift Station

This station is almost 100 years old and needs to be upgraded.

Base Project: The required upgrades ("Base Project") include the purchase and installation of three submersible pumps, six valves and three check valves. Replace the compressed air bubbler level measurement system with a radar system. Install a locally mounted SCADA (PLC) control panel with input/output signals to control the upgraded equipment and design of an upgraded radio telemetry system to allow monitoring and control from the WWTP. The automatic transfer switch on the generator will be studied for possible replacement.

Optional Items: Per our evaluation of the Myrtle Lift Station we identified several other items that the City might consider implementing to get the best use of the available funding. Tetra Tech can include any combination of these Optional Items at your request. The following Optional Items are not included in our fee: replace the roof, replace the 36-inch inlet gates which are in the

frozen "open" position, replace the manual inlet screen system with an automatic cleaning system. Electrical subsystem upgrades, arc-flash analysis with labeling and staff training, power quality monitoring and historization via SCADA, security camera and/or access control system, backup power system enhancement and SCADA programming.

East Gallery Building

Base Project: The required upgrades ("Base Project") include the purchase and installation of five new return activated sludge (RAS) pumps, one dilution water pump, two service water pumps, five new tank valves and two new primary pumps. Provide separate variable frequency drives for RAS pumps #7 and #9 and for the two new primary pumps. Replace the compressed air bubbler level measurement system with a radar system. Install a locally mounted SCADA (PLC) control panel with input/output signals to control the upgraded equipment and interconnect the new East Gallery control panel back to the main control panel via fiber optic cable. VFD design to include proper filtering and surge protection to reduce possible motor/pump damage.

Optional Items: Per our review the following Optional Item (not included in our fee) could include: Replace the pump motor control centers (MCCs). Electrical subsystem upgrades, arc-flash analysis with labeling and staff training, power quality monitoring and historization via SCADA, security camera and/or access control system, backup power system enhancement and SCADA programming.

Storm Pump Building

Base Project: The required upgrades ("Base Project") include the purchase and installation of two possibly three new storm pumps each with VFD's and three electrically operated valves. VFD design to include proper filtering and surge protection to reduce possible motor/pump damage. Replace the compressed air bubbler level measurement system with a radar system. Replace the two manually operated basin gate valves with new valves with motor actuators (identified as G-4-1-1 and G-4-1-2) located on top of the stems. Install a locally mounted SCADA (PLC) control panel with input/output signals to control the upgraded equipment and interconnect the new control panel back to the Administration Building via fiber optic cable. Replace the air actuated valves on the three pump motors with electric actuators.

Optional Items: Per our review the following Optional Items could include: Roof and concrete restoration. The facility would benefit with the addition of a mechanical bar screen. A new mechanical screen would certainly exceed the budgeted funding, so likely not included with this project, but could be targeted for a future project. Electrical subsystem upgrades, arc-flash analysis with labeling and staff training, power quality monitoring and historization via SCADA, power factor correction, security camera and/or access control system, backup power system

enhancement and SCADA programming.

SCADA Upgrades

The SCADA upgrades design will consider the control system requirements needed to integrate new equipment and systems highlighted in the WWTP June 3, 2021 walkthrough handout along with the existing plant Supervisory Control and Data Acquisition (SCADA) system. Our experienced controls engineers are familiar with working for the City of Jackson at the Water Treatment Plant (WTP) and will utilize this experience at the WWTP. We will work with the City to establish the system requirements to ensure all new equipment installed as part of this project can be monitored and controlled through the updated WWTP SCADA system. The Tetra Tech design team has unique SCADA qualifications that allow it to provide its clients a full spectrum of design engineering and programming services. Integration of system components into a homogenous working solution that allows operations staff to achieve efficient operation of complex systems has been our business for 35 years. A higher level of control and monitoring requires a thorough design process. Tetra Tech has developed procedures for assuring successful results. To begin with, Tetra Tech provides detailed design drawings to show the installing contractor the required construction. Electrical engineers rigorously inspect existing plant conditions. This leads to detailed drawings identifying input and output points and the wiring required to be connected to the SCADA system. It also provides us with a base of knowledge about your facility that will be extremely valuable during the subsequent software development and installation phases of the work. Our unique in-house SCADA capabilities will help allow the Tetra Tech team to meet tight design and construction schedules and provide a state-of-the-art control system that enhances operation, security and operator effectiveness. Note that programming services is assumed to occur under separate contract and is not included in the scope of work for this proposal.

The electrical and instrumentation and control systems for the Myrtle Lift Station, WWTP Storm Pump Building, East Gallery Building and the plant's SCADA system will be upgraded to provide SCADA control and monitoring of each system as described above. New programmable logic controllers and related input/output cards will be housed in new standardized control panels. This same standardized control panel will be designed to accommodate each of the WWTP's upgraded systems. The panel will also be standardized in such a way that this one design can be used throughout the WWTP in future controls upgrade projects. Along with the new control panel upgrades the existing SCADA system will be replaced using the same standardized control panel. In addition, the existing Wonderware HMI computers will be replaced, and the software consolidated using Trihedral VTScada HMI software. This will allow a cohesive (single) system

between the WWTP and recently upgraded lift-station monitoring system.

Base Project: The required upgrades ("Base Project") includes the replacement of the existing Rockwell SLC based programmable logic components with new Rockwell Logix based controllers and related input/output cards. This includes the SLC 505 within the main control panel and single remote rack monitoring the existing aeration tanks and sludge flows. A standardized control panel will be designed and utilized to replace the main control panel and remote I/O rack. In addition, this standardized control panel design will be utilized within the Myrtle LS, Storm Pump Building and East Gallery areas to incorporate those signals into the upgraded control system. A computer system architecture diagram will be created that depicts new SCADA computers located within the administration building control room. The design will be based on consolidating the human machine interface (HMI) software using the Trihedral VTScada product which is currently being used to monitor the WWTP lift stations. The design will include three new SCADA computers located within the existing control room. A specification will be created to describe the programming tasks needed to consolidate the existing VTScada lift station application into a single WWTP application along with describing the interconnection of the new VTScada system to the existing Hach reporting system.

Optional Items: Optional items (not included in our fee) include engineering related to the demolition and replacement of the existing administration building main control panel, automation of other areas of the WWTP that are outside the scope of this proposal, system design for additional SCADA computers to be placed in other parts of the WWTP outside the control room, creation of detailed process control narratives describing SCADA system control functionality and software standards to be executed by the system programmer and programming of the SCADA system by our experienced programming team.

SCOPE OF SERVICES

We have divided this project into four projects. The projects are: 1) Myrtle Street Lift Station, 2) East Gallery Building, 3) Storm Pump Building and 4) SCADA Upgrades. We will complete these projects by following the tasks below.

1) Myrtle Street Lift Station, 2) East Gallery Building 3) Storm Pump Building Tasks and 4) SCADA Software Upgrades:

1.0 DESIGN:

1.1 **Basis of Design** – Representatives of the process, electrical, instrumentation and structural design team will visit each project site and document background

conditions and to confirm the scope of improvements to be made as a result of the project. Information obtained from this visit will be used to develop REVIT-models and base construction drawings. NOTE: These base construction drawings will only be as detailed as required to complete each of these projects. This effort does not include developing "as-built" drawings of the existing facilities. We will prepare a Basis of Design for each project which will include conceptual drawings and an opinion of probable cost. We will review these projected costs with the City to ensure that the costs are within the City's budget.

1.2 **75% Construction Documents** – The design team will develop a package of documents for Jackson DPW's review. These documents will include the following:

1.2.1 DRAWINGS – Site, Process, Electrical, Instrumentation and Structural drawings will be developed to approximately the 75% level.

1.2.2 SPECIFICATIONS - Full length book specifications will be provided using the latest Construction Specification Institute (CSI) format. Division 0, 1 and 2 specifications will be included. We will draft the bid form, develop allowance descriptions and costs, project requirements and demolition.

1.2.3 OPINION OF PROBABLE COST – Using the latest edition of RSMeans "Costworks" Tetra Tech engineers will provide an opinion of probable of cost for the work detailed in the specifications and drawings.

1.2.4 75% REVIEW MEETING – Our team will meet with Jackson staff to review the 75% documents. This meeting will be held approximately one week after the 75% submission to give Jackson staff adequate time to review the submitted documents.

1.3 **100% Bid Documents** – The 75% documents will be developed to the 100% Bid level. Your comments on the 75% documents will be incorporated into the Bid documents. The City of Jackson is a member of "BidNet Direct – MITN" which is a website that hosts open bids for contractors. Tetra Tech will provide the necessary bidding documents to the City of Jackson for posting to this website.

1.4 **Bid Support and Permit Set** – <u>Note: Our approach and budget assume that all of the construction work will be bid in one contract.</u>

1.4.1 Several Tetra Tech engineers will participate in the Bid Walk-thru

Meeting on-site. We will prepare an agenda and meeting minutes. Tetra Tech will review the bid documents and highlight any special requirements during the meeting and walk the job site with the attending contractors.

1.4.2 We estimate that we will take questions for two weeks after the Bid Walk-thru Meeting and issue only one Bid Addendum document that addresses all questions with either an update to the drawings and specifications or a written narrative / direct answer to questions for clarification.

1.4.3 Tetra Tech will assist the City of Jackson with its review of contractor bids.

1.4.4 A stamped, and signed drawing set and specifications will be provided to the awarded contractor to submit for a construction permit. The contractor shall be required to handle all permitting fees. Tetra Tech will prepare PA 399 permit application and submit it to the Michigan Department of Environmental, Great Lakes and Energy (EGLE) on behalf of the City.

2.0 CONSTRUCTION ADMINISTRATION:

2.1 **Construction Meetings** – A representative from the Tetra Tech design team will attend a construction kickoff meeting (approximately two weeks after award) and three construction meetings (to start after contractor has mobilized on-site) until the substantial completion of the project. Tetra Tech assumes four hours of labor for each meeting. Tetra Tech consultants will use their time on site to also review construction progress and take note of any deficiencies for contractor correction. A representative from the Tetra Tech construction inspection team will attend these four meetings plus sixteen additional construction progress meetings.

2.2 **Pay Application Review** – Tetra Tech will review the contractor's pay applications. Eighteen pay application reviews are included.

2.3 **Submittal Review** – Tetra Tech has budgeted 180 hours for submittal reviews. This is based on the estimated number of submittals, administrative time, and the occasional re-submittal that we usually see for a project this size.

2.4 **RFI Response** – Tetra Tech has budgeted 120 hours to respond to contractor requests for information.

2.5 **Final Punchlist** – Representatives from each of the trades will conduct a final

review of the work performed by the contractor to generate a punch list of deficiencies that are to be corrected before the contractor can submit for final completion.

2.6 **Periodic Observation** – We budgeted 1,000 hours for a Tetra Tech representative to perform periodic observation of construction progress at key milestone events. Should more time be required the additional time will be billed at $100 per hour plus travel expenses.

PROJECT STAFF

The following key staff will complete these projects. We can provide detailed resumes upon request.

Vic Cooperwasser, PE, Client Manager. Mr. Cooperwasser serves the City of Jackson as Client Manager for all Tetra Tech projects. Mr. Cooperwasser's experience with the City of Jackson dates back to 1973. As Client Manager, Mr. Cooperwasser will review the project status regularly with the City to ensure that the project stays within budget and on schedule.

Ben Whitehead, PE, Project Manager. Mr. Whitehead has extensive infrastructure experience. He currently serves the City as Project Manager for the Water Treatment Plant Pipe Gallery Replacement project. This project involved challenges in scheduling plant down time to install major pipe sections and managing additional pipe repairs resulting from the construction project. This project involved the replacement of assets that were installed 50 years ago.

Pete Daukss, PE, Process Engineer. Mr. Daukss has over 40 years of experience and served as Project Manager for the 2009 to 2011 Jackson Wastewater Treatment Plant Replacement and Upgrade project including conveyor replacement, classifier relocation, aeration piping improvements, new aeration blower, and replacement of 24-inch mixed liquor return piping.

Gene Jones, PE, Electrical Engineer. Mr. Jones has worked on City of Jackson projects for almost 30 years. He has provided design and programming of communications, SCADA, and security systems for wastewater and water utilities, including cyber security protocols. This includes secured wireless ethernet and fiber optic communications, card access systems over wireless and fiber optic, thermal imaging cameras with motion tracking, alarms, archiving periods, and fencing.

Mick Jones, PE, SCADA Engineer. Mr. Jones is a senior project manager with extensive systems integration experience including sophisticated control system components for water and wastewater treatment plants. He has led previous SCADA programming update work at the

Wastewater Treatment Plant and is extremely familiar with the plant's control systems.

Robert Watt, Construction Administration and Resident Project Representative. Mr. Watt has extensive construction management experience and is currently performing these services for the City of Jackson on the Water Treatment Pipe Gallery Replacement project.

CITY OF JACKSON EXPERIENCE

Tetra Tech, and its precursor engineering consulting firms, have provided wastewater infrastructure services for the City of Jackson for over 100 years! The following is a list of recent Tetra Tech projects completed or underway for the City:

Year	Project
2013	Wastewater Treatment Plant Photovoltaic System Investigation Assistance
2013	Water Treatment Plant SCADA Upgrade
2013	Wastewater Treatment Plant Contract Operations
2014	Water and Sewer Rate Study Update
2014	Wastewater Treatment Plant Sludge Storage Tank Inspection
2015	Wastewater Treatment Plant Hach Software Integration
2015	Water Treatment Plant SCADA Upgrade
2015	Wastewater Treatment Plant SCADA Improvements, Phase 1
2015	Water Treatment Plant Emergency As-Needed Services
2017	Wastewater Treatment Plant As-Needed SCADA Services
2018	Wastewater Treatment Plant UV Disinfection System Programming Integration
2019	Water Treatment Plant Dehumidification Feasibility Study
2019	Water Treatment Plant Emergency As-Needed Electrical and SCADA Services
2019	Water Treatment Plant Gallery Piping Study
2020	Water Treatment Plant Dehumidification Design and Construction Administration
2020	Water Treatment Plant SCADA Software Upgrades
2020	Water Treatment Plant Motor Control Center Upgrades

2020	Water Treatment Plant Pipe Replacement Design and Construction Administration
2020	Wastewater Treatment Plant Laboratory Support
2021	Wastewater Treatment Plant As-Needed SCADA Services

SCHEDULE

We are ready to begin work immediately. Tetra Tech proposes to complete the tasks described above per the following tentative schedule. This schedule can be expedited subject to major equipment delivery times.

Notice to Proceed	August 2, 2021
Tetra Tech Site Visit	August 3, 2021
75% Documents Submittal	October 8, 2021
Review Meeting	October 15, 2021
100%/Bid Documents Submittal	December 31, 2021
Bid Walk-thru	March 1, 2022
Bidders Questions Close	March 15, 2022
Bids Due	March 30, 2022
Award to Contractor	May 2, 2022
Construction Kickoff Meeting	June 1, 2022
Submittals for Major Equipment	August 1, 2022
Substantial Completion	September 15, 2023
Final Completion	October 13, 2023

COMPENSATION

Tetra Tech proposes to perform the scope of services listed for a lump sum fee detailed as follows:

1. Myrtle Street Lift Station: $113,208
2. East Gallery Building: $120,128
3. Storm Pump Building: $107,149
4. SCADA Software Upgrades: $56,515

TOTAL: $397,000

We will provide a detailed breakdown of hours by staff member and task at your request. The lump sum fees for the individual projects may vary from the amounts shown. However, the total fee will not be exceeded without the City of Jackson's written authorization. Our Standard Terms and Conditions are attached and are part of this proposal.

We are excited to work with you on this project. If you have any questions, please contact us.

Sincerely,



Vic Cooperwasser, PE
Senior Project Manager

ACCEPTED BY THE CITY OF JACKSON: _____

TITLE: _____ DATE: _____

Myrtle Lift Station, East Gallery Building,_Storm Pump Building,_SCADA Software Upgrades: Plans and Specifications and Construction Administration

Tetra Tech of Michigan, PC
Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - $1,000,000 per occurrence for bodily injury, including death and property damage, and $2,000,000 in the aggregate
Automobile Liability –$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - $1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed $50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

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: Mike Osborn, Director of Public Works

DATE: July 7, 2021

SUBJECT: **Recommendation of Approval for Professional Services Contract with Fishbeck to perform Engineering and Project Administration for the East Pipe Gallery Improvements at the Wastewater Plant.**

Recommendation:

Approval of Professional Services Contract with Fishbeck to perform the Engineering and Project Administration for the East Pipe Gallery Improvements at the Wastewater Plant at a cost of $109,500.00. The American Rescue Plan Act will fund the cost for these services.

Your consideration and concurrence is appreciated.

Michael Osborn

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: Mike Osborn, DPW Director

DATE: July 6, 2021

SUBJECT: **Allow Engineering and Project Administration for SCADA Software Upgrades at the Wastewater Plant. Cost will be covered by the American Rescue Plan.**

Recommendation:
Allow Engineering and Project Administration for SCADA software upgrades. (Supervisory control and data acquisition). To be performed by Tetra Tech for $56,515.00. Cost to be covered by the American Rescue Plan.

Your consideration and concurrence is appreciated.

Michael Osborn

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: Mike Osborn, Director of Public Works

DATE: July 7, 2021

SUBJECT: **Recommendation of Approval for Professional Services Contract with Fishbeck to perform Engineering and Project Administration for the Storm Pump Building upgrades at the Wastewater Plant.**

Recommendation:

Approval of Professional Services Contract with Fishbeck to perform the Engineering and Project Administration for the Storm Pump Building upgrades at the Wastewater Plant at a cost of $108,500.00. The American Rescue Plan Act will fund the cost for these services.

Your consideration and concurrence is appreciated.

Michael Osborn

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: City Council

FROM: Jonathan Greene, City Manager

DATE: July 6, 2021

SUBJECT: **Application to the National Park Service to list Downtown Jackson on the Register of Historic Places**

Recommendation:
Approve an application to the National Park Service to list Downtown Jackson on the Register of Historic Places.

Your consideration and concurrence is appreciated.

Jonathan Greene



Mayor Derek Dobies
City of Jackson
City Hall
161 W. Michigan Avenue
Jackson, MI 49201

June 8, 2021

Dear Mayor Dobies,

My letter is to ask for your support and consideration for a National Register Historic District for Downtown Jackson. As you're aware, the City of Jackson has been in the midst of a harmonious synergy where redevelopment and historic building rehabilitations are underway, a more pedestrian-friendly streetscape welcomes community members and visitors alike, and pocket parks dot the landscape as a green space to retreat. This speaks volumes for those at the City and within the community who have been tirelessly leading the transformation up until this juncture and are ready for the next endeavor—listing the downtown in the National Register of Historic Places! Designation in the National Register is where targeted preservation and strategic planning efforts unite in Jackson!

The National Register of Historic Places is a federal program administered by the National Park Service in partnership with state government. The National Register was created by the National Historic Preservation Act of 1966 to recognize and protect properties of historic and cultural significance that warrant consideration in federal undertakings such as highway construction, water conservation projects, and to provide incentives for local and private preservation initiatives. In each state the program is administered by a State Historic Preservation Officer (SHPO), who is usually an official in a state historical or related state agency. In Michigan, the State Historic Preservation Officer is the director of the State Historic Preservation Office which is located within the Michigan Economic Development Corporation.

The SHPO is responsible for conducting the statewide survey of historic properties, coordinating nominations of eligible properties to the National Register, and conducting environmental review of federal and state projects that may affect properties listed or eligible for listing in the National Register. Nominations of properties to the National Register are prepared and reviewed at the local and state levels, but the final decision to list a property or district in the National Register is made by the National Park Service.

National Register listing is primarily an honor, meaning that a property has been researched and evaluated according to established procedures and determined to be worthy of preservation for its historical value. The listing of a historic or archaeological property in the National Register does not obligate or restrict a private owner in any way unless the owner seeks a federal benefit such as a grant or tax credit. For a private owner, the chief practical benefit of National Register listing is eligibility for a 20% federal investment tax credit that can be claimed against the cost of a certified rehabilitation of an income-producing historic building. Also, as of December 2020, Michigan reinstated its State Historic Tax Credits for both income-producing and non-income-producing, residential historic properties. A historic property in Michigan can now qualify for a 25% state investment tax credit!

The criteria for inclusion in the National Register is pretty straightforward. In order for something to be included, it must fall into at least one of these four categories:

- The site must be associated with an event that played a significant role in an area's history;
- The site must exemplify distinct characteristics of important architectural styles; or unique methods of construction;
- The site must be associated with the lives of individuals who played a significant role in an area's history;
- The site must have the potential to yield important information about an area's history or prehistory (i.e. archeology)

There are plenty of reasons why one may want to have their property included in the National Register, not the least of which is, frankly, honorary. Listing in the National Register gives a sense of pride to the community and owner. Being able to say your property is significant — whether because of its architectural style or its relationship to noteworthy historical events — is a surefire way to spark interest in your community's history and increase property value. Historic districts, like a potential one in Downtown Jackson, is a smart planning and real estate development tool. Plus, it brings a strong sense of community pride. In addition, there are economic benefits like the federal and state historic tax credits and additional incentives for redevelopment.

