AGENDA – CITY COUNCIL MEETING

August 17 , 2021
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE – Invocation will be given by Third Ward Councilmember Jeromy Alexander**

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

      1. Public Hearing on Special Assessment Roll No. 4304 for Meterless Parking 2021-2022

      Consider a resolution confirming Roll No. 4304

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

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

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

   A. July 2021 Board of Review Minutes
   B. City of Jackson Financial Statements as of and for the 12 Months Ended June 30, 2021

C. Announcement of Award – Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting

D. Neighborhood Association Ordinance

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of July 13, 2021
Approve the minutes of the regular City Council Meeting of July 13, 2021.

B. Appointment to the Racial Equity Commission
Approve the Mayor's recommendation to appoint Jacqueline Barber to the Racial Equity Commission for a two-year term, beginning immediately and ending December 31, 2022, in concurrence with the Racial Equity Commission recommendation.

C. Appointment to the Martin Luther King Drive Corridor Improvement Authority
Approve the Mayor's recommendation to appoint Philicia Richmond to the Martin Luther King Drive Corridor Improvement Authority for a three-year term, beginning immediately and ending December 31, 2024, in concurrence with the Chief Equity Officer's recommendation.

D. Reappointment to Jackson District Library Board of Trustees
Approve the Mayor's recommendation to reappoint Erik Lyman to the Jackson District Library Board of Trustees for a four-year term, beginning August 24, 2021 and ending on August 23, 2025.

E. Corrective Resolutions for Special Assessment Roll Nos. 3423, 3424, and 3425
Approve the corrective resolutions for Special Assessment Roll Nos. 3423, 3424, and 3425. On July 13, 2021 Council voted to approve each of these special assessment rolls. The totals included in the resolution(s) were a typographical error.

F. Approve the Scheduling of a Public Hearing on September 14, 2021
The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2021 Edward Byrne Memorial Justice Grant (JAG) funding in the amount of $47,998. One of the requirements is that a hearing be held to allow for citizen comment on the proposed use of the grant funds.

G. Approve the Renewal and Reaffirmation of the Memorandum of Understanding Between the City of Jackson and JXN Harm Reductions, Inc.

The original Memorandum of Understanding was approved by City Council on May 14, 2019, for a two-year term.

H. Appointment to the Construction Board of Appeals

Approve the Mayor's recommendation to appoint Matt Hill to the Construction Board of Appeals for a two-year term beginning August 10, 2021 and ending on August 9, 2023.

I. Approve Traffic Control Order 2353 (Homecrest Road at Louis Glick Highway)

Approval of Traffic Control Order 2353 to install "No Parking Any Time" signs with proper arrows on Homecrest Road from 15 feet north of the fire hydrant to the intersection of Homecrest Road at Lewis Glick Highway.

J. Approve Traffic Control Order 2354 (Third Street, Washington Avenue to High Street)

Approval of Traffic Control Order 2354 to remove parking restrictions on Third Street from Washington Avenue to High Street, except for reinforcement near intersections and fire hydrants. This would rescind Traffic Control Orders 1421 and 1516.

K. Special Event Application- Grand River Environmental Action Team Grand River Cleanup

Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 11, 2021 in the Grand River and R.A. Greene Park.

L. Special Event Application- Home of New Vision Recovery Out Loud Walk

Approve a request from the Home of New Vision to host their Recovery Out Loud Walk on September 25, 2021 in the streets/sidewalks of Jackson.

M. Special Event Application- Jackson Young Professionals' Bright Walls Mural Festival

Approve a request from the Jackson Young Professionals' to host the Bright Walls Mural Festival September 16-18, 2021 in downtown Jackson.

N. Approve Application from The Foundry for Outdoor Service During Bright Walls Event, September 16, 2021 through September 18, 2021

Approve the temporary outdoor service permit for The Foundry during the Bright Walls event, September 16-18, 2021 in City of Jackson Parking Lot #9/9A

O. Special Event Application – Quest Southeast Jackson Lion's Club Celebration of Life

Approve a request from the Quest Southeast Jackson Lion's Club to host their Celebration of Life on September 11, 2021 in Horace Blackman Park.

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.

B. Second Reading and Adoption of the Ordinance No. 510
Adopt Ordinance No. 510, an ordinance to establish compensation rates for administrative and supervisory employees of the City of Jackson.

C. Second Reading and Final Adoption of an Ordinance Amending the Zoning Regulations for Self-Service Storage Units
Adopt an ordinance amending the zoning regulations for self-service storage units.

11. NEW BUSINESS.

A. Sale of City Owned Property Located at 333 W. Morrell Street to Ollie L. Wilkie, Jr.
Approve the sale of City owned property located at 333 W. Morrell Street to adjacent property owner Ollie L. Wilkie, Jr. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

B. Authorize City Manager to Sign Memorandum of Understanding
Authorize the City Manager to sign the Memorandum of Understanding with Jackson County to receive FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of $30,600.

C. Waive the Local Emergency Hazard Rehabilitation Loan Limit of $25,000 and Award an Emergency Hazard Rehabilitation Contract in the Amount of $37,980 to Tri County Home Improvements ($22,680) and FEB Enterprises ($15,300) for 948 Chittock Avenue
Waive the local Emergency Hazard Rehabilitation Loan limit of $25,000 and award an emergency hazard contract in the amount of $37,980 to Tri County Home

Improvements in the amount of $22,680 for emergency roof & gutter replacement, and to FEB Enterprises in the amount of $15,300 for the replacement of the boiler system and hot water heater which have outlived their effective use at 948 Chittock Avenue.

D. Approve the Consultant Services Agreement with Guidehouse, Inc

Approve the Consultant Services Agreement with Guidehouse Inc. to assist in accessing and guiding appropriate uses of the American Rescue Plan – Coronavirus Local Fiscal Recovery Funds and authorize the City Manager to execute the appropriate documents.

E. Approve a Contract with the National Network for Safe Communities

Approve entering into a contract with the National Network for Safe Communities (NNSC) to reduce violence.

F. Approve a Demolition Contract to Thomas Trucking in the Total Amount of $59,900 to Demolish 312 N. Martin Luther King Jr. Drive

Award a demolition contract to Thomas Trucking in the total amount of $59,900 to demolish 312 N. Martin Luther King, Jr. Drive.

G. Resolution for Approval of a Contract with the Michigan Department of Transportation (MDOT) for the Installation of Pedestrian Island and Flashing Beacon on E. Michigan Avenue

Approval of a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for installation of a pedestrian island and rectangular rapid flashing beacon on E. Michigan Avenue (Business Loop I-94) from East Avenue to Page Avenue, and authorization for the Mayor and City Clerk to execute the appropriate documents.

H. Approve the Sale of City Owned Property Located at 1107 Third Street for $50,050

Approve the sale of City owned property located at 1107 Third Street to Paul Stark for $50,050. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

I. Approve the Sale of City Owned Property Located at 215 N. Thompson Street for $32,000

Approve the sale of City owned property located at 215 N. Thompson Street to Tala Yatooma for $32,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

J. Approve the Sale of City Owned Property Located at 1200 Sheldon Street for $12,000

Approve the sale of City owned property located at 1200 Sheldon Street to Rodney

Hamilton Investments for $12,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. 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: August 10, 2021

SUBJECT: Public Hearing and Resolution for Special Assessment Roll No. 4304

Recommendation:

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

A. PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 4304 FOR METERLESS PARKING 2021-2022

1. Consider a resolution confirming Roll No. 4304.

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS A CITY COUNCIL.

Attached for your consideration is a resolution confirming Roll No. 4304 for the meterless parking system in the downtown area of the City for 2021-2022.

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

CITY OF JACKSON
Founded 1829

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

July 19, 2021

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

Andrea,

Please place the following special assessment roll on the agenda, setting a public hearing for confirmation on Tuesday, August 10, 2021:

ROLL NUMBER	ROLL PURPOSE	AMOUNT ASSESSED	INSTALLMENTS
4304	Meterless Parking 2021-2022	$85,100.00	1

Sincerely,

Deborah Koehn
Senior Appraiser

Copy: City Manager's Office, Engineering, DDA, Finance, File

Roll for Year 2021
Population: Special Assessment District (4304)
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
4304	1-000600000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	BLAKE BUILDING LLC 180 W MICHIGAN AVE STE 800 JACKSON MI 49201	0.00				0.00	
LAND COM ON N LN OF MICH AVE 102 FT E OF E LN OF JACKSON ST TH N 112 FT TH E 30 FT TH S 112 FT TH W 30 FT TO BEG B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-0007.1000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CASLER HARDWARE INC 125 N JACKSON ST JACKSON MI 49201	0.00				0.00	
0012, 0013.1 N 43.61 FT OF S 1/2 OF LOT 1 AND W 44 FT OF N 27.6 FT OF S 1/2 OF LOT 2 AND E 22 FT OF S 14.6 FT OF N 27.6 OF S 1/2 LOT 2 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-000800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	GOLD LAND REALTY LLC PO BOX 5283 HUNTINGTON BEACH CA 92615	0.00				0.00	
E 22 FT OF N 1/2 OF LOT 2 & N 13 FT OF E 22 FT OF S 1/2 OF LOT 2 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-001000000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	VEACH VENTURES LLC 175 W PEARL ST JACKSON MI 49201	0.00				0.00	
E 30 FT OF N 1/2 OF LOT 1 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-001100000	0.00	0.00		0.00	1,840.00	1,840.00
METERLESS 2021-20	FORNER CO LLC 15200 CORNELL RD CONCORD MI 49237	0.00				0.00	
W 36 FT OF N 1/2 OF LOT 1 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-001400000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	GOLD LAND REALTY LLC PO BOX 5283 HUNTINGTON BEACH CA 92615	0.00				0.00	
W 44 FT OF LOTS 3 & 4 SUBJECT TO R/W OVER S 8 FT OF LOT 4 BLK 1 N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG AKA PEARL STREET CONDOMINIUM							
4304	1-001700000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CARPENTER BENJAMIN & BURNETT HIROE 162 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
E 34 FT OF S 43 FT OF LOT 5 ALSO E 32.5 FT OF N 23 FT OF LOT 5 AND W 17 FT OF E 34 FT OF LOT 6 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							

Roll for Year 2021
Population: Special Assessment District (4304)
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
4304	1-002100000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	SANCTUM HOLDINGS LLC 51076 W HILLS DR PLYMOUTH MI 48170	0.00				0.00	
W 22 FT OF LOT 7 EX N 16.5 FT FOR ALLEY B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-002200000	0.00	0.00		0.00	690.00	690.00
METERLESS 2021-20	HAWLEY BARTHOLOMEW J & KAREN J 152 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
E 22 FT OF W 44 FT OF LOT 7 & E 22 FT OF W 44 FT OF S 32 FT OF LOT 9 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-002400000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CUNNINGHAM TAYLOR PROPERTIES LLC 8029 LAKE CREST DR YPSILANTI MI 48197	0.00				0.00	
E 22 FT OF LOT 7 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-002700000	0.00	0.00		0.00	1,380.00	1,380.00
METERLESS 2021-20	146 W MICHIGAN AVE LLC P O BOX 849 MICHIGAN CENTER MI 49254	0.00				0.00	
W 22 FT OF LOT 8 SUBJECT TO R/W OF N 16.5 FT FOR ALLEY B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-002800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	144 W MICHIGAN AVE LLC P O BOX 849 MICHIGAN CENTER MI 49254	0.00				0.00	
E 22 FT OF W 44 FT OF LOT 8 SUBJECT TO R/W OF N 16.5 FT FOR ALLEY B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-002900000	0.00	0.00		0.00	1,610.00	1,610.00
METERLESS 2021-20	140 W MICHIGAN AVE LLC P O BOX 849 MICHIGAN CENTER MI 49254	0.00				0.00	
E 22 FT OF LOT 8 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-003000000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	GREEN & WHITE PROPERTIES LLC 8571 BOULDER SHORES DR SOUTH LYON MI 48178	0.00				0.00	
E 22 FT OF N 90 FT OF LOT 9 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							

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4304	1-003100000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	ABEL ROBERT L TRUST 140 N MECHANIC ST JACKSON MI 49201	0.00				0.00	
W 22 FT OF E 44 FT OF N 90 FT OF LOT 9 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-003200000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	SCHUPBACH DAVID C 141 W PEARL ST JACKSON MI 49201	0.00				0.00	
E 44 FT OF W 88 FT OF N 90 FT OF LOT 9 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-003300000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	SCHUPBACH BRYAN D 141 W PEARL ST JACKSON MI 49201	0.00				0.00	
E 22 FT OF W 44 FT OF N 90 FT OF LOT 9 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-003400000	0.00	0.00		0.00	690.00	690.00
METERLESS 2021-20	ISLAS NITE LITE LLC 2428 RIDGEWAY RD JACKSON MI 49203	0.00				0.00	
W 22 FT OF N 90 FT OF LOT 9 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-003500000	0.00	0.00		0.00	920.00	920.00
METERLESS 2021-20	GREATER JACKSON 2008 LLC 134 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
W 40 FT OF S 122.5 FT OF LOT 11 & N 2.5 FT OF S 122.5 FT OF W 24 FT OF E 26 FT OF LOT 11 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-003600000	0.00	0.00		0.00	1,840.00	1,840.00
METERLESS 2021-20	128 W MICHIGAN AVE LLC P O BOX 849 MICHIGAN CENTER MI 49254	0.00				0.00	
W 24 FT OF E 26 FT OF S 120 FT OF LOT 11 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-0037.1100	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CURTIS & CURTIS PC P O BOX 766 JACKSON MI 49204	0.00				0.00	

ACT 189 P.A. 1953, AS AMENDED, PROVIDES FOR THE TAXATION OF LESSEES AND USERS OF TAX-EXEMPT PROPERTY. SAID PROPERTY IS LOCATED AT 1500 JACKSON COUNTY TOWER BLDG.

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4304	1-0037.1300	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	COTTONTALES 120 W MICHIGAN AVE # 101 JACKSON MI 49201	0.00				0.00	

ACT 189 P.A. 1953, AS AMENDED, PROVIDES FOR THE TAXATION OF LESSEES AND USERS OF TAX-EXEMPT PROPERTY. SAID PROPERTY IS LOCATED AT 101 JACKSON COUNTY TOWER BLDG.

4304	1-004100000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	MICHIGAN THEATRE OF JACKSON INC 124 N MECHANIC ST JACKSON MI 49201	0.00				0.00	

0046
S 26 FT OF E 60 FT OF LOT 15 ALSO W 72 FT OF LOT 15 & N 7.66 FT OF LOT 13 & N 7.66 FT OF W 6 FT OF LOT 14 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	1-0044.3000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	MINER BUILDING LLC 538 S WOODLAND DR CLARK LAKE MI 49234	0.00				0.00	

0045.3
UNIT 4 OF THE MINER HAEHNLE CONDOMINIUM JACKSON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1 RECORDED IN LIBER 800 PAGES 346 THRU 363

4304	1-004700000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	GENCO ANDREW G 130 N MECHANIC ST JACKSON MI 49201	0.00				0.00	

N 20 FT OF S 46 FT OF E 60 OF LOT 15 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	1-004800000	0.00	0.00		0.00	1,380.00	1,380.00
METERLESS 2021-20	MOLLER MARGARET ANNE 1000 CARLTON BLVD JACKSON MI 49203	0.00				0.00	

S 43 FT OF N 86 FT OF E 60 FT OF LOT 15 B1N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	1-005000000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	JACKSON ANTIQUE MALL 201 N JACKSON ST JACKSON MI 49201	0.00				0.00	

0051, 0052
E 1/2 OF LOT 1 ALSO S 1/2 OF W 1/2 OF LOT 1 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	1-005300000	0.00	0.00		0.00	920.00	920.00
METERLESS 2021-20	BKA HOLDINGS LLC 1201 GREENWOOD AVE JACKSON MI 49203	0.00				0.00	

N 1/2 OF W 1/2 OF LOT 1 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

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4304	1-005400000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	FOX GREGORY H 825 N ELM AVE WHITE CLOUD MI 49349	0.00				0.00	
S 44 FT OF LOT 2 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-005500000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	ROSE CITY PROPERTIES LLC 225 N JACKSON ST JACKSON MI 49201	0.00				0.00	
N 22 FT OF LOT 2 & S 22 FT OF LOT 3 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-005700000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	KRICHBAUM PROPERTIES LLC 1113 GLENDALE AVE ADRIAN MI 49221	0.00				0.00	
N 22 FT OF S 44 FT OF LOT 3 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-005800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	OSBORNE KELLY D & DEBORAH L TRUST 237 N JACKSON ST JACKSON MI 49201	0.00				0.00	
0059 N 22 FT OF LOT 3 AND ALL OF LOT 4 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-006200000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	KLEINSCHMIDT KENT 6096 BROWNS LAKE RD JACKSON MI 49203	0.00				0.00	
0063 E 88 FT OF LOT 6 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-006500000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	KLEINSCHMIDT KENT 6096 BROWNS LAKE RD JACKSON MI 49203	0.00				0.00	
E 20.5 FT OF W 44 FT OF LOT 7 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	1-006800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	TNT KALAMAZOO ENT LLC PO BOX 541 OSHTEMO MI 49077	0.00				0.00	
E 44 FT OF LOT 7 B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							

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4304	1-0069.1000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CHERRY CREEK HOLDINGS LLC 11746 CHERRY POINT JEROME MI 49249	0.00				0.00	

LOT 8 & PART OF LOTS 9 & 10 DESC AS COM AT NW COR OF LOT 9 TH E ALG N LN OF SD LOT 9 52.2 FT TO POB OF THIS DESC TH W ALG N LN OF SD LOT 52.2 FT TO NW COR OF SD LOT TH S TO SW COR OF LOT 10 TH E ALG S LN OF LOT 10 30 FT TH N PARA TO W LN OF LOTS 9 & 10 TO A PT 30 FT E & 57.27 FT S OF NW COR OF LOT 9 TH NELY TO A PT 22.98 FT S & 52.2 FT E OF NW COR OF LOT 9 TH N TO BEG B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	1-007800000	0.00	0.00		0.00	1,380.00	1,380.00
METERLESS 2021-20	FIRST CONGREGATIONAL CHURCH 120 N JACKSON ST JACKSON MI 49201	0.00				0.00	

LOT 1 & E 11 FT OF LOT 2 B1N R1W OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	1-0089.0100	0.00	0.00		0.00	4,600.00	4,600.00
METERLESS 2021-20	JACKSON DOWNTOWN PARTNERS LLC 405 S JACKSON ST JACKSON MI 49201	0.00				0.00	

LOTS 1, 2, 3 & 4 B2N R1W OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG
SPLIT/COMBINED ON 02/03/2018 FROM 1-008900000, 1-008800000, 1-008700000, 1-008600000;

4304	1-0090.2000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	DETROIT ENTREPRENEUR DEVELOPMENT LL 13821 FAWN WOODS CT PLYMOUTH MI 48170	0.00				0.00	

0091 THRU 0102
PART OF LOTS 5 & 8, B2N, R1W OF THE ORIGINAL PLAT OF JACKSONBURG, BEING FURTHER DESCRIBED AS BEGINNING AT A POINT ON THE E LN OF LOT 5, 7 FT S OF THE NE COR OF LOT 5 TH S 00° 12′ 13″ E ALONG E LN OF SAID LOT 5, 84.22 FT, TH S 89° 40′ 55″W 34.02 FT, TH N 00° 19′ 05″ W 20.89 FT, TH S 89° 40′ 55″W 169.04 FT, TH N 00° 19′ 05″ W 63.33 FT, TH N 89° 40′ 55″ E 203.46 FT TO BEGINNING. ALSO ANY PORTION OF VACATED ALLEY BETWEEN LOTS 5 & 8 LYING WITHIN THESE DESCRIBED BOUNDARIES.
SPLIT/COMBINED ON 11/01/2016 FROM 1-009000000
(BOUNDARY ADJUSTMENT BETWEEN 1-0090.1 & 1-0090.20LA FOR 2021 PER LIBER 2094 PAGE 326)

4304	4-000100000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	DEARY WILLIAM L III 757 SE 17TH ST STE 1256 FT LAUDERDALE FL 33316	0.00				0.00	

LAND COM AT INTERS OF E LN OF JACKSON ST WITH S LN OF MICHIGAN AVE TH E 24 FT TH S 122 FT TH W 24 FT TH N 122 FT TO BEG B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

Roll for Year 2021
Population: Special Assessment District (4304)
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
4304	4-000200000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CONSUMERS ENERGY CO ONE ENERGY PLAZA JACKSON MI 49201	0.00				0.00	

0003, 0004
LAND COM ON S LN OF MICHIGAN AVE 24 FT E OF E LN OF JACKSON ST TH S 132 FT TH E 64 FT TH N 132 FT TO S LN OF MICHIGAN AVE TH W 64 FT TO BEG ALSO 1/3 INTEREST IN LAND COM AT NE COR OF LOT 2 TH S ALG E LN OF LOT 2, 24 FT FOR POB OF THIS DESC TH W 44 FT TH N 24 FT TO N LN OF LOT 2 TH W 22 FT TO W LN OF LOT 2 TH S 50 FT ALONG THE W LN OF LOT 2 TH E 33 FT TH N 1 FT TH E 33 FT TO E LN OF LOT 2 TH N 25 FT TO BEG BEING PART OF LOTS 1 & 2 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-000600000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CORTLAND BUILDING INC THE 145 S JACKSON ST JACKSON MI 49201	0.00				0.00	

0007, 0008, 0010
S 82 FT OF LOT 1 & S 82 FT OF LOT 2 BEING PART OF LOTS 1 & 2 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-000900000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	SIMPLIFIED INVESTMENTS LLC 1120 KEYSTONE AVE LANSING MI 48911	0.00				0.00	

N 50 FT OF W 66 FT OF LOT 1 ALSO A PIECE OF LAND ADJ ABOVE DESC LAND ON N & DESC AS COM AT NW COR OF LOT 1 TH N 10 FT TH E 24 FT TH S 10 FT TO N LN OF LOT 1 TH W 24 FT TO BEG ALSO 1/3 INTEREST IN LAND COM AT NE COR OF LOT 2 TH S ALG E LN OF LOT 2 24 FT FOR POB OF THIS DESC TH W 44 FT TH N 24 FT TO N LN OF LOT 2 TH W 22 FT TO W LN OF LOT 2 TH S 50 FT ALONG THE W LN OF LOT 2 TH E 33 FT TH N 1 FT TH E 33 FT TO E LN OF LOT 2 TH N 25 FT TO BEG BEING A PART OF LOTS 1 & 2 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-001400000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	WHITE VENTURES LLC 3515 STONEWALL RD JACKSON MI 49203	0.00				0.00	

E 30 FT OF LOTS 3 & 4 EX N 12 FT B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-001500000	0.00	0.00		0.00	690.00	690.00
METERLESS 2021-20	DEMMAR LLC 1150 NELSON ST GRASS LAKE MI 49240	0.00				0.00	

W 30 FT OF LOTS 5 & 6 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-0017.1000	0.00	0.00		0.00	5,750.00	5,750.00
METERLESS 2021-20	DOWNTOWN DEVELOPMENT LLC 13821 FAWN WOODS CT PLYMOUTH MI 48170	0.00				0.00	

UNIT 1 DARYL'S DOWNTOWN CONDOMINUM PLAT

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Special Population Both Active and Inactive Parcels

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4304	4-001800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	RANDU INC 4056 KINGSTON CT JACKSON MI 49203	0.00				0.00	

0019
W 44 FT OF LOT 7 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-002100000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	A & G LEASING LLC 137 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	

0020
E 22 FT OF LOT 7 & W 24 FT OF LOT 8 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-002200000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	RPM HOLDINGS LLC 113 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	

E 42 FT OF LOT 8 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-002400000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	RPM HOLDINGS LLC 113 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	

E 1/2 OF LOT 9 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-003800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	113 W MICHIGAN LLC 113 W MICHIGAN AVE STE 301 JACKSON MI 49201	0.00				0.00	

0030, 0034, 0035, 0036, 0037, 0039
E 12.25 FT OF N 120 FT OF LOT 12 ALSO W 46.75 FT OF LOT 13 & E 27.58 FT OF N 100 FT OF LOT 13 & W 27.17 FT OF N 100 FT OF LOT 14 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-004000000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	J S INVESTMENT LLC 103 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	

W 17.75 FT OF E 38 FT 10 INCHES OF N 100 FT OF LOT 14 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-004100000	0.00	0.00		0.00	1,610.00	1,610.00
METERLESS 2021-20	PEREZ RACHEL & CARLOS 128 W MASON ST JACKSON MI 49203	0.00				0.00	

E 21 FT 1 INCH OF N 100 FT OF LOT 14 B1S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

Roll for Year 2021
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4304	4-004400000	0.00	0.00		0.00	690.00	690.00
METERLESS 2021-20	FIRST BAPTIST CHURCH 201 S JACKSON ST JACKSON MI 49201	0.00				0.00	
LOTS 1 & 2 B2S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-004500000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	HILLSDALE COUNTY NATIONAL BANK 1 S HOWELL ST HILLSDALE MI 49242	0.00				0.00	
LOTS 3, 4, 5 & S 30 FT OF LOT 6 B2S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-0048.0300	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	JACKSON SCHOOL OF THE ARTS ASSOC 634 N MECHANIC ST JACKSON MI 49202	0.00				0.00	
THE W 1/2 OF LOTS 7 AND THE W 1/2 OF LOT 8 EX THE S 103.3 FT OF SAID LOT 8, ALSO THE E 1/2 OF THE VACATED ALLEY LYING W OF LOTS 7 & 8, EXCEPT THE S 103.3 FT, ALSO THE W 8.25 FT OF THE N 102 FT OF THE VACATED ALLEY LYING W OF LOT 7 B2S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG COMBINED ON 06/11/2019 FROM 4-004600000, 4-0048.0100							
SPLIT ON 02/04/2020 FROM 4-0046.A000							
4304	4-005200000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	MORANO GREGORY T 600 E MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
S 1/2 OF LOT 12 B2S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-0054.A000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	GREYHOUND BUS LINES PO BOX 80615 INDIANAPOLIS IN 30355	0.00				0.00	
ACT 189 P.A. 1953, AS AMENDED, PROVIDES FOR THE TAXATION OF LESSEES AND USERS OF TAX-EXEMPT PROPERTY. SAID PROPERTY IS LOCATED AT 127 W CORTLAND ST.							
4304	4-005600000	0.00	0.00		0.00	1,380.00	1,380.00
METERLESS 2021-20	FADY INC 625 E MICHIGAN AVE STE B LANSING MI 48912	0.00				0.00	
N 38 FT OF S 1/2 OF LOT 11 B2S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-005700000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	RAMPAGE REAL ESTATE INC 541 WILDWOOD AVE #112 JACKSON MI 49201	0.00				0.00	
S 28 FT OF LOT 11 B2S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							