A preliminary, reconnaissance study of a potential historic district in Downtown Jackson contains a historic Episcopal, Baptist, Congregational, Lutheran, and Catholic church buildings and complexes; a former synagogue; two former Masonic temples (one now the county building) an Elks temple; the Hayes and Otsego Hotels; all of the city's historic office tower buildings; the Michigan Bell and Citizen Patriot buildings, both by Albert Kahn; and one early 20th century apartment building. The district contains buildings from Italianate and Late Victorian to 1950s/60's mid-century-modern design. To have this variety of architectural styles in one downtown is exceptional.

The National Register of Historic Places is important for many reasons. Not least of which is the overall awareness it brings to a specific structure or district's historical value. Historic buildings, monuments, and districts are windows to the past, through which history is made tangible and lessons are learned. When people are conscious of a place's historical significance, the chances of its survival become much greater, and it has the opportunity to continue teaching by simply existing. The National Register allows for potential historic districts like Downtown Jackson's to continue to tell the story of Jackson through generations long ago.

I encourage you to consider a National Register Historic District for Downtown Jackson. The time is ripe for embracing Jackson's past and planning for its future. Please feel free to reach out to me if you have any questions and or comments at Jessica@preservationforward.com or you may call me at (517) 220-5144.

Sincerely,

Jessica Flores

Jessica Flores, MSHP, LEED GA
Principal, Preservation Forward
PO Box 4490
East Lansing, MI
48826
517/220-5144
Jessica@preservationforward.com

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: City Council

FROM: Jonathan Greene, City Manager

DATE: July 7, 2021

SUBJECT: **Amended Addendum to Parking Permit Purchase Agreement**

Recommendation:
Approve an amendment to the Parking Purchase Agreement Addendum between Detroit Entrepreneur Development, LLC and the city of Jackson, allow the City Attorney and City Manager to make minor modifications, and allow the City manager to execute the amendment.

Your consideration and concurrence is appreciated.

Jonathan Greene

AMENDED ADDENDUM TO PARKING PERMIT PURCHASE AGREEMENT

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This Addendum (the Addendum) made on the last date appearing below is attached to and is a part of the Parking Permit Purchase Agreement (the Agreement) between the City of Jackson, as "City" or "Seller" and Detroit Entrepreneur Development, LLC, as "DED" or "Purchaser" to amend the printed text of the Agreement, and the printed text of an Addendum between the parties dated July 1, 2016, as follows:

1. Paragraph 2 of the Agreement (Paragraph 1 of the July 1, 2016 Addendum) is revised to state the following: "2. Whether additional parking is constructed or not constructed, the City shall provide up to 54 parking permit hang tags for DED for use in any City parking lot at the rate being charged for parking permit hang tags for parking lot 21 at the time of sale of the permits. ~~for the amount of Forty-Five ($45.00) Dollars per month per tag for the first three years. After three (3) years, the price of the parking permit hang tag shall be increased annually on the anniversary of the effective date of this Agreement by a percentage equal to the percentage increase in the Consumer Price Index, All Cities, published by the U.S. Department of Labor for the month this Agreement goes into effect and the most recently published index at the anniversary date of this Agreement, and shall not exceed a Three (3%) Percent increase at any time.~~

~~The parking permit hang tags shall be Green series parking hang tag permits (or other general parking hang tag color as may be changed from time to time) for use in city public parking spaces. A map of the parking lots at which the Green series parking permit hang tags may be used is attached as Exhibit C."~~

2. Paragraph 3 of the Agreement (Paragraph 2 of the July 1, 2016 Addendum) is revised to state the following:

~~"3. The purchase price for one year of 54 parking permit hang tags, that initial amount being Twenty-Nine Thousand One Hundred Sixty ($29,160.00) Dollars, must be paid ten (10) days from issuance of the certificate of occupancy and reoccurring every year from that date for the period of this Agreement. This amount shall be nonrefundable.~~

3. To the extent of any inconsistency or discrepancy in the language of this Addendum with the preprinted language of the Agreement or of the July 1, 2016 Addendum, the language of this Addendum shall control.

4. Either party may terminate the Parking Purchase Agreement between the parties by giving the other party a written 30 day notice delivered first class mail.

	Detroit Entrepreneur Development, LLC	City of Jackson
By		
Printed Name		
Title		
Date		

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, Public Works Director

DATE: July 6, 2021

SUBJECT: Allow Dixon Engineering & Inspection Services to proceed with Engineering and Project Administration for the Water Treatment Plant Clarifier Restoration and Painting Project, at the cost of $96,000.00. To be covered through American Rescue Plan funds.

Recommendation:

Allow Dixon Engineering & Inspection Services to proceed with Engineering and Project Administration for the Water Treatment Plant Clarifier Restoration and Painting Project, at the cost of $96,000.00. Amount to be covered through American Rescue Plan funds.
Generally identified as follows:
Technical Specifications, Contract Documents, Pre-bid Meeting, Project Administration, Preconstruction Meeting, Weld Observation, Wet Interior Coating Observation, Cathodic Protection Observation, and One (1) year warranty (Dry) on the Four (4) Clarifiers: Primary, Secondary, East and West.

Your consideration and concurrence is appreciated.
Michael G. Osborn

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: July 6, 2021

RECOMMENDATION:

SUMMARY

Allow Dixon Engineering & Inspection Services to proceed with Engineering and Project Administration for the Water Treatment Plant Clarifier Restoration and Painting Project, at the cost of $96,000.00. Amount to be covered through American Rescue Plan funds.
Generally identified as follows:
Technical Specifications, Contract Documents, Pre-bid Meeting, Project Administration, Preconstruction Meeting, Weld Observation, Wet Interior Coating Observation, Cathodic Protection Observation, and One (1) year warranty (Dry) on the Four (4) Clarifiers: Primary, Secondary, East and West.

BUDGETARY CONSIDERATIONS

The amount of $96,000.00 to be covered through American Rescue Plan funds.

HISTORY, BACKGROUND and DISCUSSION

The clarifiers have been in need of repair and painting for quite some time. Given the nature of the clarifiers mainly being submerged in water, inspections have indicated blistering, as well as, areas of bare metal with rapid deterioration. In fact the last dates the clarifiers were painted were in 1997 through 1998 which is far too long ago. This project was originally slated for this current year budget, however we intend to use funds from the American Rescue Plan.

POSITIONS

Allow Dixon Engineering & Inspection Services to proceed with Engineering and Project Administration for the Water Treatment Plant Clarifier Restoration and Painting Project.

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

September 28, 2020

Mr. Mike Osborn, Water Plant Superintendent
City of Jackson
161 West Michigan Ave
Jackson, MI 49201

Subject: East Primary and Secondary Clarifier Tank Inspection

Dear Mr. Osborn:

On March 3 and August 11, 2020, Dixon Engineering Inc. performed a preliminary maintenance inspection on the east primary and secondary clarifiers owned by the City of Jackson, Michigan. The inspection was performed by Tom Rounds, Project Manager. Scheduling and arrangements for the inspection were completed through Mike Osborn. No cleaning was performed during the inspection. Photos of the inspection are included with this report.

East Primary

The non-submerged coating is in fair condition overall with a few spot coating failures throughout. Coating deterioration includes spot failures to the substrate, rust undercutting, and rust bleedthrough. Most of the coating failures are along the center trough and beam connections. The wet interior coating is in fair condition overall. There are a few spot coating failures to the substrate and rust bleedthrough throughout and blisters on the rake arms. The catwalk grating and handrail is aluminum and not coated. There are cracks on the concrete at the handrails. There is rust bleedthrough and topcoat delamination throughout the perimeter handrail. There is some steel loss on the catwalk support beams. There is some erosion on the existing weirs.

East Secondary

The non-submerged coating is in fair condition overall with numerous spot coating failures throughout. Coating deterioration includes spot failures to the substrate, rust undercutting, and rust bleedthrough. Most of the coating failures are along the center trough, launders, and beams. The wet interior coating is in fair condition overall. There are a few spot coating failures to the substrate and rust bleedthrough throughout, and blisters on the rake arms and center drive cage. The catwalk grating and handrail are aluminum and not coated. There is rust bleedthrough and topcoat delamination throughout the perimeter handrail.

RECOMMENDATIONS:

Repaint the steel surfaces on both clarifiers. Abrasive blast clean all the non-submerged metal to a commercial (SSPC-SP6) condition and the wet interior metal of the clarifiers to a near-white metal (SSPC-SP10) condition. Apply an epoxy system to all prepared surfaces. Wet interior coating systems are to be approved for potable water storage tanks contingent upon meeting requirements of NSF/ANSI 61. All blast work would be performed inside a dust tight flexible containment system using negative air pressure

DIXON recommends application of epoxy coating systems in most applications because they have good adhesion and abrasion resistant qualities. The estimated cost to apply the three-coat epoxy system is $60,000 ($30,000 each) plus $40,000 ($20,000 each) for containment.

Power tool clean and overcoat with an epoxy system the steel perimeter railing. The estimated cost is $30,000 (15,000 each).

Replace the steel weirs with fiberglass weirs on the primary clarifier. The estimated cost is $10,000.

Budget to replace the catwalk support beams on the primary clarifier. The estimated cost is $10,000.

COST SUMMARY:

Steel repaint	$100,000
Perimeter railing overcoat	30,000
Fiberglass weirs on the primary clarifier	10,000
Beam replacement on the primary clarifier	10,000
Subtotal	$150,000
Engineering and Contingencies	$30,000
Total	$180,000

If you have any questions regarding this report, please contact project manager, Tom Rounds at 616-374-3221 ext. 310.

FOR DIXON ENGINEERING, INC.,



Lane Tremblay
Engineering Technician

DIXON ENGINEERING, INC.

FIELD INSPECTION REPORT

CLARIFIER

DATE: **March 3, 2019 and August 11, 2020**

OWNER: **City of Jackson**
CLIENT CODE: **22-38-04-23**
CLARIFIER NAME: **East Primary**
LOCATION: Address: **740 E. Mansion St.**
City: **Jackson**
State: **Michigan**
CLARIFIER SIZE:
Diameter: **58 feet (from measured corners)**
Effluent (HWL): **19 feet (measured)**
Sidewall height: **23 feet (measured)**
CONSTRUCTION:
Type of structure: **Water clarifier**
Layout: **Partially buried, inside building**
YEAR CONSTRUCTED: **1974?**
MANUFACTURER: **CB&I – Walker**

COATING HISTORY	ABOVE HWL	BELOW HWL
YEAR LAST COATED	**1998**	**1998**
CONTRACTOR	**Kountoupes**	**Kountoupes**
COATING SYSTEM	**Epoxy**	**Epoxy**
SURFACE PREPARATION	**SSPC-SP6**	**SSPC-SP10**
COATING MANUFACTURER	**Tnemec**	**Tnemec**
HEAVY METAL COATING SAMPLES	**No**	**No**
HEAVY METAL BEARING	**No**	**No**

PERSONNEL: Inspector **Tom Rounds**
METHOD OF INSPECTION: **Dry**

SITE CONDITIONS

Fenced: **Yes**
Controls Location: **On the bridge**
Neighborhood: **Water plant**
Site drainage: **Away from clarifier**
Indications of underground leakage: **No**
Shrub, tree, etc. encroachment: **No**
Rubbing on the Clarifier: **No**
Access to work area: **Through building**
Site Comments: **Inside wastewater plant**

Perimeter Railing:

Material: **Steel**
Coating condition: **Poor**
Metal condition: **Good**
Height: **42 inches**
Mid-rail height: **24 inches**
Toe plate height: **6 inches concrete curb**
Perimeter railing comments: **Coating peeling, spot rusting**

STEEL STRUCTURE

Bridge/Catwalk:

Width (at outer edge): **46 inches** Length: **37.5 feet**
Width (at center): **6 feet 6 inches** Length: **27 feet**
Walkway material: **Aluminum**
Walkway shape: **Grating**
Handrail: **Yes**
Railing material: **Aluminum**
Railing Shape: **Tube**
Railing height: **44 inches**
Mid-rail height: **23 inches**
Toe plate height: **4 inches**
Access: **Stairway**
Support Beams:
Size: **6 x 20 inches**
Number: **2**
Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, rust bleedthrough**
Dry film thickness: **12-16 mils**
Metal condition: **Good**

STEEL STRUCTURE

Catwalk comments: **Abrasive blast clean project**

Cone Hood:

Cone stationary: **Yes**

Diameter at the base: **39 feet**

Height off the floor: **7 feet 2 inches**

Access hatch: **No**

Topcoat condition below water line: **Fair**

Previous coat/system condition: **Fair**

Describe coating: **Blisters**

Topcoat condition above water line: **Fair**

Previous coat/system condition: **Fair**

Describe coating: **Rust undercutting**

Metal condition: **Good**

Cone comments: **Significant lime build-up. Blister observed on exposed coating**

Center Support:

Type: **Cylinder**

Diameter: **30 inches**

Lattice construction: **Angles**

Size: **1½ x 1½ inches**

Topcoat condition below water line: **Good**

Previous coat/system condition: **Good**

Describe coating: **No significant coating deterioration**

Topcoat condition above water line: **Fair**

Previous coat/system condition: **Fair**

Describe coating: **Spot coating failures to substrate, rust bleedthrough**

Metal condition: **Good**

Center support comments: **Spot failures near angles and sharp edges**

Drive Shaft:

Type: **Lattice**

Diameter: **45 x 48 inches**

Height off the floor: **N/A**

Lattice construction: **Angles**

Size: **1½ x 1½ inches**

Access opening: **No**

Size: **36 x 30 inches**

Oil leakage from drive motor evident: **Yes**

STEEL STRUCTURE

Topcoat condition below water line: **Fair**
Describe coating: **Spot coating failures to substrate, rust bleedthrough**
Topcoat condition above water line: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate**
Metal condition: **Good**
Drive shaft comments: **Line build-up**

Mixing/Influent chamber:

Diameter: **18 feet**
Height of Sidewall: **6 feet 7 inches**
Mixers: **2**
Tube Size: **20 inches x 8 feet**
Topcoat condition below water line: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **No significant coating deterioration**
Topcoat condition above water line: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, rust bleedthrough**
Metal condition: **Good**
Mixing/Influent chamber comments: **Significant steel loss on 8 x 10 inch beams supporting mixer north side. Beam is twisted. Catwalk support and beam corroded**

Turbine:

Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, rust bleedthrough, blisters**
Metal condition: **Good**
Turbine comments: **Up flow**

Influent pipe:

Penetration: **Through wall**
Diameter: **24 inches**
Supported from catwalk: **No**
Condition of supports: **Good**
Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **No significant coating deterioration**

STEEL STRUCTURE

Metal condition: **Good**
Influent pipe comments: **Sediment inside pipe**

Radial launders:

Number of launders: **15**
Size: **12 x 12 inches**
Weirs: **Yes**
Removable: **Yes**
Weir material: **Steel**
Condition of launder wall connection: **Good**
Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, rust undercutting**
Metal condition: **Fair**
Radial launder comments: **Some steel loss**

Annular/Cone trough:

Width: **2 feet**
Depth: **3 feet 6 inches**
Weirs: **No**
Describe coating: **Spot coating failures to substrate, rust undercutting, rust bleedthrough**
Metal condition: **Good**
Annular/Cone trough comments: **Some steel loss at launders**

Rake arms:

Number of arms: **2**
Arm configuration: **Square**
Size: **42 x 48 inches**
Arm construction: **Angles**
Size: **1½ x 1½ inches**
Length of arms **25 feet**
Metal condition: **Good**
Number of scrapers: **5 per arm**
Length: **60 inches**
Material: **Aluminum**
Metal condition: **Good**
Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, blisters**

STEEL STRUCTURE

Effluent Trough:

Size: **36 x 34 inches**
Weirs: **Yes**
Removable: **Yes**
Weir material: **Steel**
Topcoat condition: **Poor**
Previous coat/system condition: **Poor**
Describe coating: **Spot coating failures to substrate, rust undercutting, rust bleedthrough**
Metal condition: **Good**
Effluent box: **Yes**
Size: **40 (W) x 6 (L) x 6 feet 3 inches (D)**
Effluent trough comments: **Wear on v notch**

Chemical Feed Lines/Trough:

Number: **3**
Material: **Steel**
Coating condition: **Poor**
Metal condition: **Fair**
Chemical feed line comments: **8 inch trough, 4 inch PVC, 3 inch PVC, ½ pipe**

CRACK GRADES

Crack Grade	Width
1	Tight, no separation - dormant
2	Tight to up to fingernail width
3	Fingernail width up to 1/8 inch
4	1/8 up to 1/4 inch
5	Greater than 1/4 inch

WET INTERIOR CURB CONCRETE

Cracking:

Number of cracks: **25**
Total length of cracking: **50 feet**

Location: **6 inch curb**
Grade: **1**
Location: **Handrail**
Grade: **3**
Length: **15 feet**

WET INTERIOR CURB CONCRETE

Orientation: **Horizontal and vertical**
Efflorescence present: **No**

Any interior sidewall cracks appear to be leaking: **No**

Spalling:

Number of areas spalled: **2**

Spall Descriptions:
Location: **Next to trough**
Size (inches): **4 x4**
Maximum depth (inches): **4**
Reinforcing steel visible: **No**

WET INTERIOR FLOOR CONCRETE

Cracking:

Number of cracks: **2**
Total length of cracking: **60 feet**
Total length of cracking requiring repair: **0 feet**

Location: **North/northwest**
Grade: **1**
Length: **50 feet**
Orientation: **Diagonal**
Efflorescence present: **No**
Location: **West**
Grade: **1**
Length: **60 feet**
Efflorescence present: **No**

Any interior floor cracks appear to be leaking: **No**

Spalling:

Number of areas spalled: **None**

Sludge Pit:

Concrete condition: **Good**
Sludge pit comments: **3 x 5 foot slopes**

Field Inspection Report is prepared from the contractor's viewpoint. It contains information the contractor needs to prepare his bid for any repair or recoating. The engineer uses it to prepare the engineering report. Cost estimates are more accurate if the contractor's problems can be anticipated. While prepared from the contractor's viewpoint, the only intended beneficiary is the owner. These reports are completed with diligence, but the accuracy is not guaranteed. The contractor is still advised to visit the site.

DIXON ENGINEERING, INC.

FIELD INSPECTION REPORT

CLARIFIER

DATE: **March 3, 2020 and August 11, 2020**

OWNER: **City of Jackson**
CLIENT CODE: **22-28-04-24**
CLARIFIER NAME: **East Secondary**
LOCATION: Address: **740 E. Mansion St.**
City: **Jackson**
State: **Michigan**
CLARIFIER SIZE:
Diameter: **75 feet (measured)**
Effluent (HWL): **19 feet (measured)**
Sidewall height: **23 feet (measured)**
CONSTRUCTION:
Type of structure: **Water clarifier**
Layout: **Partially buried and inside building**
YEAR CONSTRUCTED: **1974?**
MANUFACTURER: **Walker Process and CB&I**

COATING HISTORY	ABOVE HWL	BELOW HWL
YEAR LAST COATED	**1999**	**1999**
CONTRACTOR	**Kountoupes**	**Kountoupes**
COATING SYSTEM	**Epoxy**	**Epoxy**
SURFACE PREPARATION	**SSPC-SP6**	**SSPC-SP10**
COATING MANUFACTURER	**Tnemec**	**Tnemec**
HEAVY METAL COATING SAMPLES	**No**	**No**
HEAVY METAL BEARING	**No**	**No**

PERSONNEL: Inspector **Tom Rounds**
METHOD OF INSPECTION: **Dry**

SITE CONDITIONS

Fenced: **Yes**
Controls Location: **On the bridge**
Neighborhood: **City property**
Site drainage: **Away from clarifier**
Indications of underground leakage: **No**
Shrub, tree, etc. encroachment: **N/A**
Rubbing on the Clarifier: **No**
Access to work area: **Through building**
Site Comments: **Inside water plant**

Perimeter Railing:

Material: **Steel**
Coating condition: **Poor**
Metal condition: **Good**
Height: **42 inches**
Mid-rail height: **24.5 inches**
Toe plate height: **6 inches**
Perimeter railing comments: **Concrete curb 6 inches, some cracks**

STEEL STRUCTURE

Bridge/Catwalk:

Width (at outer edge): **44 inches** Length: **62.5 feet**
Width (at center): **6 feet/inches** Length: **27 feet/inches**
Walkway material: **Aluminum**
Walkway shape: **Grating**
Handrail: **Yes**
Railing material: **Aluminum**
Railing Shape: **Tube**
Railing height: **44 inches**
Mid-rail height: **24 inches**
Toe plate height: **4 inches**
Access: **Stairway**
Support Beams:
Size: **6 x 20 inches**
Number: **2**
Length: **63 feet**
Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Rust undercutting, rust bleedthrough**
Dry film thickness: **12-14 mils**

STEEL STRUCTURE

Metal condition: **Good**

Catwalk comments: **Cathodic conduit attached at bottom flange**

Cone Hood:

Cone stationary: **Yes**

Diameter at the base: **44 feet**

Height off the floor: **5 feet 9 inches**

Access hatch: **No**

Topcoat condition below water line: **Poor**

Previous coat/system condition: **Poor**

Describe coating: **Delaminating, blisters**

Topcoat condition above water line: **Poor**

Previous coat/system condition: **Fair**

Describe coating: **Rust undercutting**

Metal condition: **Good**

Cone comments: **Spots with loss of topcoat. Primer adhered osmotic blistering on cone. Rust bleedthrough on sharp edges, angles**

Center Support:

Type: **Both**

Cylinder diameter: **32 inches**

Lattice diameter: **48 inches**

Height off the floor: **N/A**

Lattice construction: **Angles**

Size: **3 x 3 inches and 1 ½ x 1 ½ inches**

Topcoat condition below water line: **Fair**

Previous coat/system condition: **Fair**

Describe coating: **Blisters**

Topcoat condition above water line: **Fair**

Previous coat/system condition: **Fair**

Describe coating: **Spot coating failures to substrate, Rust bleedthrough**

Metal condition: **Good**

Center support comments: **Osmotic blisters**

Drive Shaft:

Type: **Lattice**

Diameter: **4**

Height off the floor: **N/A**

Lattice construction: **Angles**

Size: **1½ x 1½ inches**

STEEL STRUCTURE

Access opening: **Yes**
Size: **30 x 36 inches**
Oil leakage from drive motor evident: **Yes**
Topcoat condition below water line: **Fair**
Describe coating: **Spot coating failures to substrate, blisters**
Topcoat condition above water line: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Fading, spot coating failures to substrate deterioration**
Metal condition: **Good**
Drive shaft comments: **No apparent steel loss**

Mixing/Influent chamber:

Diameter: **22 feet**
Height of Sidewall: **8 feet**
Mixers: **2**
Tube Size: **3 x 10 feet**
Topcoat condition below water line: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Blisters**
Topcoat condition above water line: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, rust undercutting**
Metal condition: **Good**
Mixing/Influent chamber comments: **Significant deposits**

Turbine:

Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, rust bleedthrough, blisters**
Metal condition: **Good**

Influent pipe:

Penetration: **Through wall**
Diameter: **36 inches**
Supported from catwalk: **Yes**
Condition of supports: **Good**
Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Blisters**

STEEL STRUCTURE

Metal condition: **Good**
Influent pipe comments: **Intact**

Radial launders:

Number of launders: **15**
Size: **12 x 12 inches**
Weirs: **Yes**
Removable: **Yes**
Weir material: **Steel**
Condition of launder wall connection: **Good**
Topcoat condition: **Fair**
Previous coat/system condition: **Good**
Describe coating: **Spot coating failures to substrate**
Metal condition: **Good**
Radial launder comments: **Wear on V notch. Owner may elect to charge out to FRP. Rust streaking from behind V notch panels**

Annular/Cone trough:

Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, Rust bleedthrough**
Metal condition: **Fair**

Rake arms:

Number of arms: **2**
Arm configuration: **Square**
Size: **45 x 48 inches**
Arm construction: **Angles**
Size: **1½ x 1½ inches**
Length of arms **36 feet**
Metal condition: **Good**
Number of scrapers: **6 per arm on one 7 on other**
Length: **60 inches**
Material: **Brass mixture**
Metal condition: **Good**
Topcoat condition: **Good**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate, blisters**
Rake arm comments: **Significant blisters, replace sweepers**

STEEL STRUCTURE

Effluent Trough:

Size: **36 x 48 inches**
Weirs: **Yes**
Removable: **Yes**
Weir material: **Steel**
Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate**
Metal condition: **Good**
Effluent box: **Yes**
Size: **4 (W) x 4 (L) x 8 (D) feet**
Effluent trough comments: **Wear on v notch weirs. Price out replacement FRP**

CRACK GRADES

Crack Grade	Width
1	Tight, no separation - dormant
2	Tight to up to fingernail width
3	Fingernail width up to 1/8 inch
4	1/8 up to 1/4 inch
5	Greater than 1/4 inch

EXTERIOR CURB ABOVE WATER LINE CONCRETE

Cracking:

Number of cracks: **62**
Total length of cracking: **0.5-3.5 feet**
Total length of cracking requiring repair: **15 feet**

Crack Descriptions:
Location: **Curb-3.5 feet above water line**
Grade: **1**
Length: **Total of 35 feet**
Orientation: **Horizontal**
Efflorescence present: **No**
Location: **Curb**
Grade: **1**
Length: **Total of 75 feet**
Orientation: **Horizontal and vertical**
Efflorescence present: **No**
Location: **Was station**

EXTERIOR CURB ABOVE WATER LINE CONCRETE

Grade: **3**
Length: **Total of 15 feet**
Orientation: **Horizontal**
Efflorescence present: **No**

Any exterior sidewall cracks appear to be leaking: **No**

Spalling:
Number of areas spalled: **None**

WET INTERIOR SIDEWALL CONCRETE

Cracking:
Number of cracks: **None**

Spalling:
Number of areas spalled: **None**

WET INTERIOR FLOOR CONCRETE

Cracking:
Number of cracks: **4**
Total length of cracking: **40 feet**
Total length of cracking requiring repair: **Does not appear to be moving**

Location: **South side**
Grade: **1**
Orientation: **Vertical**
Efflorescence present: **No**

Any interior floor cracks appear to be leaking: **No**

Spalling:
Number of areas spalled: **None**

Sludge Pit:
Concrete condition: **Good**

Field Inspection Report is prepared from the contractor's viewpoint. It contains information the contractor needs to prepare his bid for any repair or recoating. The engineer uses it to prepare the engineering report. Cost estimates are more accurate if the contractor's problems can be anticipated. While prepared from the contractor's viewpoint, the only intended beneficiary is the owner. These reports are completed with diligence, but the accuracy is not guaranteed. The contractor is still advised to visit the site.



1) East primary clarifier. The coated surfaces are covered with lime residue limiting the inspection of the submerged surfaces.

2) The perimeter handrail is in good condition. There is rust bleedthrough on the handrail.





3) Same.



4) The center catwalk is in good condition. The metal grating is in good condition.

5) Spot coating failures and rusting on the non-submerged surfaces of the cone and connection points.





6) Some metal loss on the trough connection to the center cone.



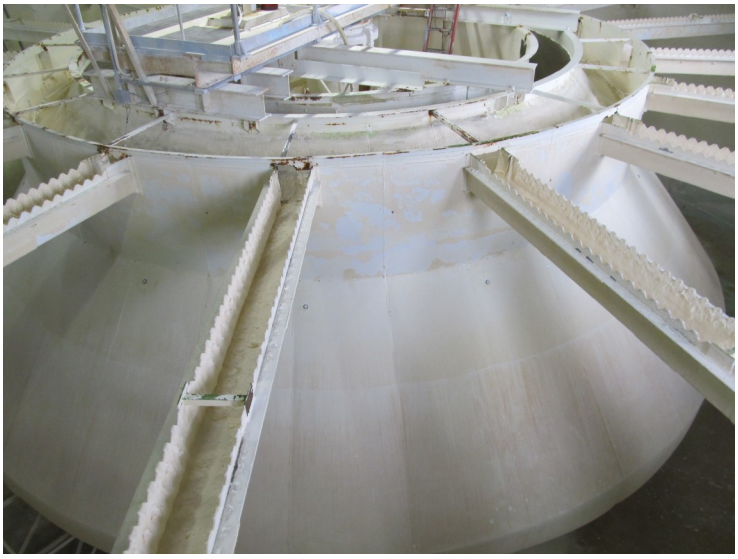
7) Rust bleedthough on the catwalk framing.

8) Same.





9) Rust bleedthrough and metal corrosion on the underside of the support structure at the mixer blade drive shaft.



10) The coating on the center cone appears to be intact.

11) Coating appears intact on the underside of the skirt, mixing chamber, and center drive unit.





12) Coating appears intact on the rake arm and scrapers.



13) Same.

14) Coating appears intact on the underside of the skirt and mixing chamber.





15) Same.



16) The sidewall concrete is in good condition overall.

17) Same.





18) Spalling concrete in the corners where concrete was poured to slope the corners.



19) The floor concrete is intact and is in good condition overall.

20) Cracking on the floor concrete. The cracks are tight and edges are intact.





21) The concrete is intact in the sludge pit.



1) East secondary clarifier.

23) Topcoat delamination and rust bleedthrough on the perimeter handrail.



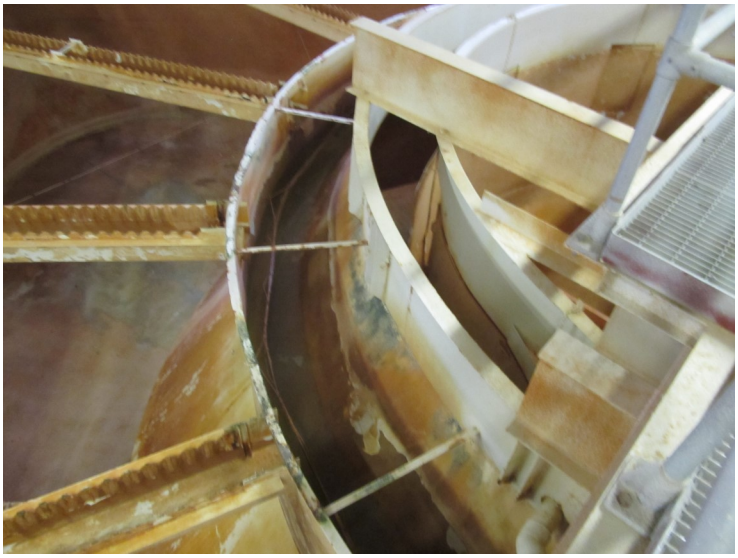


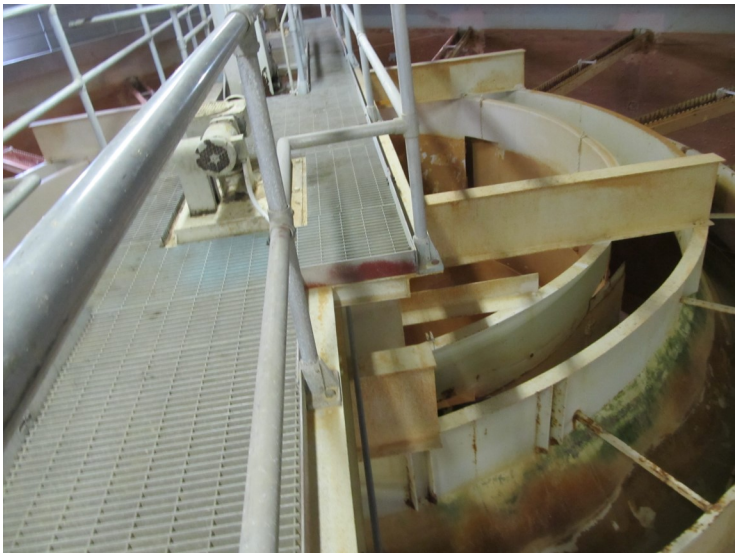
24) Same.



25) Cracking on the clarifier curb. The crack is tight and edges are intact.

26) Spot coating failures on the non-submerged steel.





27) Same.



28) The catwalk and framing are in good condition.

29) Coating is intact on the launders and effluent trough.





30) Same.



31) The mixing chamber coating is intact.

32) Coating appears intact on the center drive unit, tube, and mixing chamber.





33) Same.



34) Spot coating failures on the edges of the rake arms and scrappers.

35) Same.





36) The sidewall concrete is in good condition overall.



37) Same.

38) Spalling concrete in the corners where concrete was poured to slope the corners.





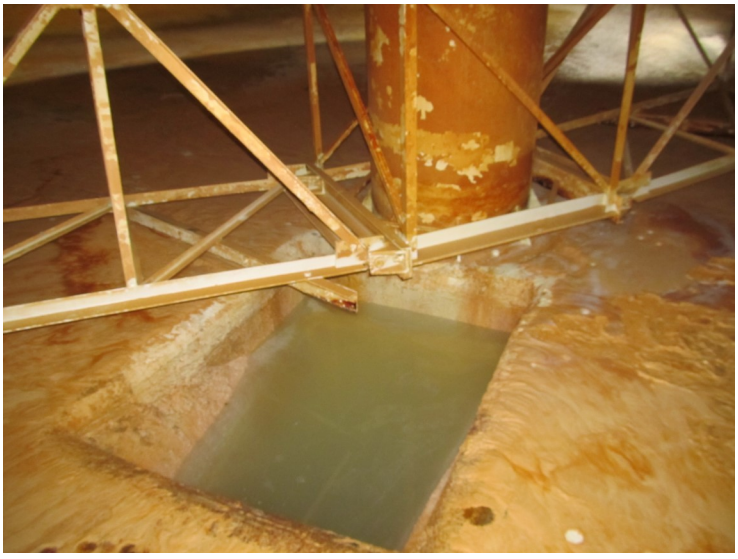
39) Same.



40) The floor concrete is in good condition overall. There is cracking on the floor. The cracks are tight with the edges intact.

41) Same.





42) The concrete is intact in the sludge pit.

7-2-21

To: Mike Osborn, Director DPW

From: Jeff Heston, WTP Supervisor

RE: Engineering and Project Administration for Clarifier Rehabilitation at the Water Treatment Plant

Good morning Mike.

As our Filter Gallery Piping Rehabilitation project comes to a close in the next month or so, I want to keep the "ball rolling" on these much needed upkeep and maintenance projects here at the WTP. In the approved 2021-2022 budget, we have money set aside for the Rehabilitation and Painting of our East and West, Primary and Secondary, Clarifiers. Although the funding will come from the American Rescue Plan. This was last done during 1997 and 1998. It is now very much due to be done again. For this project I want to use Dixon Engineering of Lake Odessa Michigan to do the engineering and project administration.

Dixon Engineering has a long history and proven track record with the City of Jackson WTP. They have provided engineering/administration services for several projects over the last 20+ years including the Ground storage tank Painting and roof repairs in 1999, the clarifier rehab in 1997 - 1998, the East/West elevated storage tank/Ground Storage tank painting and rehab in 2015, and the Filter Media replacement and tank rehab in 2018. We also use them exclusively for any tanks inspections that are required as needed.

The City's Purchasing Manual allows for the award of a sole source vendor (Section 6) when there are certain factors. Those factors are:

A. There is a lack of responsible competition for a commodity or service which is vital to the operation and best interest of the City.

B. A vendor possesses exclusive and/or predominant capabilities.

C. A product or service is unique and easily established as one-of-a-kind.

D. There is a patented feature providing a superior utility not obtainable from similar products; or

E. A proprietary right exists and the product is available from only one prime source and not merchandised through wholesalers, jobbers or retailers.

As outlined in Section 6(A) (B), I believe Dixon Engineering meets the criteria for Sole Source Vendor and it is with in mind that I respectfully request that Dixon Engineering be awarded sole source vendor for this project. I have requested and received a proposal from Dixon for this project and have attached it along with the inspection reports from Dixon on the current clarifier conditions.

Thank you for your consideration on this matter. If you have any questions, please let me know.

Jeff Heston, WTP Supervisor

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **City of Jackson, Michigan** ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Contract Documents, Prebid Meeting, Project Administration, Preconstruction Meeting, Weld Observation, Wet Interior Coating Observation, Cathodic Protection Observation, and One (1) Year Warranty (Dry) on the Four (4) Clarifiers Primary, Secondary, East and West** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount $**96,000**.

Proposals / Agreement Signatures

Thomas Rounds, Project Manager	June 4, 2021
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)	PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Jeff Heston	Designated Person: Thomas Rounds
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
City of Jackson	Dixon Engineering, Inc.
161 West Michigan Avenue	1104 Third Avenue
Jackson, MI 49201	Lake Odessa, MI 48849
Email: jheston@cityofjackson.org	Email: Thomas.rounds@dixonengineering,.neet

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
B. Resident Project Representative (RPR): EXHIBIT A Part 1
C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
    1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
    2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
    3. EXHIBIT C, Attachments C-1, and C-2.
    4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
    5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:
    1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
    2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
C. EXHIBITS B, D, F, and H merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:

A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:
   1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
   2. DIXON shall prepare Technical Specifications and Drawings to include:
      a. Additions to General Conditions of Construction Contract relevant to coating projects.
      b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
      c. Specifications for Coating Repair or Replacement.
   3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
   4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
   5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
   6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
   7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
   8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.
   9. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:
   1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
   2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
   3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
   a. Section 00 00 00 Notice to Bidders.
   b. Section 00 24 00 Project Summary.
   c. Section 00 21 13 Instructions to Bidders.
   d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
   e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
   f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
   g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Attend and document, pre-bid meeting, if any, and issue Addenda if clarifications required.
10. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document.

If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.

2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.
   Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:
   1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
   2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
   3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
   4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
   5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures
   1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
   2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
   3. Attend additional meeting as requested.
   4. Hold Point General:
      a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
   5. Hold Point Weld/Modifications- Observe, Record, Report, and:
      a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
   6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
      a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
      b. Abrasive blast cleaning prior to application of the prime coat.
      c. Prime coat prior to application of the next coat.
      d. Intermediate coat prior to application of the stripe or topcoat.
      e. Stripe coat prior to application of the topcoat.
      f. Topcoat for compliance with specifications.
   7. Hold Point Cathodic Protection - Observe, Record, Report, and:
      a. Cathodic protection repair/installation work for specification compliance.
   8. Hold Point Project Finalization:

a. Review all repairs not installed until after coating.
b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
c. Observe Site for restoration to pre-project conditions.
d. Formulate a punch list of items to complete.
e. Create a second punch list if needed before finalization.
f. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

A. Basic Services:
1. One Year Warranty Observation - Drained Interior Observation
a. Flush the interior tank surfaces with high pressure water to remove all mud and silt from painted surfaces and perform rough adhesion test.
b. Inspect interior surfaces for deterioration of coating, if any. Quantify all findings for presentation to Contractor.
c. Prepare and submit a letter report (2 copies) detailing condition of items inspected, and recommendations concerning the above work, if any, and recommendations for the next maintenance inspection.

B. Post Construction Phase - Owner's Responsibilities:
1. Warranty Observation – Drained:
a. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
b. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if it is desired to reduce the amount of time required for cleaning.
c. Remove from site, mud, cathodic rods, or paraphernalia removed from the tank, if necessary.

A2.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Exhibit C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
   1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
   1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
   2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
   3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
      a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
      b. The estimator then calculates Reimbursable Expenses based on the same criteria.
      c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.

B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.

C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
   1. DIXON may use a Lump Sum for the entire project.

D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
    1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
    2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
    2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
    3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
    4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
B. RPR Services **c**ontractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in this Exhibit C Attachment 1.
B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

C. Set-Off Fees contractual Set-Off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
   1. A few examples of Set-Off Fees are when the Owner has incurred extra charges or engineering costs related to:
      a. Excessive submittal review,
      b. Excessive evaluations of proposed substitutes,
      c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
      d. Work is defective, require correction or replacement including additional inspection costs.
   2. Set-Off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
   1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
   2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
   3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule

B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first of January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
    1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES

C3.00 Hold Point Observations:

A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Ninety-Six Thousand, Eight Hundred Dollars, $96,800** and summarized as follows:

Schedule of Values				
Discription of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			$6,800	Lump Sum
A1.02-Bidding and Contract Documents			$1,000	Lump Sum
A1.02-Pre-Bid Meeting			$1,600	Unit Price
A1.03-Preconstruction Meeting			$1,600	Unit Price
A1.03-Other Defined Basic Services - Project Administration			$1,800	Lump Sum
A1.03-Additional Meeting	1	$1,200	$1,200	Standard Hourly Rate
A1.03-RPR Cathodic Protection Observation	4	$1,050	$4,200	Unit Price
A1.03-RPR Critical Phase Coating	72	$1,050	$75,600	Unit Price
A1.04-Warranty Observation			$3,000	Lump Sum
Total			$96,800	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Labor Class	Per Hour	Overtime Rate
Principal	$265.00	
Project Manager	$160.00	$240.00
Engineer	$165.00	$248.00
CWI Welding RPR	$160.00-$175.00	$240.00-$263.00
DIXON Level 3 or NACE Certified Level 3 RPR	$110.00-$145.00	$165.00-$217.00
DIXON Level 2 or NACE Level 2 RPR	$100.00-$125.00	$150.00-$188.00
DIXON Level 1 or NACE Level 1 RPR	$90.00-$109.00	$135.00-$164.00
Contract Support Staff	$115.00-$140.00	$173.00-$210.00

Expenses	Metropolitan	Out-State
Mileage	$0.75/mile + tolls	$0.65/mile
Lodging	$148.00 per diem	$138.00 per diem
Meals	$48.00 per diem	$41.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2021 (Revised: 8/6/2020)

GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:

A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C Attachment 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachement 1 and 2.

B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.

D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:

A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.

B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.

D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:

A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
    1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:

A. Suspension:
    1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
    2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
B. Termination: The obligation to provide further services under this Agreement may be terminated.
    1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    2. By DIXON:
        a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
        b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph GP1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:
   1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
   2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.05 Controlling Law and Compliance with Laws and Regulations:

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.

B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.

C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
   1. Changes after the Effective Date to Laws and Regulations.
   2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures.

D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).

C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
1) Bodily injury, each accident:	$1,000,000
2) Bodily injury by disease, each employee:	$1,000,000
3) Bodily injury/disease, aggregate:	$1,000,000
3. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
2) General Aggregate	$2,000,000
4. Excess or Umbrella Liability	
1) Per Occurrence:	$5,000,000
2) General Aggregate:	$5,000,000
5. Automobile Liability	
1) Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
6. Professional Liability –	
1) Each Claim Made	$2,000,000
2) Annual Aggregate	$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:
   1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
   2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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 13th, 2021

SUBJECT: Approve the sale of City owned property located at 745 W High St, for $23,000.