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4304	4-005800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CHESSER GEORGE 521 S LAKESIDE DR MICHIGAN CENTER MI 49254	0.00				0.00	
N 1/2 OF LOT 12 B2S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-005900000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	ST PAUL'S EPISCOPAL CHURCH 309 S JACKSON ST JACKSON MI 49201	0.00				0.00	
LOT 1 & 2 ALSO COM AT INTERS OF E LN OF JACKSON ST WITH S LN OF WASHINGTON AVE TH E 8 RDS TH S 8 RDS TH W 8 RDS TO E LN OF JACKSON ST TH N 8 RDS TO BEG B3S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-006800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	KRAMER REALTY INC 115 W WASHINGTON AVE JACKSON MI 49201	0.00				0.00	
LOT 5 B3S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-006900000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	TRINITY EVANG LUTHERAN CHURCH 122 W WESLEY ST JACKSON MI 49201	0.00				0.00	
LOT 6 B3S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-013500000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	BUTTERFIELD DEVELOPMENT LLC 100 S JACKSON ST JACKSON MI 49201	0.00				0.00	
0136, 0137, 0138 LAND COM ON S LN MICHIGAN AVE AT INTERS OF W LN OF JACKSON ST TH W 132 FT TH S 132 FT TH E 132 FT TO W LN OF JACKSON ST TH N 132 FT TO BEG ALSO LOTS 1 & 2 EX S 2 FT ALSO E 48.1 FT LOTS 3 & 4 EX S 2 FT OF LOT 3 ALSO VACATED ALLEY BETWEEN LOTS 2, 3 & 4 EX S 2 FT ALSO A STRIP OF LAND COM ON S LN MICHIGAN AVE AT INTERS OF W LN JACKSON ST TH S 262 FT TH E 4 FT TH N 262 FT TH W 4 FT TO BEG B1S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-013900000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	JACKSON REAL PROPERTY LLC 255 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
E 50 FT 11 INCHES OF W 83 FT 11 INCHES OF LOTS 3 & 4 B1S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
4304	4-014000000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	COMMONWEALTH ASSOCIATES INC 2700 W ARGYLE ST JACKSON MI 49202	0.00				0.00	
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							
4304	4-014100000	0.00	0.00		0.00	1,380.00	1,380.00
METERLESS 2021-20	JACKSON SYMPHONY BUILDING LLC 215 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
E 1/2 OF LOTS 5 & 6 B1S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-014400000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	JACKSON REAL PROPERTY LLC 255 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
0144.1, 0145, 0146, 0147, 147.1, 0148, 0149 LOTS 7, 8 & 9 B1S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-015200000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	FIRST UNITED METHODIST CHURCH 275 W MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
N 9 FT OF LOT 10 & LOTS 11 & 12 B1S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-015600000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	FOUR SEAS LLC 113 W MICHIGAN AVE STE 301 JACKSON MI 49201	0.00				0.00	
0157.1, 0153.1A W 1/2 OF LOT 15 ALSO BEG AT SW COR OF E 1/2 OF LOT 15 TH E 1.44 FT ALG S LN OF SD LOT TH NLY 132.25 FT TO A PT ON N LN OF SD LOT 1.9 FT E OF NW COR OF E 1/2 OF LOT 15 TH W 1.92 FT ALG N LN OF SD LOT TH S ALG W LN OF E 1/2 OF LOT 15 TO POB ALSO W 1.92 FT OF S 3.2 FT OF LOT 13 B1S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4304	4-015700000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	FOUR SEAS LLC 113 W MICHIGAN AVE STE 301 JACKSON MI 49201	0.00				0.00	
0153.1 E 1/2 OF LOT 15 EX BEG AT SW COR OF E 1/2 OF SD LOT TH E 1.44 FT ALG S LN OF SD LOT TH NLY 132.25 FT TO A PT ON N LN OF SD LOT 1.92 FT E OF NW COR OF E 1/2 OF SD LOT TH W 1.92 FT ALG SD LN TH S ALG C/L OF LOT 15 TO POB ALSO S 3.2 FT OF LOT 13 EX W 1.92 FT B1S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							

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4304	4-016000000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	BEFFEL 208 LLC 5250 BETHEL CHURCH RD SALINE MI 48176	0.00				0.00	

N 27 FT OF S 35.25 FT OF LOT 1 B2S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

4304	4-0163.0100	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	GENCAP JACKSON LIMITED 6938 N SANTA MONICA BLVD FOX POINT WI 53217	0.00				0.00	

0162, 0163, 0164, 0165, 0166, 0167.1, 0168, 0170
LOT 1, EX THE N 27 FT OF THE S 35.25 FT, ALL OF LOTS 2, 3, 4, 5 & 6, AND THE E 68 FT OF LOTS 7 & 8,
B2S, R1W OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG
COMBINED ON 01/31/2021 FROM 4-0163.1000, 4-0161.1000, 4-015900000

4304	5-000100000	0.00	0.00		0.00	920.00	920.00
METERLESS 2021-20	ELAINE & JERRY LIMITED DIVIDEND 35 RESEARCH DR #300 ANN ARBOR MI 48103	0.00				0.00	

W 33 FT OF N 99 FT OF LOT 1 B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG

4304	5-000200000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	105 E MICHIGAN AVE LLC P O BOX 849 MICHIGAN CENTER MI 49254	0.00				0.00	

E 33 FT OF N 99 FT OF LOT 1 B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG

4304	5-000300000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	BUTTERFIELD JAMES C TRUST 111 E MICHIGAN AVE JACKSON MI 49201	0.00				0.00	

W 22 FT OF N 99 FT OF LOT 2 B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACSONBURG

4304	5-000900000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	LUCE RONALD M JR 131 S MECHANIC ST JACKSON MI 49201	0.00				0.00	

LAND COM ON E LN OF MECHANIC ST 44 FT S OF NW COR OF LOT 3 TH E 132 FT TO AN ALLEY TH N 15 FT TH W
66 FT TH N 6 FT 6 INCHES TH W 66 FT TO E LN OF MECHANIC ST TH S TO BEG B1S R2E OF ORIGINAL PLAT OF
VILLAGE OF JACKSONBURG

4304	5-001000000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	RAMPAGE REAL ESTATE INC 541 WILDWOOD AVE #112 JACKSON MI 49201	0.00				0.00	

0011
S 88 FT OF LOT 3 B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG

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4304	5-001400000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	REARDON RICK J 910 N WEST AVE JACKSON MI 49202	0.00				0.00	
W 22.5 FT OF N 120 FT OF LOT 5 B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-001500000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	ABEL ROBERT L 140 N MECHANIC ST JACKSON MI 49201	0.00				0.00	
E 22.5 FT OF W 45 FT OF N 120 FT OF LOT 5 B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-001600000	0.00	0.00		0.00	2,300.00	2,300.00
METERLESS 2021-20	135 E MICHIGAN AVE LLC PO BOX 849 MICHIGAN CENTER MI 49254	0.00				0.00	
E 21 FT OF N 120 FT OF LOT 5 & W 9 INCHES OF N 120 FT OF LOT 6 B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-001700000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	MICHIGAN CENTER ASSEMBLY OF GOD 141 E MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
E 65.25 FT OF N 126 FT LOT 6 B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-0018.1000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	LIANG YIZHUO 8315 S JACKSON RD CLARKLAKE MI 49234	0.00				0.00	
THAT PART OF LOT 9 DESC AS BEG AT A PT ON W LN OF LOT 9 50.1 FT N OF SW COR OF LOT 9 TH E 23 FT TH N 4.5 FT TH E 34.35 FT TH S 0.85 FT M/L TH E 23.45 FT TH N 12.65 FT TH E TO A PT ON E LN OF LOT 9 WHICH IS 67.40 FT N OF SE COR OF LOT 9 TH S 67.40 FT TO SE COR OF LOT 9 TH W 119.30 FT M/L TO SW COR OF LOT 9 TH N 50.1 FT ALG W LN OF LOT 9 TO POB B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-001800000	0.00	0.00		0.00	5,980.00	5,980.00
METERLESS 2021-20	OTSEGO APARTMENTS 4275 FIVE OAKS DR LANSING MI 48911	0.00				0.00	
LOTS 7 & 8 & THAT PART OF LOT 9 DESC AS BEG AT A PT ON W LN OF SD LOT 9 50.1 FT N OF SW COR OF LOT 9 TH E 23.0 FT TH N 4.5 FT TH E 34.35 FT TH S 0.85 FT M/L TH E 23.45 FT TH N 12.65 FT TH E TO A PT ON E LN OF LOT 9 WHICH IS 67.40 FT N OF SE COR OF LOT 9 TH N 64.60 FT TO SE COR OF LOT 8 TH W ALG N LN OF LOT 9 TO NW COR OF LOT 9 TH S ALG W LN OF LOT 9 TO POB B1S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-002600000	0.00	0.00		0.00	690.00	690.00
METERLESS 2021-20	SURGENER BRIAN 201 S MECHANIC ST JACKSON MI 49201	0.00				0.00	
N 29.05 FT OF W 61.7 FT OF LOT 1 B2S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							

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4304	5-0027.1000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	POTTER COMMERCIAL PROPERTIES LLC 2990 DOBIE RD MASON MI 48854	0.00				0.00	
W 58.7 FT OF S 36.95 FT OF N 1/2 OF LOT 1 B2S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-002700000	0.00	0.00		0.00	1,380.00	1,380.00
METERLESS 2021-20	JRW MANAGEMENT LLC 31839 PAM CT FRASER MI 48026	0.00				0.00	
N 1/2 OF LOT 1 EX N 29.05 FT OF W 61.7 FT & ALSO EX W 58.7 FT OF S 36.95 FT OF N 1/2 OF LOT 1 B2S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-002800000	0.00	0.00		0.00	1,610.00	1,610.00
METERLESS 2021-20	215 S MECHANIC LLC 3969 E SOUTH ST JACKSON MI 49201	0.00				0.00	
N 44 FT OF S 1/2 OF LOT 1 B2S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-002900000	0.00	0.00		0.00	2,760.00	2,760.00
METERLESS 2021-20	JOE BLAKE PROPERTIES LLC 223 S MECHANIC ST JACKSON MI 49201	0.00				0.00	
S 22 FT OF LOT 1 B2S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-003000000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	JACKSON SYNERGY COMPANY LLC 4200 TRUMBLE RD JACKSON MI 49201	0.00				0.00	
N 1/2 OF LOT 2 B2S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-003100000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	TEAM DANDY INK LLC 241 S MECHANIC ST JACKSON MI 49201	0.00				0.00	
N 22 FT OF S 1/2 OF LOT 2 EX S 8 INCHES B2S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-003200000	0.00	0.00		0.00	2,070.00	2,070.00
METERLESS 2021-20	GROTTO CLUB 102 E WASHINGTON AVE JACKSON MI 49201	0.00				0.00	
S 44 FT 8 INCHES OF LOT 2 B2S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-004000000	0.00	0.00		0.00	2,760.00	2,760.00
METERLESS 2021-20	SC ENTERPRISE GROUP LLC 216 S MARTIN LUTHER KING JR DR JACKSON MI 49201	0.00				0.00	
LOT 100 JACKSON URBAN RENEWAL REPLAT # 5							

Roll for Year 2021
Population: Special Assessment District (4304)
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
4304	5-0041.1000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	FLETCHER ALEXANDER 228 S MARTIN LUTHER KING JR DR JACKSON MI 49201	0.00				0.00	
LOT 99 JACKSON URBAN RENEWAL REPLAT # 5							
4304	5-0041.2000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	GLOBAL PROPERTY INVESTMENTS LLC 40600 E ANN ARBOR RD STE 201 PLYMOUTH MI 48170	0.00				0.00	
5-0041 W 50 FT OF LOT 98 JACKSON URBAN RENEWAL REPLAT #5							
4304	5-005800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	ST MARY STAR OF THE SEA PARISH 120 E WESLEY ST JACKSON MI 49201	0.00				0.00	
LOTS 1 & 2 B3S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-006300000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	SONIC INVESTMENTS LLC 808 W LAKE LANSING RD STE 100 EAST LANSING MI 48823	0.00				0.00	
S 34 FT OF N 1/2 OF LOT 5 EX W 48 FT B3S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-006400000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	SONIC INVESTMENTS LLC 808 W LAKE LANSING RD STE 100 EAST LANSING MI 48823	0.00				0.00	
0062 N 32 FT OF LOT 5 & S 34 FT OF N 66 FT OF W 48 FT OF LOT 5 B3S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG							
4304	5-007500000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	COMMONWEALTH COMMERCE GROUP 209 E WASHINGTON AVE JACKSON MI 49201	0.00				0.00	
LOTS 7 THRU 17 INCL B3S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG 0069 THRU 0074, 0076 THRU 0078, 0078.1, 0079, 0080, 0080.1, 0081 THRU 0083							

Roll for Year 2021
Population: Special Assessment District (4304)
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
4304	5-025800000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	CONSUMERS ENERGY CO ONE ENERGY PLAZA JACKSON MI 49201	0.00				0.00	

0019, 0020.1, 0050, 0055, 0056, 0259 THRU 0268, 0295, 0296, 0298, 0299
COM AT NW COR OF SEC 2 T3S R1W, CITY OF JACKSON, TH N 89 DEG 38' 07" E ALG N LN OF SD SEC 13.19 FT TO SW COR OF SEC 35 T2S R1W TH S 89 DEG 54' 24" E CONT ALG SD N LN 716.28 FT TH S 00 DEG 28' 08" E 159.74 FT TO N LN OF LIBERTY ST (NOW CLOSED) AND POB OF THIS DESC; TH CONT S 00 DEG 28' 08" E 130.94 FT TH S 27 DEG 23' 05" E 4.05 FT TH S 00 DEG 19' 48" E 301.48 FT TO N LN OF WASHINGTON AVE TH S 74 DEG 49' 24" W ALG N LN OF WASHINGTON AVE 164.28 FT TH S 89 DEG 28' 13" W CONT ALG SD N LN 160.87 FT TH N 00 DEG 19' 48" W 170.54 FT TH S 89 DEG 28' 13" W 155.66 FT TH S 00 DEG 19' 48" E 170.54 FT TO LAST SD N LN TH S 89 DEG 28' 13" W ALG SD N LN 47.07 FT TH N 01 DEG 09' 38" W 277.82 FT TH S 89 DEG 19' 09" W 197.98 FT TO E LN OF N MARTIN LUTHER KING JR DR TH N 01 DEG 21' 19" W ALG SD E LN 19.92 FT TH N 01 DEG 00' 29" W CONT ALG SD E LN 211.32 FT TH ALG A CURVE TO THE RIGHT CONT ALG SD E LN 122.09 FT SD CURVE HAVING A RADIUS OF 197.50 FT, DELTA ANGLE OF 35 DEG 25' 10" AND A CHORD OF 120.16 FT BEARING N 16 DEG 42' 05" E TH N 84 DEG 18' 58" E 103.25 FT TH S 64 DEG 03' 09" E 128.68 FT TO E LN OF COOPER ST (NOW CLOSED) TH S 06 DEG 36' 56" W ALG SD E LN 23.25 FT TO N LN OF LIBERTY ST (NOW CLOSED) TH S 81 DEG 35' 54" E ALG SD N LN 480.10 FT TO POB. CONTAINING 7.161 ACRES, M/L. NW 1/4 SEC 2 T3S R1W.

4304	7-0001.1100	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	W A FOOTE MEMORIAL HOSPITAL 1 JACKSON SQUARE STE 107 JACKSON MI 49201	0.00				0.00	

BEG AT THE SW CORNER OF LOT 79, JACKSON URBAN RENEWAL REPLAT NO. 5, AS RECORDED IN LIBER 29 OF PLAT, PAGES 16-19, JACKSON COUNTY RECORDS; TH N 00° 37' 40" E, ALONG THE W LINE OF SAID LOT 79, 113.58 FT TO THE NW CORNER OF SAID LOT 79; TH THE FOLLOWING NINE COURSES ALONG THE N BOUNDARY OF SAID LOT 79: 1) S 89° 26' 30" E 75.00 FT, 2) N 00° 33' 30" E 12.00 FT, 3) S 89° 26' 30" E 20.00 FT, 4) S 00° 33' 30" W 12.00 FT, 5) S 89° 26' 30" E 9.00 FT, 6) N 00° 33' 30" E 12.00 FT, 7) S 89° 26' 30" E 9.96 FT, 8) N 00° 33' 30" E 28.04 FT, 9) AND S 89° 26' 30" E 20.62 FT; TH S 01° 01' 13" W 38.79 FT; TH S 89° 45' 30" E 29.45 FT; TH S 00° 24' 01" W 36.31 FT; TH S 44° 36' 52" E 20.48 FT; TH S 45° 53' 09" W 2.92 FT TO A POINT ON THE W LINE OF LOT 83; TH N 00° 33' 30" E, ALONG SAID W LINE OF LOT 83, 1.03 FT TO THE EASTERLY CORNER OF LOT 79; TH S 45° 26' 57" W, ALONG THE SOUTHERLY LINE OF SAID LOT 79, 89.38 FT; TH N 89° 26' 30" W, ALONG THE S LINE OF SAID LOT 79, 113.31 FT TO THE POB
SPLIT/COMBINED ON 08/31/2015 FROM 7-0001.1000, AND PARTS OF 7-0001.1A00, 7-0001.2000;

4304	7-000100000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	W A FOOTE MEMORIAL HOSPITAL 1 JACKSON SQUARE STE 107 JACKSON MI 49201	0.00				0.00	

LOT 78 JACKSON URBAN RENEWAL PLAT NO 5

4304	7-000200000	0.00	0.00		0.00	460.00	460.00
METERLESS 2021-20	HUNTINGTON NATIONAL BANK PO BOX 182334 COLUMBUS OH 43218	0.00				0.00	

LOT 82 JACKSON URBAN RENEWAL PLAT NO 5

Total Parcels: 104	0.00	0.00		0.00	85,100.00	85,100.00
	0.00				0.00	

RESOLUTION

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning the operation of a meterless parking system for the downtown area, which assessments were by him placed on Assessment Roll No. 4304 in the amount of $85,100.00; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the City Hall Council Chambers at 161 W. Michigan Avenue, Jackson, Michigan, on Tuesday, the 10th day of August, 2021, at 6:30 p.m. to hear any and all objections and suggestions by interested parties concerning such special assessments; and

WHEREAS, the matter of said review having come on to be heard, and the City Assessor and the City Council 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 every special assessment as contained in said roll is hereby confirmed and made a valid lien against the property and a valid claim against the owner thereof, and the City Clerk is hereby directed to make certifications of this determination and attach same to said roll, and to then turn said roll over to the City Treasurer for collection.

BE IT FURTHER RESOLVED that each and every special assessment as contained in said roll is hereby divided into two (2) equal installments without interest, the first of which is due and payable 30 days after billing, and the second of which shall be due and payable 60 days following confirmation.

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* * * * *

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 10th day of August, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, this 11th day of August, 2021.

_____
Andrea Muray, City Clerk

CITY OF JACKSON MINUTES OF THE JULY *2021* BOARD OF REVIEW

All members having previously received the oath of office, the July Board of Review met and was called to order on *July 20, 2021* at *9:33 AM*. Copies of the meeting are attached hereto and made a part hereof by reference.

Board of Review Members: David Taylor, Chairman
Thomas Schindler, Vice-Chairman
_____, Member (vacant)

Meeting called to order: on *July 20, 2021* at *9:33 AM* by David Taylor.

Motion to commence the 2021 July Board of Review, made by David Taylor , supported by Thomas Schindler . Motion carried.

Roll Call made by Jason Yoakam, Secretary of the Board of Review. Present: David Taylor and Thomas Schindler. Absent: None.

Public Comments: None.

New Business:

A) Review and approve the attached petitions and parcel list presented for consideration.

Motion by Thomas Schindler, supported by David Taylor to approve the decisions as indicated for each appeal attached hereto. Motion carried.

Adjournment:

There being no further business a motion to adjourn was made by David Taylor , supported by Thomas Schindler . Motion carried, the board adjourned at 10:15 AM

David Taylor
Chairman

Jason Yoakam
Secretary of the Board of Review

Thomas Schindler
Vice-Chairman

_____
Member (vacant)

CITY OF JACKSON

JBOR 2021 BOARD OF REVIEW

Petition #	Parcel #	Property Address and Owner Name	Class	Reason for Petition / Decision	Year	Change	PRE%	Assessed Value	Taxable Value	Authority
001										
	7-087000000	206 EDGEWOOD ST CHRISTOPHER BURKE	401	DISABLED VETERANS EXEMPTION GRANTED	2021	Original Revised	100% No Change	51,050 0	35,432 0	MCL 211.7b
002										
	2-211400000	603 W MONROE ST JACQUELINE STILTNER	401	POVERTY EXEMPTION GRANTED	2021	Original Revised	100% No Change	44,000 No Change	22,267 0	MCL 211.53b (3) MCL 211.7u
003										
	2-220000000	515 ST CLAIR AVE DEBRA OHM	401	POVERTY EXEMPTION GRANTED	2021	Original Revised	100% No Change	31,200 No Change	22,101 0	MCL 211.53b (3) MCL 211.7u
004										
	3-206700000	615 W MONROE ST DEBORAH ADKINS	401	POVERTY EXEMPTION GRANTED	2021	Original Revised	100% No Change	34,750 No Change	23,639 0	MCL 211.53b (3) MCL 211.7u
005										
	3-146000000	900/902 GETTYSBURG AVE MARY DAY	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 50%	38,900 No Change	36,129 No Change	MCL 211.53b (3)(6) MCL 211.7cc
006										
	3-2622.1000	1515 S WEST AVE ALLISON HUGHES	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 65%	20,050 No Change	20,050 No Change	MCL 211.53b (3)(6) MCL 211.7cc
007										
	2-095100000	506 OAKHILL AVE SHARON SHORTZ	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	40,550 No Change	31,877 No Change	MCL 211.53b (3)(6) MCL 211.7cc
008										
	3-188300000	1226 LOESER AVE CHRISTOPHER STEVENS	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	33,450 No Change	33,450 No Change	MCL 211.53b (3)(6) MCL 211.7cc
009										
	3-260100000	750 DOUGLAS ST KENNETH HOLDER JR	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	31,850 No Change	31,850 No Change	MCL 211.53b (3)(6) MCL 211.7cc
010										
	3-3252.1B00	309 SULGRAVE AVE ZACHARY TAIT & SHELBY VAN NUYS	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	49,300 No Change	49,300 No Change	MCL 211.53b (3)(6) MCL 211.7cc
011										
	5-172900000	148 E PROSPECT ST NIKKILAS MOORE	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	11,300 No Change	9,593 No Change	MCL 211.53b (3)(6) MCL 211.7cc
012										
	6-09200000	209 S DWIGHT ST AMY HILAND & ALBERTO FULLINGTON	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	26,050 No Change	26,050 No Change	MCL 211.53b (3)(6) MCL 211.7cc
013										
	7-024900000	412 N VAN DORN ST EBONY OWENS	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	17,400 No Change	17,400 No Change	MCL 211.53b (3)(6) MCL 211.7cc
014										
	8-167700000	612 E NORTH ST CARLETTA HALSEY	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	22,900 No Change	22,900 No Change	MCL 211.53b (3)(6) MCL 211.7cc
015										
	8-183300000	1323 N WATERLOO AVE MICHAEL THOMPSON	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original Revised	0% 100%	38,600 No Change	38,600 No Change	MCL 211.53b (3)(6) MCL 211.7cc

CITY OF JACKSON

JBOR 2021 BOARD OF REVIEW

Petition #	Parcel #	Property Address and Owner Name	Class	Reason for Petition / Decision	Year	Change	PRE%	Assessed Value	Taxable Value	Authority
016										
	2-2143.1000	643 W MONROE ST ELIZABETH REYNOLDS	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2021	Original	0%	28,050	18,768	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
017										
	1-049700000	924 SPRING ST STEVEN A VALDEZ	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2021	Original	0%	24,950	22,308	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
018										
	8-005700000	219 N DWIGHT ST TERRI HINTON	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2021	Original	80%	35,250	28,725	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
019										
	2-161400000	818 CENTER ST NICHOLAS TREPKA	401	PRINCIPAL RESIDENCE EXEMPTION GRANTED	2019	Original	0%	23,350	16,667	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2020	Original	0%	25,000	25,000	
						Revised	100%	No Change	No Change	
020										
	3-314300000	1414 S WEST AVE KELSEY PETERS	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original	0%	39,700	39,700	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2021	Original	0%	43,250	40,255	
						Revised	100%	No Change	No Change	
021										
	8-2019.2000	111 E MONROE ST DENNIS HORRISON	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original	0%	34,550	34,550	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2021	Original	0%	32,200	32,200	
						Revised	100%	No Change	No Change	
022										
	1-077600000	1305 LANSING AVE NICOLE CASE	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original	0%	30,900	30,900	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2021	Original	0%	30,850	30,850	
						Revised	100%	No Change	No Change	
023										
	7-069300000	615 HARRIS ST AUSTIN SCHEINDER		PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original	0%	23,800	23,800	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2021	Original	0%	25,150	24,133	
						Revised	100%	No Change	No Change	
024										
	2-0123.4800	DANA RAINEY	407	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2020	Original	0%	18,300	18,300	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2021	Original	0%	19,900	18,556	
						Revised	100%	No Change	No Change	
025										
	5-1605.1000	352 E ROBINSON ST LUCINDA EBY	401	PRINCIPAL RESIDENCE EXEMPTION GRANTED	2018	Original	0%	6,800	6,793	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2019	Original	0%	6,000	6,000	
						Revised	100%	No Change	No Change	
					2020	Original	0%	5,900	5,900	
						Revised	100%	No Change	No Change	

CITY OF JACKSON

JBOR 2021 BOARD OF REVIEW

Petition #	Parcel #	Property Address and Owner Name	Class	Reason for Petition / Decision	Year	Change	PRE%	Assessed Value	Taxable Value	Authority
026										
	3-271300000	766 BLOOMFIELD BLVD BARRY STRECKLER	401	PRINCIPAL RESIDENCE EXEMPTION GRANTED	2018	Original	0%	6,800	6,793	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2019	Original	0%	6,000	6,000	
						Revised	100%	No Change	No Change	
					2020	Original	0%	5,900	5,900	
						Revised	100%	No Change	No Change	
027										
	2-125600000	904 BACKUS ST MEGHAN & ZANE WAGGONER	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2019	Original	0%	34,300	31,634	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2020	Original	0%	36,150	32,235	
						Revised	100%	No Change	No Change	
					2021	Original	0%	34,600	32,686	
						Revised	100%	No Change	No Change	
028										
	5-081600000	1035 CYPRESS DR THELMA A SHELL	401	PRINCIPAL RESIDENCE EXEMPTION GRANTED	2018	Original	0%	150	150	MCL 211.53b (3)(6)
						Revised	100%	No Change	No Change	MCL 211.7cc
					2019	Original	0%	100	100	
						Revised	100%	No Change	No Change	
					2020	Original	0%	250	101	
						Revised	100%	No Change	No Change	
					2021	Original	0%	300	102	
						Revised	100%	No Change	No Change	
029										
	1-064500000	1311 NORTH STAR ST PAMELA BROWN	401	PRINCIPAL RESIDENCE EXEMPTION GRANTED. CLERICAL ERROR, REMOVED PRE WHEN DEED IN FULFILLMENT OF LAND CONTRACT WAS PROCESSED	2021	Original	0%	27,300	16,634	MCL 211.53b(8)(a)
						Revised	100%	No Change	No Change	MCL 211.53b (3)(6)
										MCL 211.7cc
030										
	3-325800000	1019 SUNBURST AVE JOHNNY PEREZ	401	PRINCIPAL RESIDENCE EXEMPTION GRANTED. CLERICAL ERROR REMOVED PRE WHEN TENANT IN COMMON ADDED ON 10/30/2015	2018	Original	0%	52,850	43,437	MCL 211.53b(8)(a)
						Revised	100%	No Change	No Change	MCL 211.53b (3)(6)
					2019	Original	0%	52,250	44,479	MCL 211.7cc
						Revised	100%	No Change	No Change	
					2020	Original	0%	46,300	45,324	
						Revised	100%	No Change	No Change	
					2021	Original	0%	47,200	45,958	
						Revised	100%	No Change	No Change	
031										
	7-070200000	626 HARRIS ST TANESHIA TANNER	401	CLERICAL ERROR, PRE WAS NEVER APPLIED IN 2014	2018	Original	0%	32,000	32,000	MCL 211.53b(8)(a)
						Revised	100%	No Change	No Change	MCL 211.53b (3)(6)
					2019	Original	0%	34,000	32,972	MCL 211.7cc
						Revised	100%	No Change	No Change	
					2020	Original	0%	29,900	29,900	
						Revised	100%	No Change	No Change	