Recommendation: Approve the sale of City owned property located at 745 W High St, to Jody and Donnie Dominion for $23,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of NEO

DATE: July 13th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 745 W High St, for $26,000.

SUMMARY

The City of Jackson owns real property located at 745 W High St. Property was placed on the MLS by Real Estate Agent Rich Cook. On July 6th , 2021 an offer of $23,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before August 6th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, personnel, maintenance, open receivables and real estate cost/fees $20,322.65. Sale price $23,000. Net remaining to be transferred into the City's General Tax Account is $2,677.35. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 745 W High St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On May 23rd , 2021 Real Estate Agent Rich Cook of ERA Reardon Realty assisted the Buyer Jody and Donnie Dominion with submitting an offer to purchase 745 W High St from the City of Jackson for the amount of $23,000. Should Council agree to accept the bid amount, the closing is set on or before August 6th, 2021. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable.

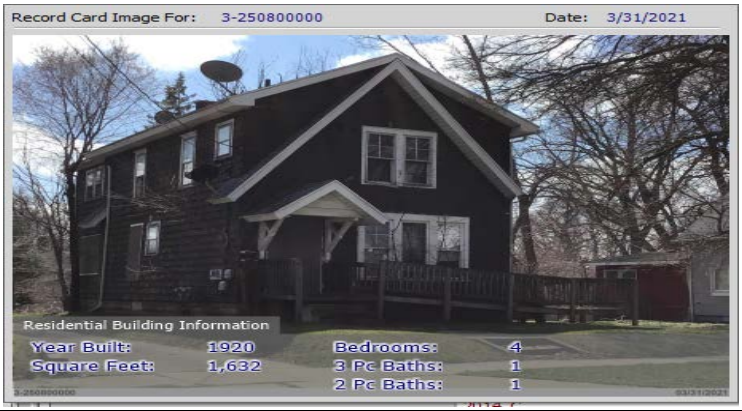
POSITIONS

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

745 W. High St.

PIN# 3-250800000

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



Listing Sales Price	$	**23,000.00**
Est. Project Cost *	$	20,322.65
Net Sale	**$**	**2,677.36**

Contracts			**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services					
	Tree/Brush Clean-up	N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	est.	$ 2,500.00	$ -	$ 2,500.00
					$ -
Subtotal	**Contract Amount(s)**		**$ 2,500.00**	**$ -**	**$ 2,500.00**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct		N/A	Inactive	$ -	$ -	$ -
Water >	Meter Replace	N/A	Inactive	$ -	$ -	$ -
Procurement Card		Hammon Hardward	Entry Lock (pd 6.18.21)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.		Hrly Rate	# of Hrs.			
	Brian Taylor	$ 64.46	3.00	$ 193.38	$ 193.38	$ -
	Sven Harrison	$ 48.34	2.00	$ 96.68	$ 96.68	$ -
	Mark Fish	$ 61.13	N/A	$ -	$ -	$ -
	Kim Randell	$ 48.59	N/A	$ -	$ -	$ -
	Sindy Foster	$ 40.73	0.50	$ 20.37	$ 20.37	$ -
	Shannon Williams	$ 46.88	1.00	$ 46.88	$ 46.88	$ -
	Shane LaPorte	$ 73.07	1.00	$ 73.07	$ 73.07	$ -
County Tax Foreclosure / Chargeback Cost (Ward 6 -2019)			Estimated	*$ 4,572.40*	$ -	$ 4,572.40
Open Receivables		Multiple	Verified in Building.net 7.8.21	*$ 9,011.45*	$ -	$ 9,011.45
Open Utility		#215045000	Verified in Building.net 7.8.21	*$ 602.42*	$ -	$ 602.42
Open DPW Invoices/Misc Receivables		N/A	Verified in Building.net 6.17.21	$ -	$ -	$ -
Net Real Estate Fees			**Estimated >**	$ 2,691.00	$ -	$ 2,691.00
Subtotal	**Additional Cost**			**$ 17,822.65**	**$ 445.38**	**$ 17,377.27**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 20,322.65**	$ 445.38	**$ 19,877.27**

ERA REAL ESTATE REARDON REALTY

Property Address: 745 West High Street Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		23000
Brokerage Fee	2000	
Transfer Tax	198	
Tax Proration (Approximate)	0	
Title Insurance	443	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
Subtotal	2691	23000
Net Credit/Debit	20309	
Less Mortgage Balance		
Total Net To Sellers	20309	

***These figures are estimates only, and subject to change.**

Seller _____ _____ Seller _____ _____

PURCHASE AGREEMENT

Property Address 745 West High Street, Jackson, MI 49203

Listing Office: ERA Reardon Realty
Office License #:
Phone: 517-474-7424 **Fax:**
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424 **Fax:**
Email: cook087@msn.com

☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone: **Fax:**
Selling Agent: Rich Cook
Selling Agent License #
Phone: **Fax:**
Email:

☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Transaction Coord.

1. **THIS** offer made at 7pm AM/PM 07/06/2021 between (Buyer) Jody Dominion and Donnie Dominion, specify marital/legal status: , Address and Seller Jonathan greene.

2. **FOR** the purchase of the property commonly known as 745 West High Street City Jackson Zip 49203 or described as located in the of , County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** **Dollars** $ 23000.

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows:

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

☐ **NEW MORTGAGE**: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a type mortgage for no less than years, with a minimum down payment of % of the purchase price at no more than % interest per annum. Buyer will supply to Seller a pre-qualification letter within calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within days of the date of this acceptance.

☐ **LAND CONTRACT**: $ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $ or more. Interest at % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☑ NONE
☐ SALE OF ☐ CLOSE OF: ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $1000 in the form of check as earnest money to be held by American Title as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

JD DD

PURCHASE AGREEMENT

Property Address 745 West High Street, Jackson, MI 49203

8. **FORM** of Conveyance:
   A. Seller shall convey and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
   B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make_____(insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 08/06/2021.

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of $_____for final reading with ☐ Listing Broker ☐ Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.
☐ Seller will escrow the sum of $_____ for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing
☐ At_____a.m. ☐ p.m. ☐ on the_____day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
Exceptions:_____

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents 100 % of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the _____. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on _____, the terms of which shall be part of this agreement.
☑ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

☑ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
Seller's Disclosure:
☑ Buyer acknowledges that a Seller's Disclosure statement dated 07/06/2021 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq.*, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by at expense. ☐ Buyer waives Home Warranty.

16. **PROPERTY INSPECTIONS**: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

☑ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS** – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:

☑ **Connected to community water** ☑ **Connected to community sewer**

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector.

☐ **Buyer waives water/well/septic inspection.**

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:** ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection** - shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established.

☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)

☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

☐ Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.

Property Address 745 West High Street, Jackson, MI 49203

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** Purchase to be conveyed by quit claim deed. no tax proration. sold as is and current condition must be repaired to be habitable.

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. Buyer gives the Seller until _____ AM/PM 07/14/2021, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Jody Dominion
BUYER

BUYER

Jody Dominion
Print Buyer's Legal Name

Donnie Dominion
Print Buyer's Legal Name

27. **Seller's Response:** _____ _____ AM/PM

☑ ACCEPT ☐ REJECT ☐ ACCEPT AS FOLLOWS: _____

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER

SELLER

SELLER MARITAL STATUS

28. **Buyer's Receipt and Acceptance of Changes:** _____ _____ AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☑ EXCEPT: SEE ADDENDUM: _____

Jody Dominion
BUYER

BUYER

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS®. Users of this from are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS® is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.

dotloop signature verification: dtlp.us/4UvZ-ISRs-2reb
dotloop signature verification: dtlp.us/VGqp-CGd5-XAov

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

Lead Warning Statement **Property Address:** 745 West High Street, Jackson, MI 49203

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

1. Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based pain and/or lead-based paint hazards are present in the housing (explain):

☑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: _____ (seller)

Date: _____ (seller)

II. Agent's Acknowledgment (initial)

RC 06/16/21 dotloop verified Agent has informed the seller of the seller's obligation under 42 U.X.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____ Agent: Richard Cook dotloop verified 06/16/21 7:01 PM EDT 838D-574Y-FHBF-SRHS

III. Purchaser's Acknowledgment (initial)

DD 07/07/21 JD 07/06/21 Purchaser has received copies of all information listed above.

DD 07/07/21 JD 07/06/21 Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

DD 07/07/21 10:41 AM EDT dotloop verified JD 07/06/21 Purchaser has (check one below):

☑ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☑ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s): Donnie Dominion dotloop verified 07/07/21 10:41 AM EDT QEVD-RVFK-I6UW-JMRF Jody Dominion dotloop verified 07/06/21 9:23 PM EDT Z3V4-FGKU-SZMR-S3Q3

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.

dotloop signature verification: dtlp.us/4UvZ-ISRs-2reb

Seller's Disclosure Statement

Property address: 745 West High Street, Jackson, MI 49203 MICHIGAN
Street City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/Oven	☐	☐	☐	☐
Dishwasher	☐	☐	☐	☐
Refrigerator	☐	☐	☐	☐
Water softener/ conditioner	☐	☐	☐	☐
Disposal	☐	☐	☐	☐
TV antenna, TV rotor & controls	☐	☐	☐	☐
Electrical system	☐	☐	☐	☐
Garage door opener & remote control	☐	☐	☐	☐
Alarm system	☐	☐	☐	☐
Intercom	☐	☐	☐	☐
Central vacuum	☐	☐	☐	☐
Attic fan	☐	☐	☐	☐
Pool heater, wall liner & equipment	☐	☐	☐	☐
Microwave	☐	☐	☐	☐
Trash compactor	☐	☐	☐	☐
Ceiling fan	☐	☐	☐	☐
Sauna/hot tub	☐	☐	☐	☐
Washer	☐	☐	☐	☐

	Yes	No	Unknown	Not Available
Lawn sprinkler system	☐	☐	☐	☐
Water heater	☐	☐	☐	☐
Plumbing system	☐	☐	☐	☐
Hood/fan	☐	☐	☐	☐
Well & pump	☐	☐	☐	☐
Septic tank & drain field	☐	☐	☐	☐
Sump pump	☐	☐	☐	☐
City water system	☐	☐	☐	☐
City sewer system	☐	☐	☐	☐
Central air conditioning	☐	☐	☐	☐
Central heating system	☐	☐	☐	☐
Wall Furnace	☐	☐	☐	☐
Humidifier	☐	☐	☐	☐
Electronic air filter	☐	☐	☐	☐
Solar heating system	☐	☐	☐	☐
Fireplace & chimney	☐	☐	☐	☐
Wood burning system	☐	☐	☐	☐
Dryer	☐	☐	☐	☐

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace**: Has there been evidence of water? ☐ yes ☐ no
   If yes, please explain:
2. **Insulation**: Describe if known:
   Urea Formaldehyde Foam Insulation (UFFI) is installed? ☐ unknown ☐ yes ☐ no
3. **Roof**: Leaks? ☐ yes ☐ no
   Approximate age if known:
4. **Well**: Type of well (depth/diameter, age and repair history, if known):
   Has the water been tested? ☐ yes ☐ no
   If yes, date of last report/results:
5. **Septic tanks/drain fields**: Condition if known:
6. **Heating system**: Type/approxima

BUYERS INITIALS DD 07/07/21 10:41 AM EDT
SELLERS INITIALS JG JD 07/06/21 9:23 PM EDT dotloop verified

dotloop signature verification: dtlp.us/4UvZ-ISRs-2reb

Property address: 745 West High Street, Jackson, MI 49203 MICHIGAN
Street City, Village, or Township

7. **Plumbing system**: Type: copper ☐ galvanized ☐ other ☐
   Any known problems? _____
8. **Electrical system**: Any known problems? _____
9. **History of infestation**, if any: (termites, carpenter ants, etc.) _____
10. **Environmental problems**: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
    unknown ☐ yes ☐ no ☐
    If yes, please explain: _____
11. **Flood Insurance:** Do you have flood insurance on the property? ..... unknown ☐ yes ☐ no ☐
12. **Mineral Rights:** Do you own the mineral rights? ..... unknown ☐ yes ☐ no ☐

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? ..... unknown ☐ yes ☐ no ☐
2. Any encroachments, easements, zoning violations or nonconforming uses? ..... unknown ☐ yes ☐ no ☐
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? ..... unknown ☐ yes ☐ no ☐
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown ☐ yes ☐ no ☐
5. Settling, flooding, drainage, structural, or grading problems? ..... unknown ☐ yes ☐ no ☐
6. Major damage to the property from fire, wind, floods, or landslides? ..... unknown ☐ yes ☐ no ☐
7. Any underground storage tanks? ..... unknown ☐ yes ☐ no ☐
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? ..... unknown ☐ yes ☐ no ☐
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? ..... unknown ☐ yes ☐ no ☐
10. Any outstanding municipal assessments or fees? ..... unknown ☐ yes ☐ no ☐
11. Any pending litigation that could affect the property or the Seller's right to convey the property? ..... unknown ☐ yes ☐ no ☐

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Seller has no knowledge of property being sold

The Seller has lived in the residence on the property from never (date) to _____ (date).
The Seller has owned the property since _____ (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller _____ Date 6/7/21
Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer Donnie Dominion dotloop verified 07/07/21 10:41 AM EDT OPSC-IEKN-WPFL-KCUR Date _____ Time _____
Buyer Jody Dominion dotloop verified 07/06/21 9:23 PM EDT YJOH-GQLG-TPNE-8WZU Date _____ Time _____

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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 13th, 2021

SUBJECT: Approve the sale of City owned property located at 1224 Greenwood Ave, for $20,000.

Recommendation: Approve the sale of City owned property located at 1224 Greenwood Ave, to Rodney Hamilton Investments for $20,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of NEO

DATE: July 13th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 1224 Greenwood Ave, for $20,000.

SUMMARY

The City of Jackson owns real property located at 1224 Greenwood Ave. Property was placed on the MLS by Real Estate Agent Rich Cook. On July 7th , 2021 an offer of $20,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before August 6th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, personnel, maintenance, open receivables and real estate cost/fees $8,839.12. Sale price $20,000. Net remaining to be transferred into the City's General Tax Account is $11,160.89. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 1224 Greenwood Ave was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On July 7th , 2021 Real Estate Agent Rich Cook of ERA Reardon Realty assisted the Buyer Rodney Hamilton Investments with submitting an offer to purchase 1224 Greenwood Ave from the City of Jackson for the amount of $20,000. Should Council agree to accept the bid amount, the closing is set on or before August 6th, 2021. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable.

POSITIONS

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

1224 GREENWOOD AVE

PIN# 3-219500000

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



Sales Price	$	20,000.00
Est. Project Cost *	$	8,839.12
Net Sale	**$**	**11,160.89**

Contracts			**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services					
	Tree/Brush Clean-up	**Inv #46756 (pd 7.2.21)**	$ 400.00	$ -	$ 400.00
Mohawk	Clean-up Services	N/A	$ -	$ -	$ -
					$ -
Subtotal	**Contract Amount(s)**		**$ 400.00**	**$ -**	**$ 400.00**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct		N/A	Inactive	$ -	$ -	$ -
Water >	Meter Replace	N/A	Inactive	$ -	$ -	$ -
Procurement Card		Hammon Hardward	Entry Lock (pd 8.8.21)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.		Hrly Rate	# of Hrs.			
	Brian Taylor	$ 64.46	3.00	$ 193.38	$ 193.38	$ -
	Sven Harrison	$ 48.34	2.00	$ 96.68	$ 96.68	$ -
	Mark Fish	$ 61.13	N/A	$ -	$ -	$ -
	Kim Randell	$ 48.59	N/A	$ -	$ -	$ -
	Sindy Foster	$ 40.73	0.50	$ 20.37	$ 20.37	$ -
	Shannon Williams	$ 46.88	1.00	$ 46.88	$ 46.88	$ -
	Shane LaPorte	$ 73.07	1.00	$ 73.07	$ 73.07	$ -
County Tax Foreclosure / Chargeback Cost (Ward 6 - 2017)				$ *4,846.74*	$ -	$ 4,846.74
Open Receivables		N/A	Verified in Building.net 6.17.21	$ -	$ -	$ -
Open Utility		N/A	Verified in Building.net 6.17.21	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables		N/A	Verified in Building.net 6.17.21	$ -	$ -	$ -
Net Real Estate Fees			**Estimated >**	$ 2,647.00	$ -	$ 2,647.00
Subtotal	**Additional Cost**			**$ 8,439.12**	**$ 445.38**	**$ 7,993.74**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 8,839.12**	$ 445.38	**$ 8,393.74**

ERA REAL ESTATE REARDON REALTY

Property Address: **1224 Greenwood Avenue** Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		**20000**
Brokerage Fee	**2000**	
Transfer Tax	**172**	
Tax Proration (Approximate)		
Title Insurance	**425**	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	**50**	
Seller's Concession		
Subtotal	**2647**	**20000**
Net Credit/Debit	**17353**	
Less Mortgage Balance		
Total Net To Sellers	**17353**	

***These figures are estimates only, and subject to change.**

Seller ☐ _____ Seller ☐ _____

dotloop signature verification: dtlp.us/NabG-a9D6-P7Je

CITY OF JACKSON
Founded 1829

Neighborhood & Economic Operations

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060, (517) 788-4012 • Facsimile: (866) 971-2151

NOTICE REGARDING PURCHASE OF CITY-OWNED PROPERTY

This Notice dated 07/07/2021 is submitted in addition to any other notices or disclosures the buyer may have received in connection with the property commonly known as 1224 Greenwood. Jackson mi., Jackson, Michigan, including but not limited to, the Seller's Disclosure Statement.

This Notice is intended to advise the buyer that the property described above may have one or more of the following conditions:

- The structure may not be ready for immediate occupancy in its current state.
- The structure may not currently have one or more utilities such as electricity, water or gas.
- The structure may not be available for occupancy until approval is granted from the City of Jackson's Building Department.
- The structure may be in need of significant repair.

The City of Jackson emphasizes that the property described above is being sold "as-is" and that the buyer should obtain professional advice and inspection of the property to more fully determine the condition of the property and the structure.

Rodney Hamilton

dotloop verified
07/07/21 7:31 PM EDT
HUCS-LRNO-ZSFP-ISAJ

dotloop signature verification: dtlp.us/IJwP-GVyb-NpbR

PURCHASE AGREEMENT

Property Address 1224 Greenwood Avenue, Jackson, MI 49203

Listing Office: ERA Reardon Realty
Office License #:
Phone: 517-474-7424 **Fax:**
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424 **Fax:**
Email: cook087@msn.com

☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone: **Fax:**
Selling Agent: Rich Cook
Selling Agent License #
Phone: **Fax:**
Email:

☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Transaction Coord.

1. **THIS** offer made at 11am AM/PM 07/07/2021 between (Buyer) Rodney Hamilton Investments, specify marital/legal status: , Address and Seller Jonathan greene.

2. **FOR** the purchase of the property commonly known as 1224 Greenwood Avenue City Jackson Zip 49203 or described as LOT 70 ASSESSOR'S GARFIELD PLAT located in the of , County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** **Dollars** **$** 20000.

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows:

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

☐ **NEW MORTGAGE**: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a type mortgage for no less than years, with a minimum down payment of % of the purchase price at no more than % interest per annum. Buyer will supply to Seller a pre-qualification letter within calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within days of the date of this acceptance.

☐ **LAND CONTRACT**: $ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $ or more. Interest at % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☑ NONE
☐ SALE OF ☐ CLOSE OF:
ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $1000 in the form of check as earnest money to be held by american title as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

dotloop signature verification: dtlp.us/IJwP-GVyb-NpbR

8. **FORM** of Conveyance:
   A. Seller shall convey and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
   B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 08/06/2021.

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of $_____ for final reading with ☐ Listing Broker ☐ Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.
☐ Seller will escrow the sum of $_____ for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing
☐ At _____ a.m. ☐ p.m. ☐ on the _____ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
Exceptions: _____

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents 100 % of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on _____, the terms of which shall be part of this agreement.

☐ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

☑ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure statement dated 07/07/2021 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

dotloop signature verification: dtlp.us/IjwP-GVyb-NpbR

Property Address 1224 Greenwood Avenue, Jackson, MI 49203

16. **PROPERTY INSPECTIONS**: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

☑ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS –** CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE**:**

☐ **Connected to community water** ☐ **Connected to community sewer**

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector.

☐ **Buyer waives water/well/septic inspection.**

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:** ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection -** shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19**. SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established.

☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)

☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

☐ Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.

dotloop signature verification: dtlp.us/IJwP-GVyb-NpbR

PURCHASE AGREEMENT

Property Address 1224 Greenwood Avenue, Jackson, MI 49203

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** purchase conveyed by quit claim deed. No tax proration. home is being sold as is and may require significant repair prior to habitation.

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. Buyer gives the Seller until _____ AM/PM _____, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Rodney Hamilton dotloop verified 07/07/21 7:31 PM EDT 4LFE-W4CK-OYD5-SZID
BUYER

BUYER

Rodney Hamilton
Print Buyer's Legal Name

Print Buyer's Legal Name

27. **Seller's Response:** _____ _____AM/PM

☐ ACCEPT ☐ REJECT ☐ ACCEPT AS FOLLOWS: _____

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER SELLER SELLER MARITAL STATUS

28. **Buyer's Receipt and Acceptance of Changes:** _____ _____AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

BUYER BUYER

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DISCLOSURE OF INFORMATION

This Addendum DOES NOT constitute a contingency to the Purchase Agreement.