CITY OF JACKSON

JBOR 2021 BOARD OF REVIEW

Petition #	Parcel #	Property Address and Owner Name	Class	Reason for Petition / Decision	Year	Change	PRE%	Assessed Value	Taxable Value	Authority
032										
	P-283000000	PERSONAL PROPERTY COMCAST OF MICHIGAN	251	CLERICAL ERROR, ESTIMATE NOT REMOVED AFTER TIMELY FILED STATEMENT	2021	Original Revised	100% No Change	134,700 60,400	134,700 60,400	MCL 211.53b(8)(a)
033										
	P-290750000	PERSONAL PROPERTY JAMES RAYMOND & ASSOC INC	251	CLERICAL ERROR, MBOR NOT ENTERED CORRECTLY	2021	Original Revised	100% No Change	1,000 500	1,000 500	MCL 211.53b(8)(a)
034										
	P-292550000	PERSONAL PROPERTY BUTTERFIELD INVESTMENTS LLC	251	CLERICAL ERROR, ASSESSOR AWARE NO LONGER IN BUSINESS, ESTIMATE NOT REMOVED	2021	Original Revised	100% No Change	1,000 0	1,000 0	MCL 211.53b(8)(a)
035										
	P-302370000	PERSONAL PROPERTY LOCKHEED MARTIN	251	TAXPAYER SUBMITTED AMENDED STATEMENT	2021	Original Revised	100% No Change	469,300 0	469,300 0	MCL 211.53b(8)(g)
036										
	3-062800000	119 S BOWEN ST JUSTIN FRY	401	UNCAPPING REVERSAL, CLERICAL ERROR, FAMILY TRANSFER	2021	Original Revised	100% No Change	71,700 No Change	71,700 48,883	MCL 211.53b (10)(c) MCL 211.27a (4) MCL 211.53b(8)(a)
037										
	2-011700000	724 W MICHIGAN AVE MEGLER-SILL BUILDINGS LLC	201	UNCAPPING REVERSAL, CLERICAL ERROR, COMMON CONTROL	2019	Original Revised	0% No Change	195,050 No Change	195,050 134,051	MCL 211.53b (10)(c) MCL 211.27a (4) MCL 211.53b(8)(a)
					2020	Original Revised	0% No Change	215,300 No Change	198,755 136,597	
					2021	Original Revised	0% No Change	233,300 No Change	201,537 138,509	
038										
	3-0249.1400	715 W MICHIGAN AVE APT302 MORGAN FREY	407	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2021	Original Revised	0% 100%	9,750 No Change	6,029 No Change	MCL 211.53b (3)(6) MCL 211.7cc
039										
	3-108000000	707 S GRINNELL ST RICHARD DRONGOWSKI	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2021	Original Revised	0% 100%	41,700 No Change	41,700 No Change	MCL 211.53b (3)(6) MCL 211.7cc
040										
	2-125200000	910 BACKUS ST CAMERON HOLMES	401	PRINCIPLE RESIDENCE EXEMPTION GRANTED	2021	Original Revised	0% 100%	31,300 No Change	31,300 No Change	MCL 211.53b (3)(6) MCL 211.7cc

JACKSON
Founded 1829

City of Jackson, Michigan
Financial Statements

As of and For the 12 Months Ended June 30, 2021

Preliminary/Unaudited

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City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 12 Months Ended June 30, 2021
(Prepared on the Adopted Budget-Basis)
Preliminary/Unaudited

Function	Department	2020/21 Budget Original	2020/21 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
General Government :							
101-101	City Council	108,860	108,060	6,844	97,924	90.62%	10,136
101-103	Charter Review Committee	2,500	2,500	0	675	27.00%	1,825
101-172	City Manager	599,641	452,530	29,311	455,458	100.65%	(2,928)
101-191	Finance	458,828	469,621	51,824	465,124	99.04%	4,497
101-215	City Clerk	299,556	306,332	31,753	298,700	97.51%	7,632
101-228	Management Info. Services	323,775	390,174	23,838	332,138	85.13%	58,036
101-233	Purchasing	124,686	121,928	15,037	115,902	95.06%	6,026
101-253	City Treasurer	393,767	365,170	38,324	355,976	97.48%	9,194
101-254	City Income Tax	202,557	190,390	21,519	165,600	86.98%	24,790
101-257	City Assessor	360,959	422,825	45,727	407,137	96.29%	15,688
101-262	City Clerk-Elections	130,312	148,175	20,474	141,268	95.34%	6,907
101-265	City Hall & Grounds	352,714	351,819	47,188	311,181	88.45%	40,638
101-266	City Attorney	632,522	623,514	68,341	584,887	93.80%	38,627
101-270	Personnel	328,950	232,566	20,546	199,053	85.59%	33,513
101-278	Unallocated	852,618	778,846	48,713	648,922	83.32%	129,924
		5,172,245	**4,964,450**	**469,439**	**4,579,945**	**92.25%**	**384,505**
Judicial:							
101-299	Admin. Hearings Bureau	415,945	169,115	13,775	85,365	50.48%	83,750
		415,945	**169,115**	**13,775**	**85,365**	**50.48%**	**83,750**
Public Safety:							
101-301	Police	10,498,221	10,038,446	1,411,384	9,876,816	98.39%	161,630
101-311	OHSP Grant - Seatbelts	15,000	15,000	0	10,564	70.43%	4,436
101-320	Consortium Training	30,000	27,020	0	27,020	100.00%	0
101-321	In Service Training	7,000	7,000	2,504	5,456	77.94%	1,544
101-340	Fire Suppression	4,587,065	4,816,777	369,721	4,743,465	98.48%	73,312
101-350	Public Safety - Unallocated	2,242,591	1,972,151	174,121	2,051,336	104.02%	(79,185)
		17,379,877	**16,876,394**	**1,957,730**	**16,714,657**	**99.04%**	**161,737**
Public Works :							
101-442	Forestry	474,392	541,019	25,264	360,248	66.59%	180,771
101-444	Sidewalk Construction	37,704	41,564	4,292	20,076	48.30%	21,488
101-445	Drains at Large	76,686	81,731	0	58,131	71.12%	23,600
101-450	Street Lighting	571,111	574,876	62,014	538,618	93.69%	36,258
101-455	Weed Control	99,940	98,969	31,851	81,986	82.84%	16,983
101-465	Grounds Maintenance	401,199	452,117	53,292	389,754	86.21%	62,363
101-567	Cemeteries	305,875	303,850	38,448	299,097	98.44%	4,753
101-571	Tax Property Maintenance	224,045	229,118	53,302	212,162	92.60%	16,956
101-572	Civic Affairs	73,986	92,717	16,149	59,822	64.52%	32,895
		2,264,938	**2,415,961**	**284,612**	**2,019,894**	**83.61%**	**396,067**
Community & Economic Development:							
101-701	Planning	239,423	266,319	23,352	259,249	97.35%	7,070
101-728	Economic Development	115,000	139,500	3,945	126,005	90.33%	13,495
		354,423	**405,819**	**27,297**	**385,254**	**94.93%**	**20,565**

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 12 Months Ended June 30, 2021
(Prepared on the Adopted Budget-Basis)

- Continued -

Function	Department	2020/21 Budget Original	2020/21 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Recreation & Culture :							
101-752	Parks, Rec. & Grnds. Admin.	376,941	347,878	40,258	306,251	88.03%	41,627
101-758	Lt. Nixon Memorial Pool	92,550	25,133	2,370	13,448	53.51%	11,685
101-771	Parks & Facilities Maintenance	655,296	624,604	100,452	584,901	93.64%	39,703
101-803	Historical District	10,737	11,563	1,197	9,729	84.14%	1,834
101-806	Diversity, Equity & Inclusion	0	165,508	19,523	165,927	100.25%	(419)
		1,135,524	**1,174,686**	**163,800**	**1,080,256**	**91.96%**	**94,430**
Contributions to Other Funds:							
101-965	Contributions to Other Funds	**285,547**	**1,187,037**	**1,140,283**	**1,186,996**	**100.00%**	**41**
	Total General Fund Expenditures	**27,008,499**	**27,193,462**	**4,056,936**	**26,052,367**	**95.80%**	**1,141,095**
Funds Consolidated with the General Fund for Financial Reporting Purposes:							
102	**Budget Stabilization**	**36,000**	**36,000**	**0**	**0**	**0.00%**	**36,000**

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 12 Months Ended June 30, 2021
(Prepared on the Adopted Budget-Basis)
- Continued -

Fund Type/Fund Name		2020/21 Budget Original	2020/21 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Permanent Funds :							
151	Cemetery Perpetual Maint.	47,000	45,500	0	0	0.00%	45,500
155	Ella W. Sharp Endowment	24,000	17,000	15,055	15,055	88.56%	1,945
160	Lloyd E. Mount Endowment	7,000	6,100	5,689	5,689	93.26%	411
Special Revenue Funds :							
202	Major Street	11,862,604	9,109,415	1,289,842	8,335,626	91.51%	773,789
203	Local Street	3,988,617	3,544,984	321,779	2,877,995	81.18%	666,989
208	Ella W. Sharp Park Operating	845,765	828,470	142,411	756,005	91.25%	72,465
245	Public Improvement	1,282,941	1,392,702	827,596	1,157,102	83.08%	235,600
246	Cortland St. Redev. Project	98,452	44,327	3,204	36,967	83.40%	7,360
249	Building Department	694,190	744,742	46,766	450,253	60.46%	294,489
251	Housing Code Enforcement	1,284,753	1,134,259	98,532	947,111	83.50%	187,148
252	Building Demolitions	61,750	549,828	65,586	345,635	62.86%	204,193
265	Drug Law Enforcement	17,697	17,858	1,369	17,728	99.27%	130
273	Project Safe Neighborhood	0	45,000	10,209	102	0.23%	44,898
275	Byrne/JAG Grant	0	53,082	0	33,423	62.96%	19,659
278	CESF Program	0	6,890	0	1,528	22.18%	5,362
279	American Rescue Plan Act	0	3,408,278	0	0	0.00%	3,408,278
282	Lead Hazard Control Grant	0	20,990	0	20,990	100.00%	0
296	Recreation Activity	243,867	77,394	6,769	75,558	97.63%	1,836
297	Recreation Millage Program	566,247	528,778	67,685	395,918	74.87%	132,860
Debt Service Funds :							
308	2020 Capital Improvement D/S	220,508	223,627	(344)	223,626	100.00%	1
352	2017 Mich. Trans. Fund D/S	760,448	760,448	0	760,448	100.00%	0
366	2013 City Hall Refunding D/S	800,500	942,208	0	731,675	77.66%	210,533
367	2021 City Hall Refunding D/S	0	4,523,075	(2,000)	4,522,051	99.98%	1,024
385	2016 Capital Improvement D/S	142,186	142,186	0	142,186	100.00%	0
386	2018 Capital Improvement D/S	1,438,000	1,438,000	500	1,438,000	100.00%	0
389	2017 BRA TIF Refunding D/S	420,852	420,852	0	420,852	100.00%	0
391	2021 BRA TIF Refunding D/S	0	4,350,684	(1,600)	4,350,066	99.99%	618
394	2001 DDA TIF D/S	2,460,750	2,460,750	750	2,460,750	100.00%	0
395	2019 DDA TIF Refunding D/S	206,687	207,437	0	207,437	100.00%	0
397	2012 BRA TIF Refunding D/S	787,319	708,084	0	707,884	99.97%	200
Capital Projects Funds :							
401	Capital Projects	2,387	234,039	83,007	202,464	86.51%	31,575
402	Water Equip. and Replacemt.	5,914,118	5,600,342	755,134	4,162,769	74.33%	1,437,573
403	Lead Service Line Replacement	0	103,952	14,384	44,727	43.03%	59,225
404	Sanitary Sewer Maint.	416,641	368,991	24,393	219,074	59.37%	149,917
405	Sanitary Sewer Replacement	1,041,647	925,385	63,802	644,395	69.64%	280,990
406	Wastewater Equip. Replacemt.	1,730,000	2,030,750	148,068	780,341	38.43%	1,250,409
408	2020 Capital Imp. Bonds Const.	0	927,406	1,006	919,012	99.09%	8,394
425	2017 MTF Bonds Construction	1,129,780	776,357	177	776,383	100.00%	(26)
486	2018 Capital Imp. Bonds Const.	988,881	1,195,912	0	1,204,518	100.00%	(8,606)
489	Brownfield Redevelopmt. Auth.	1,377,308	1,398,976	5,142	1,394,786	100.72%	4,190
494	DDA Project	2,669,437	2,669,437	750	2,667,437	99.70%	2,000

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 12 Months Ended June 30, 2021
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2020/21 Budget Original	2020/21 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Enterprise Funds :							
514	Auto Parking System	266,748	257,277	87,710	120,205	46.72%	137,072
518	Parking Assessment	264,500	239,077	98,121	226,341	94.67%	12,736
519	Cooper/Francis Parking Deck	252,816	287,785	268,437	315,658	109.69%	(27,873)
520	Blackstone Parking Deck	11,530,000	0	0	0	N/A	0
590	Sewer	8,671,491	8,804,261	618,704	6,612,542	75.11%	2,191,719
591	Water	14,578,239	12,837,110	1,011,639	10,091,622	78.61%	2,745,488
Internal Service Funds :							
641	Public Works Administration	461,139	394,063	71,170	354,681	90.01%	39,382
642	Engineering Administration	290,476	286,729	1,354	249,562	87.04%	37,167
643	Local Site Remed. Revolving	24,000	0	0	1,409	N/A	(1,409)
661	Motor Pool and Garage	1,362,912	1,274,422	117,405	992,666	77.89%	281,756
663	Equipment Revolving	5,781	5,781	0	5,781	100.00%	0
676	Workers' Compensation	1,066,233	1,133,192	45,723	1,179,628	104.10%	(46,436)
677	Self-Insured Health Care	5,722,400	5,737,841	350,527	5,660,590	98.65%	77,251
Trust & Agency Funds :							
703	County & School Tax Collection	47,000	48,000	2,234	2,234	4.65%	45,766
731	Employees' Retirement System	4,110,000	4,110,000	0	3,674,742	89.41%	435,258
732	Policemen's/Firemen's Pension	749,000	703,480	53,008	697,847	99.20%	5,633
734	Police./Fire. Pension-345	6,700,000	7,425,000	679,344	6,495,333	87.48%	929,667
736	Public Employee Health Care	75,000	30,000	0	22,841	76.14%	7,159
Special Assessment Funds :							
805	2020 Spec. Assessmt. Bds. Const.	0	1,496,000	350	1,496,001	100.00%	(1)
852	2020 Special Assessment D/S	0	10,472	0	10,472	100.00%	0
895	Special Assessment	928,906	674,203	242,793	661,175	98.07%	13,028

City of Jackson
All Funds - Revenue Summary
As of and For the 12 Months Ended June 30, 2021
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name		2020/21 Budget Original	2020/21 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected
General Fund :						
Property Taxes		10,287,285	10,170,123	(116,739)	10,177,243	100.07%
Income Taxes		7,300,000	7,301,000	57,239	9,078,994	124.35%
Licenses & Permits		246,025	233,455	1,389	287,946	123.34%
Federal Grants		18,120	1,172,326	960	1,162,146	99.13%
State Grants		7,700	5,816	0	3,797	65.29%
State Revenue Sharing		4,546,740	4,838,569	818,681	4,173,734	86.26%
Charges For Goods & Services		1,176,030	1,177,371	58,710	1,082,062	91.90%
Fines & Forfeits		578,400	200,300	47,902	338,775	169.13%
Investment Income		187,481	164,792	4,925	66,200	40.17%
Contributions From Other Funds		145,000	3,552,778	5,783	21,978	0.62%
Contributions From Local Units		12,000	12,500	6,040	12,417	99.34%
Miscellaneous		1,523,440	1,493,343	141,430	1,799,217	120.48%
Total General Fund Revenues		26,028,221	30,322,373	1,026,320	28,204,509	93.02%
Funds Consolidated with the General Fund for Financial Reporting Purposes:						
102	**Budget Stabilization**	**36,000**	**36,000**	**7**	**52**	**0.14%**
Permanent Funds :						
151	Cemetery Perpetual Maint.	79,000	78,346	9,585	40,906	52.21%
155	Ella W. Sharp Endowment	24,000	17,000	4,651	4,651	27.36%
160	Lloyd E. Mount Endowment	7,000	6,100	1,362	1,362	22.33%
Special Revenue Funds :						
202	Major Street	9,499,568	8,028,647	840,374	7,352,907	91.58%
203	Local Street	2,202,310	1,845,187	265,327	2,230,924	120.91%
208	Ella W. Sharp Park Operating	848,600	828,200	314,520	880,992	106.37%
245	Public Improvement	1,187,400	1,165,432	422	1,198,150	102.81%
246	Cortland St. Redev. Project	98,640	498,850	34	498,918	100.01%
249	Building Department	503,898	541,898	49,800	564,142	104.10%
251	Housing Code Enforcement	1,337,349	1,166,549	115,370	1,154,647	98.98%
252	Building Demolitions	1,000	151,305	13,602	164,412	108.66%
265	Drug Law Enforcement	18,687	8,380	11	14,367	171.44%
273	Project Safe Neighborhood	0	45,000	10,209	10,209	22.69%
275	Byrne/JAG Grant	0	53,082	21,950	33,423	62.96%
278	CESF Program	0	6,890	1,528	1,528	22.18%
279	American Rescue Plan Act	0	16,017,651	0	0	0.00%
282	Lead Hazard Control Grant	0	20,990	0	20,990	100.00%
296	Recreation Activity	247,070	79,270	12,544	91,853	115.87%
297	Recreation Millage Program	612,374	672,102	308,977	650,677	96.81%
Debt Service Funds :						
308	2020 Capital Improvement D/S	220,508	223,627	181,656	223,626	100.00%
352	2017 Mich. Trans. Fund D/S	760,448	760,448	585,000	760,448	100.00%
366	2013 City Hall Refunding D/S	777,100	827,990	79	825,223	99.67%
367	2021 City Hall Refunding D/S	0	4,592,283	0	4,442,951	96.75%
385	2016 Capital Improvement D/S	142,186	142,186	0	142,186	100.00%
386	2018 Capital Improvement D/S	1,438,000	1,438,000	1,118,750	1,437,500	99.97%

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the 12 Months Ended June 30, 2021
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name		2020/21 Budget Original	2020/21 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected
Debt Service Funds (Continued) :						
389	2017 BRA TIF Refunding D/S	420,852	420,852	0	420,852	100.00%
391	2021 BRA TIF Refunding D/S	0	4,350,684	0	4,350,684	100.00%
394	2001 DDA TIF D/S	2,460,750	2,460,750	750	2,460,750	100.00%
395	2019 DDA TIF Refunding D/S	206,687	206,687	0	206,687	100.00%
397	2012 BRA TIF Refunding D/S	787,319	703,555	0	703,356	99.97%
Capital Projects Funds :						
401	Capital Projects	239,213	216,193	2	70,315	32.52%
402	Water Equip. and Replacemt.	4,753,149	3,913,757	2,852	3,898,900	99.62%
403	Lead Service Line Replacement	0	103,952	0	0	0.00%
404	Sanitary Sewer Maintenance	416,641	368,991	24,393	219,074	59.37%
405	Sanitary Sewer Replacement	1,056,647	765,000	1,272	757,883	99.07%
406	Wastewater Equip. Replacemt.	1,272,300	1,272,300	106,343	1,266,053	99.51%
408	2020 Capital Imp. Bonds Const.	0	4,840	3	4,394	90.79%
425	2017 MTF Bonds Construction	6,000	1,574	0	1,599	101.59%
486	2018 Capital Imp. Bonds Const.	5,000	78,528	0	87,135	110.96%
489	Brownfield Redevelopmt. Auth.	1,369,273	1,388,963	513	1,385,330	99.74%
494	DDA Project	3,115,000	3,185,933	1,488	3,165,351	99.35%
Enterprise Funds :						
514	Auto Parking System	213,042	92,813	92,249	88,978	95.87%
518	Parking Assessment	268,824	219,854	8,431	249,667	113.56%
519	Cooper/Francis Parking Deck	16,050	16,050	611	8,813	54.91%
520	Blackstone Parking Deck	11,530,000	0	0	0	N/A
590	Sewer	7,050,423	7,381,132	760,732	6,550,514	88.75%
591	Water	12,662,775	12,608,912	905,634	11,363,011	90.12%
Internal Service Funds :						
641	Public Works Administration	443,445	387,554	30,969	397,608	102.59%
642	Engineering Administration	311,580	298,309	22,949	289,713	97.12%
643	Local Site Remed. Revolving	65,132	65,745	55	78,318	119.12%
661	Motor Pool and Garage	1,036,546	1,215,839	140,419	1,213,841	99.84%
664	Equipment Revolving	5,781	5,781	0	5,781	100.00%
676	Workers' Compensation	165,000	610,950	506,613	592,085	96.91%
677	Self-Insured Health Care	5,283,150	4,992,500	767,309	4,963,839	99.43%
Trust & Agency Funds :						
703	County & School Tax Collection	47,000	48,000	214	2,234	4.65%
731	Employees' Retirement System	6,258,343	9,638,343	0	11,763,962	122.05%
732	Policemen's/Firemen's Pension	837,841	1,183,341	71,951	1,383,452	116.91%
734	Police./Fire. Pension-345	9,566,061	15,791,061	957,723	18,997,311	120.30%
736	Public Employees Health Care	150,000	850,000	23,622	766,008	90.12%
Special Assessment Funds :						
805	2020 Spec. Assessmt. Bds. Const.	0	1,496,000	0	1,496,001	100.00%
852	2020 Special Assessment D/S	0	10,472	0	10,472	100.00%
897	Special Assessment	928,906	1,882,439	2,126	1,902,279	101.05%

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the 12 Months Ended June 30, 2021
(Prepared on the Adopted Budget-Basis)

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

Note 2: **This is the first preliminary year end financial statement for June 30, 2021. The Finance Department will make year end closing adjustments in the next few months in preparation for the annual audit. The annual audit is expected to be completed in October with the final report available in early December.**

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

8/4/2021

Derek Dobies
Mayor
City of Jackson, Michigan

Dear Mayor Dobies:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended June 30, 2020 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services

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: August 10, 2021

SUBJECT: **Neighborhood Association Recognition Ordinance**

Recommendation:
Table the proposed Neighborhood Association Recognition Ordinance

At a previous City Council meeting, I was asked to review the proposed Neighborhood Association Ordinance and propose amendments/alternatives given the reaction by the community and lack of consensus on City Council. While the Neighborhood Association Recognition Ordinance did a fair job standardizing the way concerned citizens and neighbors interacted with the City of Jackson, I feel a completely fresh approach to the matter would be of greater benefit to the city and its residents if we can widen the scope to beyond notifications of development happening in areas.

The City of Jackson currently has a Neighborhood Watch program driven by the Police Department. There are also existing neighborhood groups operating in certain areas of the city. My goal, given more time on the matter, would be to enhance our existing watch program to include the involvement of other City Departments like Neighborhood and Economic Operations, Department of Public Works, and the Fire Department to name a few. The overall strategy of the enhanced program would be to connect with large groups of concerned citizens to promote citizen driven solutions with the appropriate assistance from the City of Jackson. In my experience, municipally driven efforts come off as overreaching and are often met with distrust. The type of fellowship fostered by a citizen driven initiative with reserved city involvement will go a long way to strengthening our neighborhoods in a far more successful way. Take for example the newly formed group called People for the Parks and Trails. Our residents are looking for ways to address micro issues on their streets and in the neighborhoods. Something overly prescriptive by the city, will do more harm than good. Tactically, the reinvigorated and expanded watch program would place on emphasis on providing residents the tools and techniques to address issues in their neighborhoods or with specific neighbors in a tactful and successful way thereby decreasing the reliance on the City of Jackson to formally deal with issues like a residents tall grass, littering, noise complaints, garbage, and general disputes.

As a city, we will always be ready to respond when the situation dictates, but we must work harder to promote getting to know our neighbors, developing relationships, and finding ways to

respect each other's right to the peaceful enjoyment of our homes and properties. In addition to providing resources like police patrols, coordination of neighborhood events, etc., to neighborhood associations, our staff must be used to teach our residents how to respectfully address concerns directly with their neighbors. We have a host of excellent city employees who have either been formally trained in dispute resolution or have the requisite experience to train and advise residents how to begin the process of making positive changes in their neighborhoods by first communicating with each other. Rather than playing both the peacemaker and enforcement roles, the city would be better served to reserve our resources for when situations amongst our residents cannot be solved by those directly contributing too or exacerbating negative situations.

I understand this is a significant change from the proposed Neighborhood Association Recognition Ordinance. While I see merit in the proposed language, I feel it does not address the mutual pain points for residents and the City of Jackson. I am respectfully requesting the opportunity to pivot from the proposed ordinance to improve and enhance what is currently working, to a certain extent, with expanded opportunities and fresh vigor.

CITY COUNCIL MEETING MINUTES

July 13, 2021

CALL TO ORDER:

The Jackson City Council met in regular session and was called to order at 6:31 p.m. by Mayor Derek J. Dobies.

PLEDGE OF ALLEGIANCE AND INVOCATION:

The Council joined in the Pledge of Allegiance. Invocation was given by 2nd Ward Councilmember Freddie Dancy.

ROLL CALL:

Present: Mayor Derek Dobies, Councilmembers Freddie Dancy, Jeromy Alexander, Laura Dwyer Schlecte, Karen Bunnell, and Will Forgrave.

Absent: Vice Mayor Arlene Robinson.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Assessor Jason Yoakam, City Clerk Andrea Muray, Director of Neighborhood and Economic Operations Shane LaPorte, Director of Public Works Mike Osborn, Director of Police and Fire Services Elmer Hitt, and Assistant City Engineer Troy White.

ADOPTION OF AGENDA:

Motion was made by Mayor Dobies, seconded by Councilmember Alexander to adopt the agenda with the additions of Items 9N- Appointments to the Construction Board of Appeals, 11Z – Recommendation from the Planning Commission for changes to the Zoning Code Section 28-71, and removal of 10A – Responsible Contractor Ordinance (postponing it until August 10 Meeting). Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Alexander to recess a City Council and convene as a Board of Review. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Sharon Shortz-Carnes of 506 Oakhill sent in correspondence in regards to the special assessment.

Resolution Confirming Roll No. 3423

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve the resolution confirming Special Assessment Roll No. 3423. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

No correspondence was sent in regarding Special Assessment Roll No. 3424 and no comments were given during the hearing.

Resolution Confirming Roll No. 3424

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve the resolution confirming Special Assessment Roll No. 3424. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

No correspondence was sent in regarding Special Assessment Roll No. 3425 and no comments were given during the hearing.

Resolution Confirming Roll No. 3425

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve the resolution confirming Special Assessment Roll No. 3425. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Adjourn as a Board of Review and Reconvene as City Council

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to recess as a Board of Review and reconvene as City Council. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

D. 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.

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve a resolution determining the necessity of a continuing meterless parking system, order the City Assessor to prepare Special Assessment Roll No. 4304, and establish August 10, 2021 as the time and place to hold a public hearing confirming the meterless parking system assessment roll. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

No comments were given during the Public Hearing.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

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

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 May 31, 2021 and the Environmental Commission Minutes of May 19, 2021. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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.

N. **Construction Board of Appeals**
Approve the Mayor's recommendation to appoint Travis Cortright, Tracy Saylor, Bill Bullinger, James Johnson, Matt Grimes, and Michael Cox to the Construction Board of Appeals for two year terms ending July 13, 2023.