ADDENDUM TO: ☑ **PURCHASE AGREEMENT** **ADDENDUM NO.** 1
☐ **LISTING CONTRACT**
☐ **LEASE AND/OR OPTION AGREEMENT** **DATED** 07/07/2021

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDER SIGNED PARTIES DATED 07/07/2021 **COVERING REAL ESTATE INTEREST LOCATED IN THE** _____ **OF** 07 **COUNTY OF** Jackson County **STATE OF MICHIGAN, KNOWN AS** 1224 Greenwood Avenue

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Neither Brokers ERA Reardon Realty nor any of the respective real estate sales agents possess the expertise necessary to assess structural and mechanical matters, determine environmental risk or the presence of environmental contamination, nor many of the other matters herein set forth which may be material to the decision to purchase or to the amount of the purchase price.

1. **PROFESSIONAL INSPECTIONS AND INSPECTORS:** Inspections are readily available for reasonable fees by trained professionals. The Purchaser(s) and/or inspector(s) hired by the Purchaser(s) are permitted to fully inspect subject property. Inspections of the physical condition of subject property by a professional with Purchaser's approval of the condition of the property, as disclosed by the inspection, are an important safeguard. Inspections may include, but not be limited to:

- Structural Condition
- Foundation, Retaining Walls
- Roof, Gutters
- Heating/Air Conditioning System
- Electrical and Plumbing Systems
- Lead Based Paint Hazards
- Emerald Ash Borer Infestation
- Fireplace and Chimney
- Pool, Pool Heater and Filtration System; Hot Tub and Spa
- Soil Drainage and Grading
- Identify and locate sources of Radon
- Mold, Mildew
- Well, Water Quality and Septic System
- Wood Destroying Insect Infestation

If Broker supplies Purchaser and/or Seller with the names of any professional inspectors, lenders, title companies, or insurance companies, such suggestions do not constitute a recommendation or endorsement of any such individual, entity or company by the Broker. Purchaser and/or Seller may investigate several persons or companies and use the information obtained to make selections for the required services.

2. **POTENTIAL HAZARDOUS SUBSTANCES:** There are numerous federal, state and local laws and regulations in existence which are intended to control and/or correct environmental contamination. These laws and regulations may expose owners, tenants and other users of property to liability for substantial damages and/or clean-up costs occasioned by environmental contamination, regardless of fault and regardless of when in time the contamination may have occurred. Accordingly, it is prudent for each party to a real estate transaction to seek legal and technical counsel from professionals experienced in such matters so that each may be better apprised of the respective rights and responsibilities in regard to environmental contamination, hazardous wastes disposed of on the property, or property that now has or had underground storage tanks.

The term "hazardous wastes or substances" as used in this agreement may include, but is not limited to, petroleum based products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB, mold or mold contaminated materials and other chemical products. For links pertaining to specific concerns, please visit http://www.jacksonmihomes.com/home/consumers/buyers.htm.

Methamphetamine activity – For information on properties reported to have methamphetamine activity and/or dumpsites, please visit http://www.co.jackson.mi.us/MethGIS/index.htm

3. **PROPOSAL A:** The 1994 constitutional amendment, known as Proposal A, states the following: (1) Assessments cannot exceed 50 percent of true cash value, defined as the **usual selling price of** property. (2) The system of county and state equalization has not been changed or eliminated. (3) The taxable value of **each parcel** shall not increase more than the lesser of the Consumers Price Index or 5 percent, except that adjustments are made for additions and losses. (The Consumers Price Index for the period of October 1 to September 30 will be published annually by the State Tax Commission.) And (4) when the ownership of property transfers, the taxes will be spread against 50 percent of the true cash value, as determined by the assessor in the year following the transfer.

The County Board of commissioners will meet in April to adopt county equalized values for each class of real and personal property in each assessing unit in that county. In May, the State Tax Commission will adopt state equalized values for each class of real and personal property in each county in the state.

"Taxable value" is the value against which taxes will be spread starting in 1995. "Capped value" is the maximum amount to which the taxable value of each parcel could be increased in any given year. Taxable Value multiplied by Millage Rate equals Property Tax Bill.
Questions and Answers at: www.michigan.gov/documents/2856_11014_7.pdf

4. **INVESTIGATE SCHOOLS:** If the quality or suitability of school facilities is material to the Purchaser, the Purchaser should obtain information directly from the appropriate school district.

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5. **SEX OFFENDERS REGISTRATION ACT:** The Sex Offenders Registration Act, (AN ACT to require persons convicted of certain offenses to register; to prohibit certain individuals from engaging in certain activities within a student safety zone; to prescribe the powers and duties of certain departments and agencies in connection with that registration; and to prescribe fees, penalties, and sanctions.) MCL 28.721et seq., directs the Michigan State Police to develop and maintain a public registry and provides guidelines on the type of offender information available to the public. The legislature has determined that a person who has been convicted of committing an offense covered by this act poses a potential serious menace and danger to the health, safety, morals, and welfare of the people, and particularly the children, of this state. Please visit this registry website at http://www.mipsor.state.mi.us/.

6. **ZONING, BUILDING AND OTHER USE RESTRICTIONS:** It is the Purchaser's responsibility to verify from the appropriate city, county and state authorities that zoning, building and other use restrictions are compatible with Purchasers intended use of the property.

7. **FLOOD HAZARD DISCLOSURE:** Purchaser(s) should review Seller's Disclosure Statement where Seller has revealed their knowledge or lack thereof, as it pertains to flood insurance; flooding or inadequate drainage on subject property. Special Flood Hazard areas or government designated flood plains do exist. Purchaser is advised that lenders may annually require flood plain insurance as a condition of procuring a mortgage. In a non – mortgage transaction, purchasers are advised to determine whether property is in a flood plain or obtain flood plain certification. If the property is deemed to be in a flood plain, purchaser is advised to purchase flood insurance.

8. **PROPERTY SURVEYS:** If exact boundary lines of the property are material to either the decision to purchase or the amount of the purchase price, the parties should arrange to have a boundary/staked survey completed by a licensed surveyor. A boundary/staked survey discloses the property's corners and verifies the location of existing corner markers or monuments, the location and distant of measurements for all buildings and other physical improvements as they relate to the property lines as well as the property boundary lines, and the physical location of any known encroachments, utility easements and other matters. Staked surveys may be used by a title company to issue an owner's title policy without exceptions. A mortgage report shows only the approximate location of the improvements or buildings and visible encroachments on the property, but does not show dimensions from buildings or improvements to property lines.

9. **OTHER:**

Richard Cook	dotloop verified 07/07/21 6:41 PM EDT CTCQ-LSI0-HGGU-VIUV	Rodney Hamilton	dotloop verified 07/07/21 7:31 PM EDT 5NA5-HP1M-7CUW-LPYI		
WITNESS		**PURCHASER**		**PURCHASER**	**DATE**
WITNESS		**SELLER**		**SELLER**	**DATE**

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dotloop signature verification: dtlp.us/cxdy-wlab-1bqy

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 599.104

(1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:

- (a) The exercise of a reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client:

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property or the property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at all the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

Seller's Agents

A seller's agent, under a listing agreement with the seller, acts solely on the behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on the behalf of the seller. Sellers' agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. The seller through execution of a limited service agreement may waive individual services. Only those services set forth in paragraph (2) (b),(c), and (d) above may be waived by the execution of a limited service agreement.

Buyer's Agents

A buyer's agent, under a buyers' agency agreement with the buyer, acts solely on the behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyers' agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer. Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c) or (d) above may be waived by the execution of a limited service agreement.

Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

Transaction Coordinator

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

Designated Agency

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm, not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

Licensee Disclosure (check one)

I hereby disclose the agency status of the licensee named below is:

- ☐ Seller's Agent
- ☐ Buyer's Agent
- ☑ Dual Agent **If ERA Reardon Realty represents both buyer and seller**
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer)
- ☐ None of the Above
- ☐ Seller's Agent – Limited Service Agreement
- ☐ Buyer's Agent – Limited Service Agreement

Affiliated Licensee Disclosure (check one)

☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☑ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee: *Richard Cook* dotloop verified 07/07/21 6:41 PM EDT YZUE-XFP5-OGMJ-Q7UV

Licensee:

Acknowledgement

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

Potential ☑ Buyer / ☐ Seller (circle one) *Rodney Hamilton* dotloop verified 07/07/21 7:31 PM EDT X33P-ALDV-WIZP-88DJ

Potential ☑ Buyer / ☐ Seller (circle one)

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 13th, 2021

SUBJECT: Approve the sale of City owned property located at 1200 Sheldon St, for $15,000.

Recommendation: Approve the sale of City owned property located at 1200 Sheldon St, to N.I Kole Company for $15,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of NEO

DATE: July 13th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 1200 Sheldon St, for $15,000.

SUMMARY

The City of Jackson owns real property located at 1200 Sheldon St. Property was placed on the MLS by Real Estate Agent Rich Cook. On July 7th, 2021 an offer of $15,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before August 6th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, personnel, maintenance, open receivables and real estate cost/fees $11,846.74. Sale price $15,000. Net remaining to be transferred into the City's General Tax Account is $3,153.27. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 1200 Sheldon St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On July 7th, 2021 Real Estate Agent Rich Cook of ERA Reardon Realty assisted the Buyer N.I Kole Company with submitting an offer to purchase 1200 Sheldon St from the City of Jackson for the amount of $15,000. Should Council agree to accept the bid amount, the closing is set on or before August 6th, 2021. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable.

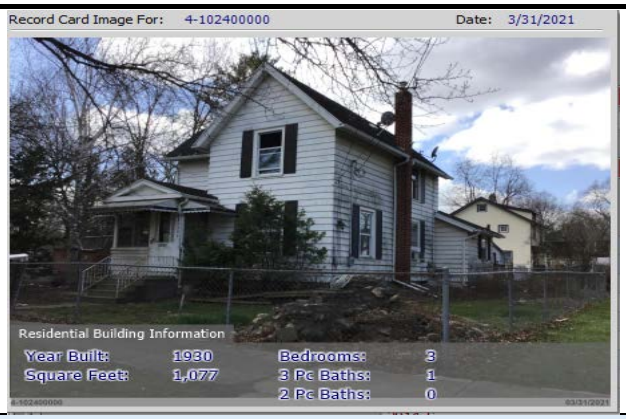
POSITIONS

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

1200 Sheldon St.

PIN# 4-102400000

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



Sales Price	$	15,000.00
Est. Project Cost *	$	11,846.74
Net Sale	**$**	**3,153.27**

Contracts		**Cost**	**Pd to Date**	**Remaining Balance**
Mohawk	Clean-up Services	$ 3,200.00	$ -	$ 3,200.00
		$ -	$ -	$ -
		$ -	$ -	$ -
Mohawk		$ 3,200.00	$ -	$ 3,200.00
				$ -
Subtotal	**Contract Amount(s)**	**$ 3,200.00**	**$ -**	**$ 3,200.00**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card	Hammon Hardward		Entry Lock (pd 6.8.21)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate		# of Hrs.			
Brian Taylor	$	64.46	3.00	$ 193.38	$ 193.38	$ -
Sven Harrison	$	48.34	2.00	$ 96.68	$ 96.68	$ -
Mark Fish	$	61.13	N/A	$ -	$ -	$ -
Kim Randell	$	48.59	N/A	$ -	$ -	$ -
Sindy Foster	$	40.73	0.50	$ 20.37	$ 20.37	$ -
Shannon Williams	$	46.88	1.00	$ 46.88	$ 46.88	$ -
Shane LaPorte	$	73.07	1.00	$ 73.07	$ 73.07	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2018)			*(Estimated)*	$ 4,135.00	$ 4,135.00	$ -
Open Receivables	#40653, 58462, 47485, & 59160		Verified in Building.net 6.14.21	$ *730.42*	$ -	$ 730.42
Open Utility	2018		Account# 206930900	$ *231.94*	$ -	$ 231.94
Open DPW Invoices/Misc Receivables	N/A		Verified in Building.net 6.14.21	$ -	$ -	$ -
Net Real Estate Fees			est.	$ 2,604.00	$ -	$ 2,604.00
Subtotal	**Additional Cost**			**$ 8,646.74**	**$ 4,580.38**	**$ 4,066.36**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 11,846.74**	$ 4,580.38	**$ 7,266.36**

ERA REAL ESTATE REARDON REALTY

Property Address: 1200 Sheldon Street Date: _____

Seller Name(s): Brown

	Debit	Credit
Sale Price		15000
Brokerage Fee	2000	
Transfer Tax	129	
Tax Proration (Approximate)	0	
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
Subtotal	2604	15000
Net Credit/Debit	12396	
Less Mortgage Balance		
Total Net To Sellers	12396	

***These figures are estimates only, and subject to change.**

Seller _____ _____ Seller _____ _____

dotloop signature verification: dtlp.us/kbZn-jV8j-dEll

CITY OF JACKSON
Founded 1829

Neighborhood & Economic Operations
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060, (517) 788-4012 • Facsimile: (866) 971-2151

NOTICE REGARDING PURCHASE OF CITY-OWNED PROPERTY

This Notice dated 07/07/2021 is submitted in addition to any other notices or disclosures the buyer may have received in connection with the property commonly known as 1200 Sheldon, Jackson mi. Jackson, Michigan, including but not limited to, the Seller's Disclosure Statement.

This Notice is intended to advise the buyer that the property described above may have one or more of the following conditions:

- The structure may not be ready for immediate occupancy in its current state.
- The structure may not currently have one or more utilities such as electricity, water or gas.
- The structure may not be available for occupancy until approval is granted from the City of Jackson's Building Department.
- The structure may be in need of significant repair.

The City of Jackson emphasizes that the property described above is being sold "as-is" and that the buyer should obtain professional advice and inspection of the property to more fully determine the condition of the property and the structure.

Penny Brown

dotloop verified
07/07/21 12:20 PM EDT
AAKX-7CAK-CYBN-HVZJ

dotloop signature verification: dtlp.us/Mq68-NeOp-UU4m

Seller's Disclosure Statement

Property address: 1200 Sheldon Street, Jackson, MI 49203 MICHIGAN
Street City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/Oven	☐	☐	☐	☐
Dishwasher	☐	☐	☐	☐
Refrigerator	☐	☐	☐	☐
Water softener/ conditioner	☐	☐	☐	☐
Disposal	☐	☐	☐	☐
TV antenna, TV rotor & controls	☐	☐	☐	☐
Electrical system	☐	☐	☐	☐
Garage door opener & remote control	☐	☐	☐	☐
Alarm system	☐	☐	☐	☐
Intercom	☐	☐	☐	☐
Central vacuum	☐	☐	☐	☐
Attic fan	☐	☐	☐	☐
Pool heater, wall liner & equipment	☐	☐	☐	☐
Microwave	☐	☐	☐	☐
Trash compactor	☐	☐	☐	☐
Ceiling fan	☐	☐	☐	☐
Sauna/hot tub	☐	☐	☐	☐
Washer	☐	☐	☐	☐

	Yes	No	Unknown	Not Available
Lawn sprinkler system	☐	☐	☐	☐
Water heater	☐	☐	☐	☐
Plumbing system	☐	☐	☐	☐
Hood/fan	☐	☐	☐	☐
Well & pump	☐	☐	☐	☐
Septic tank & drain field	☐	☐	☐	☐
Sump pump	☐	☐	☐	☐
City water system	☐	☐	☐	☐
City sewer system	☐	☐	☐	☐
Central air conditioning	☐	☐	☐	☐
Central heating system	☐	☐	☐	☐
Wall Furnace	☐	☐	☐	☐
Humidifier	☐	☐	☐	☐
Electronic air filter	☐	☐	☐	☐
Solar heating system	☐	☐	☐	☐
Fireplace & chimney	☐	☐	☐	☐
Wood burning system	☐	☐	☐	☐
Dryer	☐	☐	☐	☐

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace**: Has there been evidence of water? ☐ yes ☐ no
   If yes, please explain:
2. **Insulation**: Describe if known:
   Urea Formaldehyde Foam Insulation (UFFI) is installed? ☐ unknown ☐ yes ☐ no
3. **Roof**: Leaks? ☐ yes ☐ no
   Approximate age if known:
4. **Well**: Type of well (depth/diameter, age and repair history, if known):
   Has the water been tested? ☐ yes ☐ no
   If yes, date of last report/results:
5. **Septic tanks/drain fields**: Condition if known:
6. **Heating system**: Type/approximate age:

BUYERS INITIALS
SELLERS INITIALS

07/07/21
12:19 PM EDT
dotloop verified

dotloop signature verification: dtlp.us/Mq68-NeOp-UU4m

Property address: 1200 Sheldon Street, Jackson, MI 49203 MICHIGAN
Street City, Village, or Township

7. **Plumbing system**: Type: copper ☐ galvanized ☐ other ☐
   Any known problems? _____
8. **Electrical system**: Any known problems? _____
9. **History of infestation**, if any: (termites, carpenter ants, etc.) _____
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
    unknown ☐ yes ☐ no ☐
    If yes, please explain: _____
11. **Flood Insurance:** Do you have flood insurance on the property? ..... unknown ☐ yes ☐ no ☐
12. **Mineral Rights:** Do you own the mineral rights? ..... unknown ☐ yes ☐ no ☐

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? ..... unknown ☐ yes ☐ no ☐
2. Any encroachments, easements, zoning violations or nonconforming uses? ..... unknown ☐ yes ☐ no ☐
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? ..... unknown ☐ yes ☐ no ☐
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown ☐ yes ☐ no ☐
5. Settling, flooding, drainage, structural, or grading problems? ..... unknown ☐ yes ☐ no ☐
6. Major damage to the property from fire, wind, floods, or landslides? ..... unknown ☐ yes ☐ no ☐
7. Any underground storage tanks? ..... unknown ☐ yes ☐ no ☐
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? ..... unknown ☐ yes ☐ no ☐
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? ..... unknown ☐ yes ☐ no ☐
10. Any outstanding municipal assessments or fees? ..... unknown ☐ yes ☐ no ☐
11. Any pending litigation that could affect the property or the Seller's right to convey the property? ..... unknown ☐ yes ☐ no ☐

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: No information known. Seller has no knowledge of the property whatsoever.

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since _____ (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller _____ Date 6/14/21

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer Penny Brown dotloop verified 07/07/21 12:19 PM EDT 05X4-WOOR-K2QO-EC1A Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of for warranties made in connection with the form.

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dotloop signature verification: dtlp.us/f2Cq-IBKD-SrOI

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

Lead Warning Statement **Property Address:** 1200 Sheldon Street, Jackson, MI 49203

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

1. Seller's Disclosure (initial)

☐ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based pain and/or lead-based paint hazards are present in the housing (explain):

☑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☐ (b) Records and reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 6/14/21 (seller)

Date: (seller)

II. Agent's Acknowledgment (initial)

RC 06/13/21 dotloop verified Agent has informed the seller of the seller's obligation under 42 U.X.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: Agent: Richard Cook dotloop verified 06/13/21 4:23 PM EDT RIFG-2K7J-0H66-E1IC

III. Purchaser's Acknowledgment (initial)

PB 07/07/21 ☐ (a) Purchaser has received copies of all information listed above.

PB 07/07/21 ☐ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home.*

PB 07/07/21 12:19 PM EDT dotloop verified ☐ (c) Purchaser has (check one below):

☑ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☑ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s) Penny Brown dotloop verified 07/07/21 12:19 PM EDT QWEJ-RZK6-OSJZ-XABY

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.

dotloop signature verification: dtlp.us/c6gS-Lvla-xrN1

PURCHASE AGREEMENT

Property Address 1200 Sheldon Street, Jackson, MI 49203

Listing Office: ERA Reardon Realty
Office License #:
Phone: 517-474-7424 **Fax:**
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424 **Fax:**
Email: cook087@msn.com

☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone: **Fax:**
Selling Agent: Rich Cook
Selling Agent License #
Phone: **Fax:**
Email:

☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Transaction Coord.

1. **THIS** offer made at 11am AM/PM 07/07/2021 between (Buyer) N.I. Kole company, specify marital/legal status: , Address and Seller Jonathan greene.

2. **FOR** the purchase of the property commonly known as 1200 Sheldon Street City Jackson Zip 49203 or described as Lot 7 Tinker's Addition located in the of , County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** **Dollars** **$** 15000.

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows:

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

☐ **NEW MORTGAGE**: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a type mortgage for no less than years, with a minimum down payment of % of the purchase price at no more than % interest per annum. Buyer will supply to Seller a pre-qualification letter within calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within days of the date of this acceptance.

☐ **LAND CONTRACT**: $ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $ or more. Interest at % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☑ NONE
☐ SALE OF ☐ CLOSE OF:
ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $500 in the form of check as earnest money to be held by atc as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

dotloop signature verification: dtlp.us/c6gS-Lvla-xrN1

8. **FORM** of Conveyance:
   A. Seller shall convey and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
   B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 08/06/2021.

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of $_____ for final reading with ☐ Listing Broker ☐ Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.
☐ Seller will escrow the sum of $_____ for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing
☐ At _____ a.m. ☐ p.m. ☐ on the _____ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
Exceptions: _____

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents _____% of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on _____, the terms of which shall be part of this agreement.

☐ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

☑ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure statement dated _____ has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☑ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

dotloop signature verification: dtlp.us/c6gS-Lvla-xrN1

Property Address 1200 Sheldon Street, Jackson, MI 49203

16. **PROPERTY INSPECTIONS**: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

☑ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS –** CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE**:**

☑ **Connected to community water** ☑ **Connected to community sewer**

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector.

☐ **Buyer waives water/well/septic inspection.**

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:** ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection -** shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19**. SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established.

☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)

☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

☐ Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.

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PURCHASE AGREEMENT

Property Address 1200 Sheldon Street, Jackson, MI 49203

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** home is being sold as is and is not habitable in its current condition. sale will be by quit claim deed. no tax proration. no taxes currently assessed.

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

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26. Buyer gives the Seller until _____ AM/PM _____, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Penny Brown dotloop verified 07/07/21 12:19 PM EDT KG2L-FUP2-SNVX-6947
BUYER

BUYER

Penny Brown
Print Buyer's Legal Name

Print Buyer's Legal Name

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27. **Seller's Response:** _____ _____AM/PM

☐ ACCEPT ☐ REJECT ☐ ACCEPT AS FOLLOWS: _____

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER

SELLER

SELLER MARITAL STATUS

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28. **Buyer's Receipt and Acceptance of Changes:** _____ _____AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

BUYER

BUYER

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DISCLOSURE OF INFORMATION

This Addendum DOES NOT constitute a contingency to the Purchase Agreement.

ADDENDUM TO: ☑ **PURCHASE AGREEMENT** **ADDENDUM NO.** 1
☐ **LISTING CONTRACT**
☐ **LEASE AND/OR OPTION AGREEMENT** **DATED** 07/07/2021

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDER SIGNED PARTIES DATED 07/07/2021 **COVERING REAL ESTATE INTEREST LOCATED IN THE** city **OF** Jackson **COUNTY OF** Jackson County **STATE OF MICHIGAN, KNOWN AS** 1200 Sheldon Street

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Neither Brokers ERA Reardon Realty nor any of the respective real estate sales agents possess the expertise necessary to assess structural and mechanical matters, determine environmental risk or the presence of environmental contamination, nor many of the other matters herein set forth which may be material to the decision to purchase or to the amount of the purchase price.

1. **PROFESSIONAL INSPECTIONS AND INSPECTORS:** Inspections are readily available for reasonable fees by trained professionals. The Purchaser(s) and/or inspector(s) hired by the Purchaser(s) are permitted to fully inspect subject property. Inspections of the physical condition of subject property by a professional with Purchaser's approval of the condition of the property, as disclosed by the inspection, are an important safeguard. Inspections may include, but not be limited to:

- Structural Condition
- Foundation, Retaining Walls
- Roof, Gutters
- Heating/Air Conditioning System
- Electrical and Plumbing Systems
- Lead Based Paint Hazards
- Emerald Ash Borer Infestation
- Fireplace and Chimney
- Pool, Pool Heater and Filtration System; Hot Tub and Spa
- Soil Drainage and Grading
- Identify and locate sources of Radon
- Mold, Mildew
- Well, Water Quality and Septic System
- Wood Destroying Insect Infestation

If Broker supplies Purchaser and/or Seller with the names of any professional inspectors, lenders, title companies, or insurance companies, such suggestions do not constitute a recommendation or endorsement of any such individual, entity or company by the Broker. Purchaser and/or Seller may investigate several persons or companies and use the information obtained to make selections for the required services.

2. **POTENTIAL HAZARDOUS SUBSTANCES:** There are numerous federal, state and local laws and regulations in existence which are intended to control and/or correct environmental contamination. These laws and regulations may expose owners, tenants and other users of property to liability for substantial damages and/or clean-up costs occasioned by environmental contamination, regardless of fault and regardless of when in time the contamination may have occurred. Accordingly, it is prudent for each party to a real estate transaction to seek legal and technical counsel from professionals experienced in such matters so that each may be better apprised of the respective rights and responsibilities in regard to environmental contamination, hazardous wastes disposed of on the property, or property that now has or had underground storage tanks.

The term "hazardous wastes or substances" as used in this agreement may include, but is not limited to, petroleum based products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB, mold or mold contaminated materials and other chemical products. For links pertaining to specific concerns, please visit http://www.jacksonmihomes.com/home/consumers/buyers.htm.

Methamphetamine activity – For information on properties reported to have methamphetamine activity and/or dumpsites, please visit http://www.co.jackson.mi.us/MethGIS/index.htm

3. **PROPOSAL A:** The 1994 constitutional amendment, known as Proposal A, states the following: (1) Assessments cannot exceed 50 percent of true cash value, defined as the **usual selling price of** property. (2) The system of county and state equalization has not been changed or eliminated. (3) The taxable value of **each parcel** shall not increase more than the lesser of the Consumers Price Index or 5 percent, except that adjustments are made for additions and losses. (The Consumers Price Index for the period of October 1 to September 30 will be published annually by the State Tax Commission.) And (4) when the ownership of property transfers, the taxes will be spread against 50 percent of the true cash value, as determined by the assessor in the year following the transfer.

The County Board of commissioners will meet in April to adopt county equalized values for each class of real and personal property in each assessing unit in that county. In May, the State Tax Commission will adopt state equalized values for each class of real and personal property in each county in the state.

"Taxable value" is the value against which taxes will be spread starting in 1995. "Capped value" is the maximum amount to which the taxable value of each parcel could be increased in any given year. Taxable Value multiplied by Millage Rate equals Property Tax Bill.
Questions and Answers at: www.michigan.gov/documents/2856_11014_7.pdf

4. **INVESTIGATE SCHOOLS:** If the quality or suitability of school facilities is material to the Purchaser, the Purchaser should obtain information directly from the appropriate school district.

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5. **SEX OFFENDERS REGISTRATION ACT:** The Sex Offenders Registration Act, (AN ACT to require persons convicted of certain offenses to register; to prohibit certain individuals from engaging in certain activities within a student safety zone; to prescribe the powers and duties of certain departments and agencies in connection with that registration; and to prescribe fees, penalties, and sanctions.) MCL 28.721et seq., directs the Michigan State Police to develop and maintain a public registry and provides guidelines on the type of offender information available to the public. The legislature has determined that a person who has been convicted of committing an offense covered by this act poses a potential serious menace and danger to the health, safety, morals, and welfare of the people, and particularly the children, of this state. Please visit this registry website at http://www.mipsor.state.mi.us/.

6. **ZONING, BUILDING AND OTHER USE RESTRICTIONS:** It is the Purchaser's responsibility to verify from the appropriate city, county and state authorities that zoning, building and other use restrictions are compatible with Purchasers intended use of the property.

7. **FLOOD HAZARD DISCLOSURE:** Purchaser(s) should review Seller's Disclosure Statement where Seller has revealed their knowledge or lack thereof, as it pertains to flood insurance; flooding or inadequate drainage on subject property. Special Flood Hazard areas or government designated flood plains do exist. Purchaser is advised that lenders may annually require flood plain insurance as a condition of procuring a mortgage. In a non – mortgage transaction, purchasers are advised to determine whether property is in a flood plain or obtain flood plain certification. If the property is deemed to be in a flood plain, purchaser is advised to purchase flood insurance.

8. **PROPERTY SURVEYS:** If exact boundary lines of the property are material to either the decision to purchase or the amount of the purchase price, the parties should arrange to have a boundary/staked survey completed by a licensed surveyor. A boundary/staked survey discloses the property's corners and verifies the location of existing corner markers or monuments, the location and distant of measurements for all buildings and other physical improvements as they relate to the property lines as well as the property boundary lines, and the physical location of any known encroachments, utility easements and other matters. Staked surveys may be used by a title company to issue an owner's title policy without exceptions. A mortgage report shows only the approximate location of the improvements or buildings and visible encroachments on the property, but does not show dimensions from buildings or improvements to property lines.

9. **OTHER:**

Richard Cook dotloop verified 07/07/21 11:45 AM EDT JOEH-S1W1-SRJS-DHSL	*Penny Brown* dotloop verified 07/07/21 12:19 PM EDT WIKN-H3XE-YPEQ-VQ7K		
WITNESS	**PURCHASER**	**PURCHASER**	**DATE**
WITNESS	**SELLER**	**SELLER**	**DATE**

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.

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Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 599.104

(1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:

- (a) The exercise of a reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client:

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property or the property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at all the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

Seller's Agents

A seller's agent, under a listing agreement with the seller, acts solely on the behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on the behalf of the seller. Sellers' agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. The seller through execution of a limited service agreement may waive individual services. Only those services set forth in paragraph (2) (b),(c), and (d) above may be waived by the execution of a limited service agreement.

Buyer's Agents

A buyer's agent, under a buyers' agency agreement with the buyer, acts solely on the behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyers' agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer. Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c) or (d) above may be waived by the execution of a limited service agreement.

Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

Transaction Coordinator

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

Designated Agency

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm, not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

Licensee Disclosure (check one)

I hereby disclose the agency status of the licensee named below is:

- ☐ Seller's Agent
- ☐ Buyer's Agent
- ☑ Dual Agent **If ERA Reardon Realty represents both buyer and seller**
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer)
- ☐ None of the Above
- ☐ Seller's Agent – Limited Service Agreement
- ☐ Buyer's Agent – Limited Service Agreement

Affiliated Licensee Disclosure (check one)

☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☑ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee: *Richard Cook* dotloop verified 07/07/21 11:45 AM EDT

Licensee:

Acknowledgement

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

Potential ☑ Buyer / ☐ Seller (circle one) *Penny Brown* dotloop verified 07/07/21 12:19 PM EDT CR2T-XWT5-SUJA-USQV

Potential ☑ Buyer / ☐ Seller (circle one)

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 13th, 2021

SUBJECT: Approve the sale of City owned property located at 301 Bates St, for $26,000.

Recommendation: Approve the sale of City owned property located at 301 Bates St, to Jody and Donnie Dominion for $26,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of NEO

DATE: July 13th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 301 Bates St, for $26,000.

SUMMARY

The City of Jackson owns real property located at 301 Bates St. Property was placed on the MLS by Real Estate Agent Rich Cook. On May 23rd, 2021 an offer of $26,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before August 6th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, personnel, maintenance, open receivables and real estate cost/fees $9,604.42. Sale price $26,000. Net remaining to be transferred into the City's General Tax Account is $16,395.59. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 301 Bates St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On May 23rd, 2021 Real Estate Agent Rich Cook of ERA Reardon Realty assisted the Buyer Jody and Donnie Dominion with submitting an offer to purchase 301 Bates St from the City of Jackson for the amount of $26,000. Should Council agree to accept the bid amount, the closing is set on or before August 6th, 2021. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable.

POSITIONS

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

301 Bates

PIN# 8-027400000

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



Sales Price	$	**26,000.00**
Est. Project Cost *	$	9,604.42
Net Sale	**$**	**16,395.59**

Contracts			**Cost**	**Pd to Date**	**Remaining Balance**
Mohawk	Clean-up Services	est.	$2,500.00	$ -	$ 2,500.00
			$ -	$ -	$ -
			$ -	$ -	$ -
Mohawk			$ 2,500.00	$ -	$ 2,500.00
					$ -
Subtotal	**Contract Amount(s)**		**$ 2,500.00**	**$ -**	**$ 2,500.00**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card	Hammon Hardward		Entry Lock (pd 6.8.21)	$ 15.00	$ -	$ 15.00
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate		# of Hrs.			
Brian Taylor	$	64.46	3.00	$ 193.38	$ 193.38	$ -
Sven Harrison	$	48.34	2.00	$ 96.68	$ 96.68	$ -
Mark Fish	$	61.13	N/A	$ -	$ -	$ -
Kim Randell	$	48.59	N/A	$ -	$ -	$ -
Sindy Foster	$	40.73	0.50	$ 20.37	$ 20.37	$ -
Shannon Williams	$	46.88	1.00	$ 46.88	$ 46.88	$ -
Shane LaPorte	$	73.07	1.00	$ 73.07	$ 73.07	$ -
County Tax Foreclosure / Chargeback Cost (Ward 3 - 2017)				$ 3,117.27	$ 3,117.27	$ -
Open Receivables	#43001 & #44195		Verified in Building.net 6.4.21	$ *109.45*	$ -	$ 109.45
Open Utility	2017		Account# 307724300	$ *199.32*	$ -	$ 199.32
Open DPW Invoices/Misc Receivables	N/A		Verified in Building.net 6.4.21	$ -	$ -	$ -
Net Real Estate Fees			est.	$ 2,733.00	$ -	$ 2,733.00
Subtotal **Additional Cost**				**$ 7,104.42**	**$ 3,547.65**	**$ 3,556.77**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 9,604.42**	$ 3,547.65	**$ 6,056.77**

ERA REAL ESTATE REARDON REALTY

Property Address: 301 Bates Street Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		26000
Brokerage Fee	2000	
Transfer Tax	223	
Tax Proration (Approximate)	0	
Title Insurance	460	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
Subtotal	2733	26000
Net Credit/Debit	23267	
Less Mortgage Balance		
Total Net To Sellers	23267	

***These figures are estimates only, and subject to change.**

Seller _____ _____ Seller _____ _____

dotloop signature verification: dtlp.us/WrO1-lkzi-tYQN

PURCHASE AGREEMENT

Property Address 301 Bates Street, Jackson, MI 49202

Listing Office: ERA Reardon Realty
Office License #:
Phone: 517-474-7424 **Fax:**
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424 **Fax:**
Email: cook087@msn.com

☐ Seller's Agent ☐ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone: **Fax:**
Selling Agent: Rich Cook
Selling Agent License #
Phone: **Fax:**
Email:

☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Transaction Coord.

1. **THIS** offer made at _____ AM/PM 05/23/2021 between (Buyer) Jody Dominion and Donnie Dominion, specify marital/legal status: _____, Address 12513 Purvis lane Brooklyn mi. 49230 and Seller Jonathan greene.

2. **FOR** the purchase of the property commonly known as 301 Bates Street City Jackson Zip 49202 or described as W 60 FT OF LOT 29 MURRAY'S ADD located in the _____ of _____, County of Jackson, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions: _____.

3. **PURCHASE PRICE** _____ **Dollars $** 26000 **.**

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows: _____

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

☐ **NEW MORTGAGE**: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a _____ type mortgage for no less than _____ years, with a minimum down payment of _____% of the purchase price at no more than _____% interest per annum. Buyer will supply to Seller a pre-qualification letter within _____ calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within _____ days of the date of this acceptance.

☐ **LAND CONTRACT**: $_____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $_____ or more. Interest at _____% per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms _____

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☑ NONE
☐ SALE OF ☐ CLOSE OF: _____
ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $1000.00 in the form of check as earnest money to be held by American Title as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

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8. **FORM** of Conveyance:
   A. Seller shall convey and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
   B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 08/06/2021.

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of $_____ for final reading with ☐ Listing Broker ☐ Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.
☐ Seller will escrow the sum of $_____ for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing
☐ At _____ a.m. ☐ p.m. ☐ on the _____ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
Exceptions: _____

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents 100 % of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on _____, the terms of which shall be part of this agreement.

☑ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

☑ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure statement dated 07/06/2021 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

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Property Address 301 Bates Street, Jackson, MI 49202

16. **PROPERTY INSPECTIONS**: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

☑ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS –** CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE**:**

☑ **Connected to community water** ☑ **Connected to community sewer**

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector.

☐ **Buyer waives water/well/septic inspection.**

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:** ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection -** shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19**. SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established.

☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)

☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

☐ Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.

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PURCHASE AGREEMENT

Property Address 301 Bates Street, Jackson, MI 49202

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** purchase conveyed by quit claim deed. Significant repairs must be made in order for the home to be habitable. no tax proration. Home being sold as is condition.

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. Buyer gives the Seller until _____ AM/PM 05/25/2021, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Jody Dominion	dotloop verified 07/06/21 9:39 PM EDT MTPA-KR0F-GZUU-V08C	Donnie Dominion	dotloop verified 07/07/21 10:43 AM EDT NVGE-VZBS-CWWZ-KSPQ
BUYER		BUYER	
Jody Dominion		Donnie Dominion	
Print Buyer's Legal Name		Print Buyer's Legal Name	

27. **Seller's Response:** _____ _____AM/PM

☐ ACCEPT ☐ REJECT ☐ ACCEPT AS FOLLOWS: _____

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER	SELLER	SELLER MARITAL STATUS

28. **Buyer's Receipt and Acceptance of Changes:** _____ _____AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

BUYER	BUYER

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DISCLOSURE OF INFORMATION

This Addendum DOES NOT constitute a contingency to the Purchase Agreement.

ADDENDUM TO: ☑ **PURCHASE AGREEMENT** **ADDENDUM NO.** 1
☐ **LISTING CONTRACT**
☐ **LEASE AND/OR OPTION AGREEMENT** **DATED** 07/06/2021

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDER SIGNED PARTIES DATED 05/23/2021 **COVERING REAL ESTATE INTEREST LOCATED IN THE** _____ **OF** _____ **COUNTY OF** Jackson
STATE OF MICHIGAN, KNOWN AS 301 Bates Street

Neither Brokers ERA Reardon Realty nor any of the respective real estate sales agents possess the expertise necessary to assess structural and mechanical matters, determine environmental risk or the presence of environmental contamination, nor many of the other matters herein set forth which may be material to the decision to purchase or to the amount of the purchase price.

1. **PROFESSIONAL INSPECTIONS AND INSPECTORS:** Inspections are readily available for reasonable fees by trained professionals. The Purchaser(s) and/or inspector(s) hired by the Purchaser(s) are permitted to fully inspect subject property. Inspections of the physical condition of subject property by a professional with Purchaser's approval of the condition of the property, as disclosed by the inspection, are an important safeguard. Inspections may include, but not be limited to:

- Structural Condition
- Foundation, Retaining Walls
- Roof, Gutters
- Heating/Air Conditioning System
- Electrical and Plumbing Systems
- Lead Based Paint Hazards
- Emerald Ash Borer Infestation
- Fireplace and Chimney
- Pool, Pool Heater and Filtration System; Hot Tub and Spa
- Soil Drainage and Grading
- Identify and locate sources of Radon
- Mold, Mildew
- Well, Water Quality and Septic System
- Wood Destroying Insect Infestation

If Broker supplies Purchaser and/or Seller with the names of any professional inspectors, lenders, title companies, or insurance companies, such suggestions do not constitute a recommendation or endorsement of any such individual, entity or company by the Broker. Purchaser and/or Seller may investigate several persons or companies and use the information obtained to make selections for the required services.

2. **POTENTIAL HAZARDOUS SUBSTANCES:** There are numerous federal, state and local laws and regulations in existence which are intended to control and/or correct environmental contamination. These laws and regulations may expose owners, tenants and other users of property to liability for substantial damages and/or clean-up costs occasioned by environmental contamination, regardless of fault and regardless of when in time the contamination may have occurred. Accordingly, it is prudent for each party to a real estate transaction to seek legal and technical counsel from professionals experienced in such matters so that each may be better apprised of the respective rights and responsibilities in regard to environmental contamination, hazardous wastes disposed of on the property, or property that now has or had underground storage tanks.

The term "hazardous wastes or substances" as used in this agreement may include, but is not limited to, petroleum based products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB, mold or mold contaminated materials and other chemical products. For links pertaining to specific concerns, please visit http://www.jacksonmihomes.com/home/consumers/buyers.htm.

Methamphetamine activity – For information on properties reported to have methamphetamine activity and/or dumpsites, please visit http://www.co.jackson.mi.us/MethGIS/index.htm

3. **PROPOSAL A:** The 1994 constitutional amendment, known as Proposal A, states the following: (1) Assessments cannot exceed 50 percent of true cash value, defined as the **usual selling price of** property. (2) The system of county and state equalization has not been changed or eliminated. (3) The taxable value of **each parcel** shall not increase more than the lesser of the Consumers Price Index or 5 percent, except that adjustments are made for additions and losses. (The Consumers Price Index for the period of October 1 to September 30 will be published annually by the State Tax Commission.) And (4) when the ownership of property transfers, the taxes will be spread against 50 percent of the true cash value, as determined by the assessor in the year following the transfer.

The County Board of commissioners will meet in April to adopt county equalized values for each class of real and personal property in each assessing unit in that county. In May, the State Tax Commission will adopt state equalized values for each class of real and personal property in each county in the state.

"Taxable value" is the value against which taxes will be spread starting in 1995. "Capped value" is the maximum amount to which the taxable value of each parcel could be increased in any given year. Taxable Value multiplied by Millage Rate equals Property Tax Bill.
Questions and Answers at: www.michigan.gov/documents/2856_11014_7.pdf

4. **INVESTIGATE SCHOOLS:** If the quality or suitability of school facilities is material to the Purchaser, the Purchaser should obtain information directly from the appropriate school district.

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5. **SEX OFFENDERS REGISTRATION ACT:** The Sex Offenders Registration Act, (AN ACT to require persons convicted of certain offenses to register; to prohibit certain individuals from engaging in certain activities within a student safety zone; to prescribe the powers and duties of certain departments and agencies in connection with that registration; and to prescribe fees, penalties, and sanctions.) MCL 28.721et seq., directs the Michigan State Police to develop and maintain a public registry and provides guidelines on the type of offender information available to the public. The legislature has determined that a person who has been convicted of committing an offense covered by this act poses a potential serious menace and danger to the health, safety, morals, and welfare of the people, and particularly the children, of this state. Please visit this registry website at http://www.mipsor.state.mi.us/.