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the consent calendar. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

NEW BUSINESS:

A. Approve the Sale of City Owned Property Located at 316 N. Martin Luther King Jr. Drive to Rio Holdings, LLC
Recommendation: *Approve the sale of City owned property located at 316 N. Martin Luther King Jr. 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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve the sale of City owned property located at 316 N. Martin Luther King Jr. 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. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

B. 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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve 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. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

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 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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve the contract award 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 authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

D. 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 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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve a resolution to enter into a contract with the Michigan Department of Transportation for street reconstruction on Steward Avenue from the railroad tracks to Ganson Street and authorize the Mayor and City Clerk to execute the appropriate documents. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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.

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to 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. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

F. 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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve the resolution for changes to the Standard Lighting Contract for streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

G. 2021/2022 Nonunion Pay Scale

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve the first reading and advance to a second reading an ordinance regulating nonunion pay scale for City of Jackson employees. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

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

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve a resolution in support for a Brownfield Plan for 241 West Michigan Avenue. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

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

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve a budget amendment resolution for the Police Department's Southern Michigan Criminal Justice Training Consortium for FY 20/21. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

J. 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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve Amendment 1 to the 2020 Water Main Engineering contract with Hubbell, Roth, & Clark, Inc. of Jackson, Michigan at a not-to-exceed cost of $486,350.00 and authorize the City Manager and City Engineer to execute the appropriate documents. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

K. 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 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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve Change Order 1 to the 2021 Morrell and Steward Water Main Replacement Contract with Dunigan Brothers, Inc. in the increased amount of $312,360.34, 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. Vote – Yeas: Mayor Dobies, Councilmembers Alexander, Schlecte, Bunnell, and Forgrave (5). Nays: Councilmember Dancy (1). Motion carried.

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

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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve a 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. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Alexander to approve a 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. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve the engineering and project administration for SCADA software upgrade to be performed by Tetra Tech for $56,515.00. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

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 of these services.*

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve a profession services contract with Fishbeck to perform engineering and project administration for the Storm Pump Building upgrades at the Wastewater Plant at a cost of $108,500.00. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

P. Amendment to the Parking Permit Purchase agreement with Detroit Entrepreneur Development LLC
Recommendation: *Approve an amendment to the parking permit purchase agreement with Detroit Entrepreneur Development LLC.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve the amendment to the parking permit agreement with Detroit Entrepreneur Development LLC. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Q. Consideration of an Application to the National Park Service to place Downtown Jackson on the Register of Historic Places
Recommendation: *Approve an application to the National Park Service to place Downtown Jackson on the Register of Historic Places.*

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve an application to the National Park Service to place Downtown Jackson on the Register of Historic Places. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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
Recommendation: *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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to 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. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve the sale of City owned property located at 745 W. High Street to Jody and Donnie Dominion for $23,000, and authorize the City Manager to sign all sale documents associated with the Property Transfer and make minor modifications as needed. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve the sale of City owned property located at 1224 Greenwood Avenue to Rodney Hamilton Investments for $20,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and make minor modifications as needed. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *Approve the sale of City owned property located at 1200 Sheldon Street to N.I Kole Company for $15,000 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 Councilmember Alexander, seconded by Councilmember Schlecte to approve the sale of City owned property located at 1200 Sheldon Street to N .I. Kole Company for $15,000, and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modification as needed. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Alexander to approve the sale of City owned property located at 301 Bates to Jody and Donnie Dominion for $26,000, and authorize the City Manager to sign all sale documents associated with the Property Transfer and make minor modifications as needed. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve the sale of City owned property located at 728 Fifth Street to Rodney Hamilton Investments for $30,000, and authorize the City Manager to sign all documents associated with the Property Transfer and make minor modifications as needed. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Alexander to approve the sale of City owned property located at 246 Douglas Street to John Jonas for $25,000, and authorize the City Manager to sign all sale documents associated with the Property Transfer and make minor modifications as needed. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Y. Proposed 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 keeping of certain animals, within the city limits.*

Motion was made by Councilmember Forgrave, seconded for discussion by Mayor Dobies to approve the first reading the Urban Farming Ordinance amending Sections 4-1 through 4-11 of Chapter 4 Code of Ordinances of the City of Jackson Michigan to allow for urban farming, and keeping of certain animals within the City limits.

Motion to amend Section 4-10 (a) and 4-10 (e)(7) from 1 hive to 2 hives was made by Mayor Dobies, seconded by Councilmember Forgrave. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, and Forgrave (4). Nays: Councilmembers Schlecte and Bunnell (2). Motion carried.

Motion to postpone to date certain – August 10, 2021, was made by Councilmember Alexander, seconded by Councilmember Bunnell. Vote – Yeas: Councilmembers Alexander, Bunnell, and Forgrave (3). Nays: Mayor Dobies, Councilmembers Dancy and Schlecte (3). Motion failed.

Vote was taken on the main motion as amended. Vote – Yeas: Mayor Dobies and Councilmember Forgrave (2). Nays: Councilmembers Dancy, Alexander, Schlecte, and Bunnell (4). Motion failed.

Z. Ordinance Amendment Section 28-71 Self-Service Storage Units

Recommendation: *Approve first reading and advance to second reading an ordinance amending Section 28-71 (148)(d) removing self-service storage units as a conditionally permitted use in the R-4: High Density Residential and Office Zoning District and conditionally permit the use in I-1: Light Industrial and I:2: General Industrial Zoning Districts as recommended by the City Planning Commission.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve the first reading and advance to a second reading/final adoption. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, and Bunnell (5). Nays: Councilmember Forgrave (1). Motion carried.

EXECUTIVE SESSION:

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to adjourn to executive session to discuss collection bargaining agreements. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

RETURN TO OPEN SESSION:

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to return to open session. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Mayor Dobies to approve the collective bargaining agreement between the City of Jackson and the Michigan Association of Public Employees for July 1, 2021 and June 30, 2024. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Alexander, seconded by Mayor Dobies to approve the collective bargaining agreement between the City of Jackson and the Jackson/Summit IAFE Local 1306 for July 1, 2021 through June 30, 2023. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Bunnell, seconded by Mayor Dobies to approve the collective bargaining agreement between the City of Jackson and the Police Officers Labor Council Non-Supervisory Unit for July 1, 2021 through June 30, 2026. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Forgrave, seconded by Mayor Dobies to approve the Letter of Agreement between the City of Jackson and the Police Officers Labor Council – Supervisory Unit. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Alexander. Vote was done by voice with all in favor. Mayor Dobies adjourned the meeting at 9:05 p.m.

CITY OF
JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Derek Dobies, Mayor

DATE: Friday, July 9, 2021

SUBJECT: Racial Equity Commission (REC)

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Jacqueline Barber to the Racial Equity Commission for a two-year term, beginning immediately and ending December 31, 2022, in concurrence with the REC recommendation.

In accordance with City Code, Chapter 15, Section 15-83. The racial equity commission shall consist of five (5) members nominated by the mayor and approved by city council, who shall be residents of the city. Nominations to fill vacancies shall be made by City Council or Racial Equity Commission to the Mayor; at least one for each appointment. Mayor appoints subject to Council confirmation.

It is my recommendation to reappoint Jaqueline Barber to the Human Relations Commission for a three year term each, beginning immediately, and ending December 31, 2023, in concurrence with the HRC recommendation.

DD/jlw

From: noreply@civicplus.com
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Saturday, January 9, 2021 8:59:04 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Jacqueline
Last Name	Barber
Address	914 Southwest Ave.
City	Jackson
State	Mi
Zip	49203
Phone Number	5175134069
Email	jacquelinebarber@comcast.net
Last four digits of Social Security Number	6270
Occupation	Education Manager
Describe your community involvement.	Currently I serve on the Jackson District Library Board of Trustees as President, Governing Board Member for the Woodlands Library Cooperative and board member for the Lily Missions Center.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	Life long resident
Which board or commission are you interested in? You may choose more than one.	Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	As a life long resident of Jackson community, I want to be a part of a committee that ensures everyone has what need to thrive. Needs that are not based on their race no matter where they.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and

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

Final Submission

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

Digital Signature	Jacqueline Barber
Date of Submission	01/09/2021

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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Derek Dobies, Mayor

DATE: Friday, July 9, 2021

SUBJECT: Martin Luther King Drive Corridor Improvement Authority (MLKCIA)

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Philicia Richmond to the Martin Luther King Drive Corridor Improvement Authority for a three-year term, beginning immediately and ending December 31, 2024, in concurrence with the Chief Equity Officer's recommendation.

In accordance with City Code, Chapter 2, Section 2-408. The authority shall be under the supervision and control of the board. The board shall consist of the chief executive officer of the city or his or her assignee, and nine (9) additional members. Members shall be appointed by the chief executive officer of the city, subject to approval by the city council. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the development area. Not less than one (1) of the members shall be a resident of the development area, or of an area within one-half (1/2) mile of any part of the development area. Members shall be appointed to serve for a term of four (4) years, except that of the members first appointed, an equal number, as near as is practicable, shall be appointed for terms of one (1) year, two (2) years, three (3) years, and four (4) years. A member shall hold office until the member's successor is appointed. An appointment to fill a vacancy shall be made by the chief executive officer of the city for the unexpired term only

It is my recommendation to appoint Philicia Richmond to the Martin Luther King Drive Corridor Improvement Authority for a three year term each, beginning immediately, and ending December 31, 2024, in concurrence with the Chief Equity Officer's recommendation.

DD/jlw

Lisa Moutinho

From: noreply@civicplus.com
Sent: Friday, May 14, 2021 4:45 PM
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Philicia
Last Name	Richmond
Address	1500 W North A47
City	Jackson
State	Mi
Zip	49202
Phone Number	517-250-1612
Email	prichmo1@hfhs.org
Last four digits of Social Security Number	7640
Occupation	Nurse Practitioner
Describe your community involvement.	• Adopt A Family, Aware Shelter 2013-current • Crisis Advocate Aware Shelter – completed training 05/ 2021 • Interview on JTV (Mental Health Care in the Minority Committee) – 11/2020 • Interviews on Home 106.9 (Mental Health and Wellness) 11 & 12/2020 • HFAH & Lifeways Video: Mental Health Care in Underrepresented Communities 8/2020 • Jackson County Advisory Council on Aging 2020-current • Region 2 Area Agency on Aging Advisory Council 2020-current • Jackson College: Billboard Campaign/90th Anniversary Celebration (2019): Philicia Teamer Nursing Scholarship (2018)

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

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

Digital Signature	Philicia Richmond
Date of Submission	05/14/21

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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Derek Dobies, Mayor

DATE: August 10, 2021

SUBJECT: Jackson District Library Board of Trustees Appointment

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint Erik Lyman to the Jackson District Library Board for a four year term beginning August 24, 2021, and ending August 23, 2025.

Pursuant to the provisions of Act 24 of the Public Acts of 1989, City/County District Library System resolution adopted August 23, 1977, and the City/County amendment dated January 4, 1993, a seven member voting board is appointed serving four-year terms. Three members appointed by City Council, three members appointed by County Commission and *seventh member appointed alternately by City and County.

It is my desire, therefore, to reappoint Erik Lyman to the Jackson District Library Board of Trustees for four year term beginning August 24, 2021, and ending August 23, 2025.

DD:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Thursday, July 15, 2021 9:33 AM
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Erik
Last Name	Lyman
Address	508 McBride Street
City	JACKSON
State	Michigan
Zip	49203
Phone Number	8105135607
Email	eriktlyman@gmail.com
Last four digits of Social Security Number	7088
Occupation	Social Media Manager at Albion College
Describe your community involvement.	I am a member and frequent volunteer of Ella Sharp Museum, a member of Jackson Young Professionals, and a member of the Jackson District Library Board of Trustees
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Erik Lyman
Date of Submission	7-15-21

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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: August 10, 2021

SUBJECT: Corrective Resolutions for Special Assessment Roll Nos. 3423, 3424, and 3425.

Recommendation:

Approve the corrective resolutions for Special Assessment Roll Nos. 3423, 3424, and 3425. On July 13, 2021 Council voted to approve each of the special assessment rolls. The totals included in the resolution(s) were a typographical error.

Your consideration and concurrence is appreciated.

A RESOLUTION CORRECTING THE TYPOGRAPHICAL ERROR CONTAINED IN THE JULY 13, 2021 RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL NO. 3423

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson City Council approved a Resolution Confirming Special Assessment Roll No. 3423 at the City Council Meeting held on July 13, 2021; and,

WHEREAS, it was discovered that the Resolution contained a typographical error that did not reflect the correct total amount of the Special Assessment Roll; and

WHEREAS, the error providing the amount total was inadvertent, and was not expressly discussed by the Councilmember or City Staff, and was not consistent with the Special Assessment Roll prepared by the City Assessor.

NOW, THEREFORE, BE IT RESOLVED, that the Resolution Confirming Special Assessment Roll No. 3423 approved by the City Council at the July 13, 2021 and certified by the City Clerk on July 14, 2021 be amended to reflect the correct amount of the Special Assessment Roll of $27,288.59 with an annual interest rate of 1.10%.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 10th day of August, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this 11th day of August, 2021.

_____

Andrea Muray, City Clerk

A RESOLUTION CORRECTING THE TYPOGRAPHICAL ERROR CONTAINED IN THE JULY 13, 2021 RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL NO. 3424

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson City Council approved a Resolution Confirming Special Assessment Roll No. 3424 at the City Council Meeting held on July 13, 2021; and,

WHEREAS, it was discovered that the Resolution contained a typographical error that did not reflect the correct total amount of the Special Assessment Roll; and

WHEREAS, the error providing the amount total was inadvertent, and was not expressly discussed by the Councilmember or City Staff, and was not consistent with the Special Assessment Roll prepared by the City Assessor.

NOW, THEREFORE, BE IT RESOLVED, that the Resolution Confirming Special Assessment Roll No. 3424 approved by the City Council at the July 13, 2021 and certified by the City Clerk on July 14, 2021 be amended to reflect the correct amount of the Special Assessment Roll of $41,341.90 with an annual interest rate of 1.10%.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 10th day of August, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this 11th day of August, 2021.