6. **ZONING, BUILDING AND OTHER USE RESTRICTIONS:** It is the Purchaser's responsibility to verify from the appropriate city, county and state authorities that zoning, building and other use restrictions are compatible with Purchasers intended use of the property.

7. **FLOOD HAZARD DISCLOSURE:** Purchaser(s) should review Seller's Disclosure Statement where Seller has revealed their knowledge or lack thereof, as it pertains to flood insurance; flooding or inadequate drainage on subject property. Special Flood Hazard areas or government designated flood plains do exist. Purchaser is advised that lenders may annually require flood plain insurance as a condition of procuring a mortgage. In a non – mortgage transaction, purchasers are advised to determine whether property is in a flood plain or obtain flood plain certification. If the property is deemed to be in a flood plain, purchaser is advised to purchase flood insurance.

8. **PROPERTY SURVEYS:** If exact boundary lines of the property are material to either the decision to purchase or the amount of the purchase price, the parties should arrange to have a boundary/staked survey completed by a licensed surveyor. A boundary/staked survey discloses the property's corners and verifies the location of existing corner markers or monuments, the location and distant of measurements for all buildings and other physical improvements as they relate to the property lines as well as the property boundary lines, and the physical location of any known encroachments, utility easements and other matters. Staked surveys may be used by a title company to issue an owner's title policy without exceptions. A mortgage report shows only the approximate location of the improvements or buildings and visible encroachments on the property, but does not show dimensions from buildings or improvements to property lines.

9. **OTHER:**

	Jody Dominion dotloop verified 07/06/21 9:39 PM EDT W9WN-PGHL-DBCW-6M2F		Donnie Dominion dotloop verified 07/07/21 10:43 AM EDT PX9D-0GS5-MFIK-UAHU	
WITNESS	**PURCHASER**		**PURCHASER**	**DATE**
WITNESS	**SELLER**		**SELLER**	**DATE**

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Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 599.104

(1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:

- (a) The exercise of a reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client:

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property or the property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at all the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

Seller's Agents

A seller's agent, under a listing agreement with the seller, acts solely on the behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on the behalf of the seller. Sellers' agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. The seller through execution of a limited service agreement may waive individual services. Only those services set forth in paragraph (2) (b),(c), and (d) above may be waived by the execution of a limited service agreement.

Buyer's Agents

A buyer's agent, under a buyers' agency agreement with the buyer, acts solely on the behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyers' agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer. Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c) or (d) above may be waived by the execution of a limited service agreement.

Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

Transaction Coordinator

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

Designated Agency

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm, not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

Licensee Disclosure (check one)

I hereby disclose the agency status of the licensee named below is:

- ☐ Seller's Agent
- ☐ Buyer's Agent
- ☑ Dual Agent **If ERA Reardon Realty represents both buyer and seller**
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer)
- ☐ None of the Above
- ☐ Seller's Agent – Limited Service Agreement
- ☐ Buyer's Agent – Limited Service Agreement

Affiliated Licensee Disclosure (check one)

☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☑ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee: *Richard Cook* dotloop verified 07/06/21 8:47 PM EDT CTIY-JQXV-J2BE-HA6G

Licensee:

Acknowledgement

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

Potential ☑ Buyer / ☐ Seller (circle one) *Jody Dominion* dotloop verified 07/06/21 9:39 PM EDT QGMS-86MJ-JWKN-HS4S

Potential ☑ Buyer / ☐ Seller (circle one) *Donnie Dominion* dotloop verified 07/07/21 10:43 AM EDT KGMN-0RZA-5TIU-BF2W

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 13th, 2021

SUBJECT: Approve the sale of City owned property located at 728 Fifth St, for $30,000.

Recommendation: Approve the sale of City owned property located at 728 Fifth St, to Rodney Hamilton Investments for $30,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of NEO

DATE: July 13th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 728 Fifth St, for $30,000.

SUMMARY

The City of Jackson owns real property located at 728 Fifth St. Property was placed on the MLS by Real Estate Agent Rich Cook. On July 6th, 2021 an offer of $30,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before August 6th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, personnel, maintenance, open receivables and real estate cost/fees $10,764.60. Sale price $30,000. Net remaining to be transferred into the City's General Tax Account is $19,235.41. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 728 Fifth St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On July 6th , 2021 Real Estate Agent Rich Cook of ERA Reardon Realty assisted the Buyer Rodney Hamilton Investments with submitting an offer to purchase 728 Fifth St St from the City of Jackson for the amount of $30,000. Should Council agree to accept the bid amount, the closing is set on or before August 6th, 2021. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable.

POSITIONS

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

728 Fifth

PIN# 3-052100000

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



Sales Price	$	**30,000.00**
Est. Project Cost *	$	10,764.60
Net Sale	**$**	**19,235.41**

Contracts		**Cost**	**Pd to Date**	**Remaining Balance**
Contractor N/A				
Tree/Brush Clean-up	N/A	$ -	$ -	$ -
Mowhawk Clean-up Services		$ 4,400.00	$ -	$ 4,400.00
				$ -
Subtotal **Contract Amount(s)**		**$ 4,400.00**	**$ -**	**$ 4,400.00**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card	Hammon Hardward		Entry Lock (pd 6.8.21)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate		# of Hrs.			
Brian Taylor	$	64.46	3.00	$ 193.38	$ 193.38	$ -
Sven Harrison	$	48.34	2.00	$ 96.68	$ 96.68	$ -
Mark Fish	$	61.13	N/A	$ -	$ -	$ -
Kim Randell	$	48.59	N/A	$ -	$ -	$ -
Sindy Foster	$	40.73	0.50	$ 20.37	$ 20.37	$ -
Shannon Williams	$	46.88	1.00	$ 46.88	$ 46.88	$ -
Shane LaPorte	$	73.07	1.00	$ 73.07	$ 73.07	$ -
County Tax Foreclosure / Chargeback Cost (Ward 6 - YR 2019)				$ 2,572.82	$ 2,572.82	$ -
Open Receivables	INV#50667		EN17-0965	*$ 53.78*		$ 53.78
Open Utility	2019		Account# 107016100	*$ 1.62*		$ 1.62
Open DPW Invoices/Misc Receivables	N/A		Verified in MyAccess.gov	$ -	$ -	$ -
Net Real Estate Fees			est.	$ 2,791.00	$ -	$ 2,791.00
Subtotal **Additional Cost**				**$ 6,364.60**	**$ 3,018.20**	**$ 3,346.40**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 10,764.60**	$ 3,018.20	**$ 7,746.40**

ERA REAL ESTATE REARDON REALTY

Property Address: 728 Fifth Street Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		30000
Brokerage Fee	2000	
Transfer Tax	258	
Tax Proration (Approximate)		
Title Insurance	483	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
Subtotal	2791	30000
Net Credit/Debit	27209	
Less Mortgage Balance		
Total Net To Sellers	27209	

***These figures are estimates only, and subject to change.**

Seller _____ _____ Seller _____ _____

dotloop signature verification: dtlp.us/hZo4-nIPc-SIG6

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 599.104

(1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
- (a) The exercise of a reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client:

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property or the property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at all the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

Seller's Agents

A seller's agent, under a listing agreement with the seller, acts solely on the behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on the behalf of the seller. Sellers' agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. The seller through execution of a limited service agreement may waive individual services. Only those services set forth in paragraph (2) (b),(c), and (d) above may be waived by the execution of a limited service agreement.

Buyer's Agents

A buyer's agent, under a buyers' agency agreement with the buyer, acts solely on the behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyers' agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer. Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c) or (d) above may be waived by the execution of a limited service agreement.

Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

Transaction Coordinator

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

Designated Agency

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm, not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

Licensee Disclosure (check one)

I hereby disclose the agency status of the licensee named below is:

- ☑ Seller's Agent
- ☐ Buyer's Agent
- ☑ Dual Agent **If ERA Reardon Realty represents both buyer and seller**
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer)
- ☐ None of the Above
- ☐ Seller's Agent – Limited Service Agreement
- ☐ Buyer's Agent – Limited Service Agreement

Affiliated Licensee Disclosure (check one)

☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☑ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee: *Richard Cook* dotloop verified 07/06/21 7:52 PM EDT IZWE-9PHC-WG59-JJQT

Licensee:

Acknowledgement

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

Potential ☑ Buyer / ☐ Seller (circle one) *Rodney Hamilton* dotloop verified 07/06/21 8:04 PM EDT BHUU-Q0DW-EH5F-RCIV

Potential ☑ Buyer / ☐ Seller (circle one)

dotloop signature verification: dtlp.us/hlfE-JzPo-LuhT

PURCHASE AGREEMENT

Property Address 728 Fifth Street, Jackson, MI 49203

Listing Office: ERA Reardon Realty
Office License #:
Phone: 517-474-7424 **Fax:**
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424 **Fax:**
Email: cook087@msn.com

☐ **Seller's Agent** ☑ **Dual Agent** ☐ **Transaction Coord.**

Selling Office: ERA
Office License #:
Phone: **Fax:**
Selling Agent: Rich Cook
Selling Agent License #
Phone: **Fax:**
Email:

☐ **Seller's Agent** ☐ **Buyer's Agent** ☑ **Dual Agent** ☐ **Transaction Coord.**

1. **THIS** offer made at 7pm AM/PM 07/06/2021 between (Buyer) Rodney Hamilton investments, specify marital/legal status: singe, Address and Seller Jonathan greene.

2. **FOR** the purchase of the property commonly known as 728 Fifth Street City Jackson Zip 49203 or described as 38 FT OF LOT 16, located in the of , County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** **Dollars** **$** 30000.

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows:

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

☐ **NEW MORTGAGE**: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a type mortgage for no less than years, with a minimum down payment of % of the purchase price at no more than % interest per annum. Buyer will supply to Seller a pre-qualification letter within calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within days of the date of this acceptance.

☐ **LAND CONTRACT**: $ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $ or more. Interest at % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☑ NONE
☐ SALE OF ☐ CLOSE OF:
ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $1000 in the form of check as earnest money to be held by atc as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

dotloop signature verification: dtlp.us/hlfE-JzPo-LuhT

PURCHASE AGREEMENT

Property Address 728 Fifth Street, Jackson, MI 49203

8. **FORM** of Conveyance:
   A. Seller shall convey and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
   B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 08/06/2021.

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of $_____ for final reading with ☐ Listing Broker ☐ Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.
☐ Seller will escrow the sum of $_____ for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing
☐ At _____ a.m. ☐ p.m. ☐ on the _____ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
Exceptions: _____

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents 100 % of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on _____, the terms of which shall be part of this agreement.

☑ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

☑ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure statement dated 07/06/2021 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

dotloop signature verification: dtlp.us/hlfE-JzPo-LuhT

Property Address 728 Fifth Street, Jackson, MI 49203

16. **PROPERTY INSPECTIONS**: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

☑ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS –** CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE**:**

☑ **Connected to community water** ☑ **Connected to community sewer**

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector.

☐ **Buyer waives water/well/septic inspection.**

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:** ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection -** shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19**. SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established.

☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)

☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

☐ Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.

dotloop signature verification: dtlp.us/hIfE-JzPo-LuhT

PURCHASE AGREEMENT

Property Address 728 Fifth Street, Jackson, MI 49203

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** transfer made by quit claim deed. no tax proration. buying home as is. Will require repairs prior to occupying home as a residence.

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. Buyer gives the Seller until _____ AM/PM _____, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Rodney Hamilton dotloop verified 07/06/21 8:04 PM EDT UT4G-J7JZ-ZHSE-NJRQ
BUYER

BUYER

Rodney Hamilton
Print Buyer's Legal Name

Print Buyer's Legal Name

27. **Seller's Response:** _____ _____AM/PM

☐ ACCEPT ☐ REJECT ☐ ACCEPT AS FOLLOWS: _____

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER SELLER SELLER MARITAL STATUS

28. **Buyer's Receipt and Acceptance of Changes:** _____ _____AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

BUYER BUYER

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DISCLOSURE OF INFORMATION

This Addendum DOES NOT constitute a contingency to the Purchase Agreement.

ADDENDUM TO: ☑ **PURCHASE AGREEMENT** **ADDENDUM NO.** 1
☐ **LISTING CONTRACT**
☐ **LEASE AND/OR OPTION AGREEMENT** **DATED** 07/06/2021

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDER SIGNED PARTIES DATED 07/06/2021 **COVERING REAL ESTATE INTEREST LOCATED IN THE** city **OF** Jackson **COUNTY OF** Jackson County **STATE OF MICHIGAN, KNOWN AS** 728 Fifth Street

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Neither Brokers ERA Reardon Realty nor any of the respective real estate sales agents possess the expertise necessary to assess structural and mechanical matters, determine environmental risk or the presence of environmental contamination, nor many of the other matters herein set forth which may be material to the decision to purchase or to the amount of the purchase price.

1. **PROFESSIONAL INSPECTIONS AND INSPECTORS:** Inspections are readily available for reasonable fees by trained professionals. The Purchaser(s) and/or inspector(s) hired by the Purchaser(s) are permitted to fully inspect subject property. Inspections of the physical condition of subject property by a professional with Purchaser's approval of the condition of the property, as disclosed by the inspection, are an important safeguard. Inspections may include, but not be limited to:

- Structural Condition
- Foundation, Retaining Walls
- Roof, Gutters
- Heating/Air Conditioning System
- Electrical and Plumbing Systems
- Lead Based Paint Hazards
- Emerald Ash Borer Infestation
- Fireplace and Chimney
- Pool, Pool Heater and Filtration System; Hot Tub and Spa
- Soil Drainage and Grading
- Identify and locate sources of Radon
- Mold, Mildew
- Well, Water Quality and Septic System
- Wood Destroying Insect Infestation

If Broker supplies Purchaser and/or Seller with the names of any professional inspectors, lenders, title companies, or insurance companies, such suggestions do not constitute a recommendation or endorsement of any such individual, entity or company by the Broker. Purchaser and/or Seller may investigate several persons or companies and use the information obtained to make selections for the required services.

2. **POTENTIAL HAZARDOUS SUBSTANCES:** There are numerous federal, state and local laws and regulations in existence which are intended to control and/or correct environmental contamination. These laws and regulations may expose owners, tenants and other users of property to liability for substantial damages and/or clean-up costs occasioned by environmental contamination, regardless of fault and regardless of when in time the contamination may have occurred. Accordingly, it is prudent for each party to a real estate transaction to seek legal and technical counsel from professionals experienced in such matters so that each may be better apprised of the respective rights and responsibilities in regard to environmental contamination, hazardous wastes disposed of on the property, or property that now has or had underground storage tanks.

The term "hazardous wastes or substances" as used in this agreement may include, but is not limited to, petroleum based products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB, mold or mold contaminated materials and other chemical products. For links pertaining to specific concerns, please visit http://www.jacksonmihomes.com/home/consumers/buyers.htm.

Methamphetamine activity – For information on properties reported to have methamphetamine activity and/or dumpsites, please visit http://www.co.jackson.mi.us/MethGIS/index.htm

3. **PROPOSAL A:** The 1994 constitutional amendment, known as Proposal A, states the following: (1) Assessments cannot exceed 50 percent of true cash value, defined as the **usual selling price of** property. (2) The system of county and state equalization has not been changed or eliminated. (3) The taxable value of **each parcel** shall not increase more than the lesser of the Consumers Price Index or 5 percent, except that adjustments are made for additions and losses. (The Consumers Price Index for the period of October 1 to September 30 will be published annually by the State Tax Commission.) And (4) when the ownership of property transfers, the taxes will be spread against 50 percent of the true cash value, as determined by the assessor in the year following the transfer.

The County Board of commissioners will meet in April to adopt county equalized values for each class of real and personal property in each assessing unit in that county. In May, the State Tax Commission will adopt state equalized values for each class of real and personal property in each county in the state.

"Taxable value" is the value against which taxes will be spread starting in 1995. "Capped value" is the maximum amount to which the taxable value of each parcel could be increased in any given year. Taxable Value multiplied by Millage Rate equals Property Tax Bill.
Questions and Answers at: www.michigan.gov/documents/2856_11014_7.pdf

4. **INVESTIGATE SCHOOLS:** If the quality or suitability of school facilities is material to the Purchaser, the Purchaser should obtain information directly from the appropriate school district.

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5. **SEX OFFENDERS REGISTRATION ACT:** The Sex Offenders Registration Act, (AN ACT to require persons convicted of certain offenses to register; to prohibit certain individuals from engaging in certain activities within a student safety zone; to prescribe the powers and duties of certain departments and agencies in connection with that registration; and to prescribe fees, penalties, and sanctions.) MCL 28.721et seq., directs the Michigan State Police to develop and maintain a public registry and provides guidelines on the type of offender information available to the public. The legislature has determined that a person who has been convicted of committing an offense covered by this act poses a potential serious menace and danger to the health, safety, morals, and welfare of the people, and particularly the children, of this state. Please visit this registry website at http://www.mipsor.state.mi.us/.

6. **ZONING, BUILDING AND OTHER USE RESTRICTIONS:** It is the Purchaser's responsibility to verify from the appropriate city, county and state authorities that zoning, building and other use restrictions are compatible with Purchasers intended use of the property.

7. **FLOOD HAZARD DISCLOSURE:** Purchaser(s) should review Seller's Disclosure Statement where Seller has revealed their knowledge or lack thereof, as it pertains to flood insurance; flooding or inadequate drainage on subject property. Special Flood Hazard areas or government designated flood plains do exist. Purchaser is advised that lenders may annually require flood plain insurance as a condition of procuring a mortgage. In a non – mortgage transaction, purchasers are advised to determine whether property is in a flood plain or obtain flood plain certification. If the property is deemed to be in a flood plain, purchaser is advised to purchase flood insurance.

8. **PROPERTY SURVEYS:** If exact boundary lines of the property are material to either the decision to purchase or the amount of the purchase price, the parties should arrange to have a boundary/staked survey completed by a licensed surveyor. A boundary/staked survey discloses the property's corners and verifies the location of existing corner markers or monuments, the location and distant of measurements for all buildings and other physical improvements as they relate to the property lines as well as the property boundary lines, and the physical location of any known encroachments, utility easements and other matters. Staked surveys may be used by a title company to issue an owner's title policy without exceptions. A mortgage report shows only the approximate location of the improvements or buildings and visible encroachments on the property, but does not show dimensions from buildings or improvements to property lines.

9. **OTHER:**

	Rodney Hamilton dotloop verified 07/06/21 8:04 PM EDT TAMG-CURR-2EKQ-V1T0		
WITNESS	**PURCHASER**	**PURCHASER**	**DATE**
WITNESS	**SELLER**	**SELLER**	**DATE**

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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 13th, 2021

SUBJECT: Approve the sale of City owned property located at 246 Douglas St, for $25,000.

Recommendation: Approve the sale of City owned property located at 246 Douglas St to John Jonas for $25,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of NEO

DATE: July 13th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 246 Douglas St, for $25,000.

SUMMARY

The City of Jackson owns real property located at 246 Douglas St. Property was placed on the MLS by Real Estate Agent Rich Cook. On June 17th, 2021 an offer of $25,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before July26th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, personnel, maintenance, open receivables and real estate cost/fees $12,179.10. Sale price $25,000. Net remaining to be transferred into the City's General Tax Account is $12,820.90. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 246 Douglas St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On June 17th, 2021 Real Estate Agent Valetta Luppo of Exit Realty assisted the Buyer John Jonas with submitting an offer to purchase 246 Douglas St from the City of Jackson for the amount of $25,000. Should Council agree to accept the bid amount, the closing is set on or before July 26th, 2021. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable.

POSITIONS

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

ERA REAL ESTATE REARDON REALTY

Property Address: 246 Douglas Street Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		25000
Brokerage Fee	2000	
Transfer Tax	215	
Tax Proration (Approximate)	0	
Title Insurance	454	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
Subtotal	2719	25000
Net Credit/Debit	22281	
Less Mortgage Balance		
Total Net To Sellers	22281	

***These figures are estimates only, and subject to change.**

Seller _____ _____ Seller _____ _____

246 Douglas St.

PIN# 4-1422.1000

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



Sales Price	$	**25,000.00**
Est. Project Cost *	$	12,179.11
Net Sale	**$**	**12,820.90**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
4/14/2021	Tree/Brush Clean-up	Inv#46523	PD 4.23.21	$ 2,600.00	$ 2,600.00	$ -
Mohawk	Clean-up Services			$2,500.00	$ -	$ 2,500.00
						$ -
Subtotal	**Contract Amount(s)**			**$ 5,100.00**	**$ 2,600.00**	**$ 2,500.00**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card	Hammon Hardward		Entry Lock (pd 6.8.21)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate		# of Hrs.			
Brian Taylor	$	64.46	3.00	$ 193.38	$ 193.38	$ -
Sven Harrison	$	48.34	2.00	$ 96.68	$ 96.68	$ -
Mark Fish	$	61.13	N/A	$ -	$ -	$ -
Kim Randell	$	48.59	N/A	$ -	$ -	$ -
Sindy Foster	$	40.73	0.50	$ 20.37	$ 20.37	$ -
Shannon Williams	$	46.88	1.00	$ 46.88	$ 46.88	$ -
Shane LaPorte	$	73.07	1.00	$ 73.07	$ 73.07	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - Nov 2017)				$ 2,540.95	$ 2,540.95	$ -
Open Receivables			Verified in Building.net 6.14.21	*$ 873.78*	$ -	$ 873.78
Open Utility		$0.00 balance	Verified in Building.net 4.21.21		$ -	$ -
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 4.21.21	$ -	$ -	$ -
Net Real Estate Fees			est.	$ 2,719.00	$ -	$ 2,719.00
Subtotal	**Additional Cost**			**$ 7,079.11**	**$ 2,986.33**	**$ 4,092.78**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 12,179.11**	$ 5,586.33	**$ 6,592.78**

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EXIT REALTY 1ST

PURCHASE AGREEMENT

Property Address 246 Douglas Street, Jackson, MI 49203

Listing Office: ERA Reardon Realty
Office License #: _____
Phone: _____ **Fax:** _____
Listing Agent: Richard Cook
Listing Agent License #: _____
Phone: _____ **Fax:** _____
Email: cook087@msn.com

☑ Seller's Agent ☐ Dual Agent ☐ Transaction Coord.

Selling Office: EXIT REALTY 1st
Office License #: 650321973
Phone: 517-796-9300 **Fax:** 517-796-0108
Selling Agent: Veletta (Vicky) Luppo
Selling Agent License # 6501405177
Phone: 517-750-8228 **Fax:** _____
Email: Vicky@ExitJackson.com

☐ Seller's Agent ☑ Buyer's Agent ☐ Dual Agent ☐ Transaction Coord.

1. **THIS** offer made at 2:00 AM/PM 06/17/2021 /_____ between (Buyer) John Carl Jonas _____. specify marital/legal status: Single. Address 527 20th St, Jackson, MI 49203 and Seller City of Jackson _____.

2. **FOR** the purchase of the property commonly known as 246 Douglas Street, Jackson, MI 49203 City Jackson Zip 49203 or described as 4-1422.1000 located in the City of Jackson, County of Jackson, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions: _____.

3. **PURCHASE PRICE** TWENTY FIVE THOUSAND DOLLARS **Dollars $** 25,000.00.

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows: As listed in MLS 202101830
_____
_____ ☑ Per MLS #202101830 Dated 06/15/2021

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

☐ **NEW MORTGAGE**: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a _____type mortgage for no less than _____years, with a minimum down payment of ____% of the purchase price at no more than _____% interest per annum. Buyer will supply to Seller a pre-qualification letter within ____ calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within ____days of the date of this acceptance.

☐ **LAND CONTRACT**: $_____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $_____ or more. Interest at _____ % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms _____

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☑ NONE
☐ SALE OF ☐ CLOSE OF: _____
ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $1000.00 in the form of Money Order as earnest money to be held by American Title Company as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

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8. **FORM** of Conveyance:
   A. Seller shall convey and transfer, by ☑ *Quit Claim* or ☐ Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
   B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make _____ (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 07/26/2021

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of $_____for final reading with ☐ Listing Broker ☐ Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.
☐ Seller will escrow the sum of $_____ for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing
☐ At _____ a.m. ☐ p.m. ☐ on the _____ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller. Exceptions:
_____

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents N/A % of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the Seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on 06/16/2021, the terms of which shall be part of this agreement.

☐ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

☑ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure statement dated 06/14/2021 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

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Property Address 246 Douglas Street, Jackson, MI 49203

15. **HOME WARRANTY**

☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

16. **PROPERTY INSPECTIONS**: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

☐ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS –** CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE**:**

☑ **Connected to community water** ☑ **Connected to community sewer**

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector.

☐ **Buyer waives water/well/septic inspection.**

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:** ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection -** shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established.

☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)

☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

☑ Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

dotloop signature verification: dtlp.us/ILPL-ckBi-YsYE

PURCHASE AGREEMENT

Property Address 246 Douglas Street, Jackson, MI 49203

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE: Buyer JCJ 06/17/21 1:37 PM EDT dotloop verified _____ Seller _____ _____

INITIAL IF YOU DECLINE TO ARBITRATE: Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** _____

24. **FEES:** Buyer agrees to pay closing fees charged by the lender and/or title company and an administration fee of $250.00 for coordination of closing documents and other requirements to Selling Broker at closing. Seller shall pay transfer fees and other cost required to convey title.

25. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

26. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

27. Buyer gives the Seller until **5:00** AM/PM **07/14/2021** for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

John Carl Jonas dotloop verified 06/17/21 1:37 PM EDT NNMC-KTQL-0LUO-RCD8
BUYER

_____ BUYER

John Carl Jonas
Print Buyer's Legal Name

_____
Print Buyer's Legal Name

28. **Seller's Response:** _____ _____ AM/PM

☐ ACCEPT ☐ REJECT ☐ ACCEPT AS FOLLOWS: _____

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

_____ _____
SELLER SELLER MARITAL STATUS

29. **Buyer's Receipt and Acceptance of Changes:** _____ _____ AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

_____ _____
BUYER BUYER

CITY OF JACKSON
Founded 1829

Neighborhood & Economic Operations

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060, (517) 788-4012 • Facsimile: (866) 971-2151

MEMO TO: City Attorney's Office

FROM: Adam East, Senior Planner

DATE: July 9, 2021

SUBJECT: Proposed Urban Farming Ordinance

The City Planning Commission considered a proposed ordinance to permit the keeping of certain animals at residential properties in the city at the April 7th, 2021 regular meeting and the following motion was made:

Commissioner Dobies moved to recommend the ordinance to Council with the following amendments: City Attorney's Office draft an enforcement mechanism to make consistent with the city code, make cohesive all terminology with other code sections, establish the license application process and make consistent with existing Clerk's Office procedures, to allow for City Council to see license fees by resolution, to remove the necessity for a development agreement, to remove language regarding fenced and covered enclosures, and to make fully consistent with the zoning ordinance requirements. The motion was supported by Commissioner Sullivan.

The motion passed 6-0 on a roll call vote
(Sullivan-Y, Troxel-Y, Schlecte-Y, Johnson-Y, Dobies-Y, Wood-Y)

The proposal would permit property owners at residential properties to keep chickens, bees, and pigs in accordance with the stated setback requirements, zoning standards, and additional standards related to each use.

Staff Report Attached

MEMORANDUM

TO: City Councilmembers, City Manager
FROM: Mayor Derek Dobies
DATE: June 3, 2021
SUBJECT: Urban Farming Ordinance

Recommendation: Review and recommend to City Council an Ordinance amending Section 4-1 through 4-11 of Chapter 4 of the Code of Ordinances of the City of Jackson, Michigan to allow for urban farming, and the keeping of certain animals, within the city limits.

For the last few years, then Councilmember Colleen Sullivan and I worked with a number of local environmental advocates in reviewing Chapter 4 of our City Code to explore changes that could be made to allow for the responsible use of chicken coups and apiaries within the city limits.

A number of residents were engaged at a variety of public meetings. Many expressed support for local efforts to source eggs, honey, and other products thereby through changes to our code. Those conversations also acknowledged that a great deal of care should be taken in the development of the language so as not to allow such activities to become a nuisance in a city where people live in close proximity.

The following ordinance is a result of those efforts.

The ordinance includes language added from the previous City Manager to ensure the provisions of this ordinance coincide with other sections of the Code, as well as strengthens some of the stipulations around the responsible operation of these activities within the city limits.

Attached is a black lined version of the proposed ordinance for your review.

Your consideration is greatly appreciated.

ORDINANCE NO. 2020-##

An Ordinance amending Section 4-1 through 4-11 of Chapter 4 of the Code of Ordinances of the City of Jackson, Michigan to allow for urban farming, and the keeping of certain animals, within the city limits.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 4 - ANIMALS

Sec. 4-1. - Purpose.

The purpose of this chapter is to promote the proper control and care of animals by their owners and others, for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Sec. 4-2. - Definitions.

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

Cat means an animal of any age of the species Felis Catus.

City means City of Jackson, Michigan.

County means County of Jackson, State of Michigan.

Hen means a female chicken.

Hive means one colony of bees with only one Queen.

Kennel means any lot or premises permitted in the city's zoning ordinance (Chapter 28) on which more than three (3) dogs or more than three (3) cats, or any combination of dogs and cats totaling more than three (3), are confined either permanently or temporarily. This does not include dogs and cats less than four (4) months old.

Law enforcement officer means a person employed or elected by the people of the City of Jackson, Michigan, to preserve peace, make arrests, and/or to enforce the law including Inspectors.

Livestock means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids and swine, and fur-bearing animals being raised in captivity.

Miniature Pig means Chinese, Asian or Vietnamese pot-bellied pigs.

Owner means a person having a right of property ownership in an animal, who keeps or harbors the animal or has the animal in his or her care or custody, or who permits the animal to remain on or about any premises occupied by the person. An owner does not mean a person who harbors an animal in the course of conducting a boarding, grooming, or training business, or a veterinary hospital, or a person who harbors an animal in violation of Act 309 of the Public Acts of 1939, being § 287.301 et seq. of the Michigan Compiled Laws.

Owner's agent means an individual authorized in writing by the owner or lessee of an animal to intervene on behalf of the owner or lessee to protect the animal, except in cases where the animal is in imminent danger of harm, in which case no written authorization is required.

Owner Occupied means a structure or premise occupied by the owner of said premise.

Tenant means an individual person or group of persons who occupy a structure or premise that has no full ownership in a property they occupy or person or persons that lease but do not occupy said structure or premise.

Person means an adult individual, partnership, corporation, cooperative, association, joint venture, or other legal entity.

Pet means any animal kept for pleasure rather than utility.

Rooster means a male chicken.

Sec. 4-3. - Deer feeding prohibited.

(a) Deer feeding within the City of Jackson is prohibited unless conducted by or with the permission of the City of Jackson Parks and Recreation Department.

(b) As used in this section, *"deer feeding"* means the depositing, distributing, or tending of feed intended for consumption by deer for the purposes of preventing deer from starving or for recreational viewing.

(c) As used in this section, *"feed"* means a substance composed of grain, mineral, salt, fruit, vegetable, hay, or any other food material or combination of these materials that may attract deer.

Sec. 4-4. - Keeping of certain animals restricted.

(a) The keeping of any hogs or swine or cows within the limits of the city is declared to be a nuisance and is prohibited, unless otherwise exempted under Section 4-11.

(b) The keeping of all poisonous reptiles is prohibited. The keeping or sale of all wild or exotic reptiles or animals is prohibited, unless applicable state and/or federal licenses are obtained.

(c) The keeping of any horses, goats, ducks, geese, doves, pigeons, ~~chickens~~ roosters or other livestock or fowl is likewise declared to be a nuisance and is prohibited with the exception of no more than three (3) hen chickens only as provided for below in Section 4-9. No such livestock or fowl shall be permitted at large.

(d) The keeping of more than three (3) dogs, more than three (3) cats, or more than two (2) miniature pigs, or any combination of dogs, cats or miniature pigs totaling more than three (3), is prohibited unless the property is classified as a kennel in a C-4 zoning district as provided in subsection 28-71(3) of this Code. This does not include dogs or cats less than four (4) months old.

(e) *Exceptions allowing hens and bees shall only be permitted in owner occupied structures or premises.*

(f) *The number of hives shall be limited to 1 per 100% owner occupied structure.*

The owner of all private real property shall ~~also~~ comply with this section.

Sec. 4-5. - Cost recovery.

The city may recover all costs of abatement of any public nuisance either by action at law or by specially assessing the costs against the property where the abatement was performed in accordance with Section 15.7 of the City of Jackson Charter or other applicable Charter or Code provision.

Sec. 4-6. - Rules and regulations.

The city manager shall make administrative rules and regulations supplementary to this chapter and not in conflict herewith, as he may from time to time deem necessary. Until changed pursuant to this section, the rules and regulations in effect at the adoption of this Code shall continue in effect. No person shall fail to obey any rule or regulation effective hereunder.

Sec. 4-7. - Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision will not affect the validity of any other section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

Sec. 4-8. - Inconsistent provisions repealed.

Ordinances or parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

Sec. 4-9. - Keeping of backyard hens.

(a) Any person residing in an R-1 or R-2 residentially zoned district property, in an owner occupied single family detached structure on a lot not less than 5,000 square feet, obtaining a permit from the city, may keep not more than three hen chickens in the city for personal use only and not for any business or commercial use. Completed applications for a permit shall be submitted along with a non-refundable $50 fee to the office of Neighborhood and Economic Operations. Applicants must obtain the signed, notarized consent of all property owners within 100 feet and/or that share

a common boundary with the applicant and submit this as part of the application along with a plot plan and any other information required by the department. The department shall issue a permit where the application is in compliance with all requirements, regulations and ordinances of the city.

(b) Approved permit holders shall schedule an inspection within 30 days of permit issuance. Failure to schedule an inspection shall result in an automatic revocation of the permit. Permit holders will be billed an hourly rate and in a manner consistent with the fees charged for any housing inspection performed by the Department of Neighborhood and Economic Operations (NEO). Automatic re-inspections are required on an annual basis.

(c) Permits shall be valid for up to one year, shall be non-transferable, site-specific and shall expire on December 31st of each year. A person who wishes to continue keeping chickens shall obtain a new permit prior to expiration of the previous permit. This shall be considered a renewal and will not require neighboring property permission but all other requirements in place at the time of renewal will apply including a new permit and inspection fee and subsequent inspections.

(d) Notwithstanding this section, private restrictions on the use of property shall remain enforceable. Private restrictions include but are not limited to deed restrictions, neighborhood association by-laws, and covenant deeds.

(e) A person residing in an R-1 or R-2 residential zoned district property, in an owner occupied single family detached structure who obtains a permit and passes inspection shall comply with all of the following requirements:

1. Keep no more than three (3) hen chickens at any time.

2. Roosters or male chickens and any other type of fowl or poultry are prohibited.

3. Slaughtering, butchering, or otherwise killing of any chickens at the property is prohibited.

4. Chickens shall be maintained in a fully enclosed structure and shall be kept in the enclosed structure at all times. An enclosed structure shall be constructed of permanent materials approved by the chief building official, comply with city of Jackson accessory structure regulations in Sec 28-120, and shall be properly maintained in accordance with the Housing code as it applies to Non-Residential Buildings found in Chapter 14. Article 5. Divisions 1 & 2 including architectural standards as per Jackson zoning ordinance. Each enclosure shall be designed with a minimum of 10 square feet of yard space for each chicken, and the enclosed structure shall not cover more than 10% of the rear yard not already occupied by other accessory structures.

5. Chickens shall not be kept in any location on the property other than in the rear yard. For purposes of this section, "rear yard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family structure and extending to the side lot lines but excludes all other accessory structures already in existence in the rear yard.

6. No enclosed structure shall be located within any side or rear yard setback area. An enclosed structure shall not be located closer than ten (10) feet to any adjacent property.

7. All structures and enclosures for the keeping of chickens shall be constructed and maintained so as to prevent rats, mice or other rodents or vermin from being harbored underneath or within the walls of the structure or enclosure.

8. All feed and other items associated with the keeping of chickens likely to attract rats, mice, or other vermin shall be secured and protected in sealed weatherproof containers in an enclosed accessory structure i.e. approved garage or shed.

9. Chickens shall be kept in compliance with the Michigan Department of Agriculture Generally Accepted Agricultural and Management Practices for the Care of Farm Animals, as it relates to laying chickens, as amended, except as otherwise provided in this section.

Sec. 4-10. - Keeping of honey bees.

(a) Any person residing in an R-1 or R-2 residentially zoned district property, in an owner occupied single family detached structure located on a property with an area no less than 10,000 square feet and obtaining a permit from the city, may keep not more than one honey bee hive in the city for personal use only and not for any business or commercial use. Completed applications for a permit shall be submitted along with a non-refundable $50 fee to the office of Neighborhood and Economic Operations. Permit holders will be billed an hourly rate and in a manner consistent with the fees charged for any housing inspection performed by the Department of Neighborhood and Economic Operations (NEO). Automatic re-inspections are required on an annual basis. Applicants must obtain the signed consent of all property owners within 100 feet or that share a common boundary with the applicant and submit this as part of the application. Applicants must also submit proof of having completed a beekeeping course through a beekeeping club, a university extension office or other reputable source. Plot plans and site drawings and any other information required by the department must also be submitted with the application. The department shall issue a permit where the application is in compliance with all requirements, regulations and ordinances of the city listing safety and other architectural provisions to protect neighboring residents and property.

(b) Approved permit holders shall submit within 30 days of permit issuance, proof that their hive has been inspected by a licensed beekeeper with at least three (3) years of beekeeping experience or representative of the State Apiarist and meets sound beekeeping practices and shall not operate until a report of said inspection is filed with the Department of Neighborhood & Economic Operations (NEO). Failure to submit proof of inspection shall result in an automatic revocation of the permit. All permit holders are further required to comply with all requirements described in sub-section (e) of this section and rules promulgated by the city manager as required by this ordinance.

(c) Permits shall be valid for up to one year, shall be non-transferable, site-specific and shall expire on December 31st of each year. A person who wishes to continue keeping bees shall obtain a new permit prior to expiration of the previous permit. This shall be considered a renewal and will not require neighboring property permission but all other requirements in place at the time of renewal will apply including a new permit fee and independent verification of hive inspection.

(d) Notwithstanding this section, private restrictions on the use of property shall remain enforceable. Private restrictions include but are not limited to deed restrictions, neighborhood association by-laws, and covenant deeds.

(e) A person residing in an R-1 or R-2 residentially zoned district property, in an owner occupied single family, 100% PRE, detached structure who obtains a permit and submits proof of an independent inspection shall comply with all of the following requirements:

1. The hives must be at least 25 feet from any edge of a permit holder's property line unless one of the following circumstances applies, in which case the hives must be at least 10 feet from each property line:

    a. The hives are at least eight feet above the adjacent ground.

    b. The hives are less than six feet above the adjacent ground and are behind a flyaway barrier consisting of dense hedges, shrubbery, solid fencing or combination thereof which is at least six feet in height and parallel to any property within 25 feet of the hives and extending at least 20 feet beyond the hive in both directions.

2. All permit holders shall maintain around each hive a flyaway barrier consisting of dense hedges, shrubbery, solid fencing or combination thereof at least six (6) feet but not exceed 6 ft. in height, parallel to the property line and suitable to cause all bees to fly at an elevation of at least 6 feet above ground level over the property lines in the vicinity of the apiary when exiting and entering their hives. This barrier must also extend at least ten (10) feet beyond the colony in each direction and comply with all standards set forth in Section 18 - 125 of City code.

3. All honeybee colonies shall be kept in hives with movable frames, which shall be kept in sound and usable condition. No hive shall be taller than four (4) feet.

4. Each permit holder shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird or domestic pet contact.

5. Each permit holder shall ensure that no bee comb or other materials are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container and placed within a building or other approved accessory bee-proof structure.

6. In any instance in which a colony exhibits unusual aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the permit holder to promptly re-queen the colony with another queen. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.

7. No more than one (1) hive shall be kept on any premise, in the City.

8. All permit holding beekeepers must post a clear sign every 50 ft. along any public frontage, but in no instance beyond the front or side building line as defined in the city of Jackson zoning ordinance, notifying the public that honey bees are kept on the premises. This sign should contain the name of the permit holder and a current phone number to reach them and shall comply with city of Jackson sign regulations. Signs should be no less than 25 ft. from any hive.

(f) Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance provisions, permit conditions, or due to substantiated neighbor complaint(s).

Sec. 4-11. - Keeping of miniature pigs.

(a) Registered purebred miniature Vietnamese, Chinese or Oriental potbellied pigs (Sus scrota vittatus) and other similar registered purebred miniature pigs may be kept within the city limits, subject to the conditions stated in subsections (c) and (d) of this section.

(b) It is unlawful for any person to maintain a registered purebred miniature pig which:

(1) Weighs more than 100 pounds.

(2) Is not spayed or neutered upon reaching maturity.

(3) Has not undergone a blood test to show the animal is free from pseudorabies.

(4) Is maintained as a food source.

(5) Is taller than 18 inches.

(c) It is unlawful for any person to keep or maintain more than two registered purebred miniature pigs at one premises within the city.

Sec. 4-12. Penalty for violation of this Chapter; Notice; Fines; Payment.

(a) Penalties. In addition to any remedy available under Michigan law, the City of Jackson Charter or the Jackson Code of Ordinances, a law enforcement offer may issue a citation containing a fine for any violation of Sections 4-9, 4-10 and 4-11 of this Chapter.

(b) Notice. Prior to the issuance of a citation, notice of a violation of Sections 4-9, 4-10 or 4-11 shall be posted on the front entrance of the structure on the property and provide that the cited violation be corrected in five (5) business days.

(c) Fines. Unless the violation is corrected in five (5) business days of the posting of the notice, a citation shall issue. The fine for violating any provision of this Chapter shall be $50.00. Each day of violation of a provision of this Chapter shall constitute a separate violation.

(d) Revocation of Permit. Any violation of a provision of this Chapter which remains uncorrected for a period of ten (10) business days after the posting of a notice of violation shall result in the revocation of the permit holder's permit for the designated uses set forth in Sections 4-9, 4-10 and 4-11.

(e) Payment. All fines shall be paid in person or by mail at the City of Jackson Clerk's Office located on the first floor of the City Hall located at 161 West Michigan Avenue, Jackson, Michigan.

(f) Authority to void. Both the city manager and the city attorney are hereby authorized to void any and all citations issued under this chapter as deemed necessary.