_____

Andrea Muray, City Clerk

A RESOLUTION CORRECTING THE TYPOGRAPHICAL ERROR CONTAINED IN THE JULY 13, 2021 RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL NO. 3425

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson City Council approved a Resolution Confirming Special Assessment Roll No. 3425 at the City Council Meeting held on July 13, 2021; and,

WHEREAS, it was discovered that the Resolution contained a typographical error that did not reflect the correct total amount of the Special Assessment Roll; and

WHEREAS, the error providing the amount total was inadvertent, and was not expressly discussed by the Councilmember or City Staff, and was not consistent with the Special Assessment Roll prepared by the City Assessor.

NOW, THEREFORE, BE IT RESOLVED, that the Resolution Confirming Special Assessment Roll No. 3425 approved by the City Council at the July 13, 2021 and certified by the City Clerk on July 14, 2021 be amended to reflect the correct amount of the Special Assessment Roll of $28,437.50 with an annual interest rate of 1.10%.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 10th day of August, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this 11th day of August, 2021.

_____

Andrea Muray, City Clerk

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Director of Police and Fire Services

DATE: August 10, 2021

RECOMMENDATION: Approve Scheduling a Public Hearing

SUMMARY

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of $47,998.

One of the JAG requirements is that a hearing be held allowing for citizen comment on the proposed use of the grant funds.

BUDGETARY CONSIDERATIONS

If approved, the Jackson Police Department will receive $30,600 and will use the money to purchase and implement license plate readers throughout the City. This will assist the Police Department in identifying stolen vehicles, as well as vehicles involved in criminal activity.

The Jackson County Sheriff's Department will receive $17,398 and will use their funds to purchase new body armor for their sworn employees.

HISTORY, BACKGROUND and DISCUSSION

Each year, the City of Jackson and/or Jackson County receive JAG funds in order to purchase equipment. In recent fiscal years, grant funds were used to purchase lights for duty weapons, along with other necessary equipment, to purchase a new police K9, including necessary equipment, training, and accessories, and to upgrade the indoor firearms range at the police department.

DISCUSSION OF THE ISSUE

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases.

POSITIONS

I recommend scheduling a Public Hearing at the September 14, 2021, City Council meeting.

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: August 10, 2021

SUBJECT: Establish Public Hearing for Justice Assistance Grant (JAG) Program

---

Recommendation:

To schedule a public hearing at the September 14, 2021, City Council meeting regarding the use of $30,600 in FY2021 JAG funds by the City for the purchase of a license plate reader to assist with identifying stolen vehicles and vehicles involved in criminal activity in the City of Jackson.

Attached is a memorandum from Director Elmer Hitt regarding the necessity of this purchase.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Director of Police and Fire Services

DATE: September 14, 2021

RECOMMENDATION: Scheduling a Public Hearing

SUMMARY

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of $47,998.

One of the JAG requirements is that there be an opportunity for public comment regarding expending the funds.

BUDGETARY CONSIDERATIONS

If approved, the Jackson Police Department will receive $30,600 and will use the money to purchase a license plate reading system. This system will assist in location stolen vehicles and identifying vehicles used during crimes.

The Jackson County Sheriff's Department will receive $17,398 and will use their funds to purchase new body armor for their sworn employees.

HISTORY, BACKGROUND and DISCUSSION

Each year, the City of Jackson and/or Jackson County receive JAG funds in order to purchase equipment. In recent fiscal years, grant funds were used to purchase lights for duty weapons, along with other necessary equipment, to purchase a new police K9, including necessary equipment, training, and accessories, and to upgrade the indoor firearms range at the police department.

DISCUSSION OF THE ISSUE

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases.

POSITIONS

I request a Public Hearing be scheduled at the September 14, 2021, City Council meeting.

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: September 14, 2021

SUBJECT: Schedule Public Hearing for Justice Assistance Grant (JAG) Program

---

Recommendation:

To schedule a public hearing at the September 14, 2021, City Council meeting regarding the use of $30,600 in FY2021 JAG funds by the City for the purchase of a license plate reader to be deployed throughout the City.

Attached is a memorandum from Director Elmer Hitt regarding the necessity of this purchase.

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

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 – August 10, 2021

SUBJECT: **JXN Harm Reduction, Inc. Memorandum of Understanding**

Recommendation: APPROVE the Renewal and Reaffirmation of the Memorandum of Understanding Between the City of Jackson and JXN Harm Reduction, Inc.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – August 10, 2021

RECOMMENDATION: APPROVE the Renewal and Reaffirmation of the Memorandum of Understanding between the City of Jackson and JXN Harm Reduction, Inc.

SUMMARY

Attached is a Renewal and Reaffirmation of the Memorandum of Understanding By and Between the City of Jackson and JXN Harm Reduction, Inc. The original Memorandum of Understanding was approved by City Council on May 14, 2019 and was for a term of two years.

HISTORY, BACKGROUND and DISCUSSION

On May 14, 2019, City Council approved Resolution 2019-43 and Ordinance 2019-10, both of which are attached. The intent of both of these items was to establish a harm reduction program within the City of Jackson that would provide, among other things, a sterile needle distribution program to help minimize the spread of HIV, viral hepatitis, and drug-related bacterial infections. As part of the Harm Reduction Program, Council approved a Memorandum of Understanding ("Agreement") between the City of Jackson and JXN Harm Reduction, Inc. This Agreement expires in 2021 and the attached *Renewal and Reaffirmation of the Memorandum of Understanding By and Between the City of Jackson and JXN Harm Reduction, Inc.* will renew that previous Agreement. The renewal Agreement does not include a termination date; however, the Agreement may be terminated by either party with thirty (30) days' notice.

POSITION

Approve the Renewal and Reaffirmation of the Memorandum of Understanding By and Between the City of Jackson and JXN Harm Reduction, Inc.

Attachments: Renewal and Reaffirmation of the Memorandum of Understanding By and Between the City of Jackson and JXN Harm Reduction, Inc.
Resolution 2019-43
Ordinance 2019-10

RENEWAL AND REAFFIRMATION OF MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON AND JXN HARM REDUCTION, INC.

WHEREAS, the City of Jackson and JXN Harm Reduction, Inc., a Michigan domestic nonprofit corporation, previously entered into a Memorandum of Understanding pursuant to City Council Resolution 2019-43 agreeing on a collaborative community effort to permit JXN Harm Reduction, Inc. to provide fixed or mobile site-based harm reduction services consisting of safe disposal of used injection materials, syringe services, testing for HIV, Hepatitis C, and STDs, vaccinations, naloxone distribution, overdose prevention education, skin and soft tissue infection prevention, and referral for mental health services, social services, medical care, and treatment of substance use disorder without prosecution for possession of drug paraphernalia;

WHEREAS, the goals of the program are to:

1. Reduce the HIV, viral hepatitis, bacterial, skin & soft tissue infections and overdoses among individuals at risk in City of Jackson and surrounding communities.

2. Continue to expand the collaboration between community-based agencies to provide a comprehensive network of education and prevention services in the Jackson area.

3. Long-term goal is to reduce and eventually eliminate morbidity and mortality related to HIV/AIDS, viral hepatitis, drug-related bacterial infections, overdose and overdose deaths due to opioids, heroin and other drugs; and

WHEREAS, the City of Jackson and JXN Harm Reduction, Inc. seek to restate and reaffirm their commitment to the foregoing efforts:

NOW THEREFORE, the City of Jackson agrees to continue:

1. To allow an exemption to local paraphernalia ordinances to JXN Harm Reduction, Inc. and its board, staff, volunteers, and interns, for the purposes of infection and overdose prevention through syringe services programming conducted by JXN Harm Reduction as codified in City Ordinance Chapter 18, Article VI, Division 2, Sec. 18-157.

2. To the extent authorized by the Michigan Public Health Code Section 7457(f), authorize JXN Harm Reduction board, staff, volunteers, and interns to distribute injection supplies for the purpose of preventing the transmission of infectious agents.

JXN Harm Reduction, Inc. agrees to continue to:

1. Participate in the development and implementation of offsite confidential and anonymous HCV/HIV Counseling and Testing in Jackson with community partners.

2. Provide information on HIV, Viral Hepatitis, and condoms at the time of testing.

3. Provide information, linkage, and referrals to substance use disorder (SUD) treatment, as appropriate.

4. Provide peer support, and recovery coaching services to persons with SUD.

5. Provide safer injection equipment and disposal materials to participants confidentially.

6. Advertise services through flyers and information provided to community partners.

7. Provide an annual report to the City Council of the City of Jackson.

8. Designate a contact at JXN Harm Reduction to help in the administration of this agreement.

Both parties further agree to the following:

1. To abide by client and participant confidentiality guidelines, evidenced by HIPPA.

2. That there shall be no costs to the City associated with this Memorandum of Understanding.

3. This Memorandum of Understanding may be terminated by either party with thirty (30) days prior written notice.

CITY OF JACKSON

By: _____
Derek Dobies
Its: Mayor

Date: August __, 2021

By: _____
Andrea Murray
Its: City Clerk

Date: August __, 2021

JXN HARM REDUCTION, INC.

By: _____
_____
Its: _____

Date: August __, 2021

RESOLUTION 2019-43

BY THE CITY COUNCIL:

WHEREAS, the incidence of chronic infections related to the use of injectable drugs, including HIV and Hepatitis C, is sharply increasing among young adults in Michigan, the City of Jackson, and Jackson County; and

WHEREAS, the current national, state, and local crisis of opioid overuse and addiction continues to add to the number of injection drug users through progression to use of injectable heroin; and

WHEREAS, from 1999 to 2016, in Michigan the total number of overdose deaths involving any type of opioid increased more than 17 times, from 99 to 1,699, making the state one of nineteen states with statistically significant increases in drug overdose deaths; and

WHEREAS, the 2017 Jackson County Drug-Related Data Report documents 291 and 230 emergency department chief complaint visits and 25 and 14 deaths in 2016 and 2017, respectively, involving heroin, opioids or their analogs; and

WHEREAS, the drug related data report also documents that the primary location of drug overdoses occurred in the City of Jackson and immediate surrounding townships of Blackman Charter, Summit and Leoni; and

WHEREAS, "Harm Reduction" programs, including "Syringe Service Programs" exist to offer sterile syringes and needles, safe disposal of used injection materials, testing for HIV, hepatitis C, and STDs, referral for treatment as needed, vaccinations, overdose prevention education, and referral for mental health services, social services, medical care, and treatment of substance use disorder; and

WHEREAS, such programs in place elsewhere have resulted in declines in the incidence of injection-related infections among users, as well as increased employment and use of treatment, without increasing new use of injection drugs; and

WHEREAS, trained and experienced individuals in our community are ready and willing to provide such a program within the City and immediate surrounding affected townships; and

WHEREAS, the Michigan Public Health Code (Section 7457f) allows for distribution of injection supplies by persons "authorized by a state or local governmental agency" for the purpose of preventing "transmission of infectious agents" and provides an exemption to the enforcement provisions of MCL 333.7451 – MCL 333.7455; and

WHEREAS, it is recognized that it will take a collaborative effort among the City, Townships and the County, along with other partners to address this epidemic;

NOW, THEREFORE, BE IT RESOLVED, that the City Council for the City of Jackson supports the approval of a Memorandum of Understanding with JXN Harm Reduction to provide harm reduction services in the City of Jackson and authorizes the Mayor and City Clerk to execute a Memorandum of Understanding on behalf of the City; and

BE IT FURTHER RESOLVED, that the City Council for the City of Jackson supports and encourages townships in Jackson County, and the Jackson County Board of Commissioners, to adopt similar resolutions that authorize a harm reduction program and an exemption to the enforcement provisions of MCL 333.7451 – MCL 333.7455; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be made available by the office of the City Clerk for all interested parties.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 14th day of May, 2019.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 15th day of May, 2019.

Andrea Muray, City Clerk

Derek Dobies, Mayor

ORDINANCE NO. 2019-10

An Ordinance amending Section 18-157 of Division 2, Article 6, Chapter 18 of the City of Jackson Code of Ordinances to allow for a harm reduction program within the City of Jackson for the health, welfare, and wellbeing of its citizens.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this amendment is to include the distribution of injection supplies as one of the exemptions set forth in Section 18-157 of Division 2, Article 6, Chapter 18 of the City of Jackson Code of Ordinances.

Section 2.

That Section 18-157 of Division 2, Article 6, Chapter 18 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

CHAPTER 18 - OFFENSES

ARTICLE VI. - OFFENSES AGAINST PUBLIC MORALS

DIVISION 2. - MARIHUANA AND DRUG PARAPHERNALIA

Sec. 18-157. - Exemptions.

This division shall not apply to manufacturers, wholesalers, jobbers, licensed medical technicians, technologists, nurses, hospitals, research teaching institutions, clinical laboratories, medical doctors, osteopathic physicians, dentists, chiropodists, veterinarians, law enforcement agencies, pharmacists and embalmers in the lawful course of business or professional activity, nor to persons suffering from any medical condition which requires administering prescribed medication. This division shall not apply to the possession of medical marihuana or paraphernalia used in connection with the medical use of marihuana by qualifying patients or primary caregivers, as those terms are defined in the Michigan Medical Marihuana Act, MCL 333.26421 et seq., in the amounts of medical marihuana permitted under the Michigan Medical Marihuana Act, who have a valid medical marihuana registration issued by the Michigan Department of Community Health or its successor agency that permits the qualifying patient or primary caregiver to cultivate and/or consume medical marihuana. This division shall not apply to the distribution of injection supplies, for the purpose of preventing transmission of infectious agents, by JXN Harm Reduction and its board, staff volunteers and interns as so authorized by the City of Jackson pursuant to the Michigan Public Health Code (Section 7457f), MCL 333.7451 – MCL 333.7455.

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.

Adopted: The foregoing Ordinance 2019-10 was adopted by the Jackson City Council on May 28, 2019 and a summary was published on June 2, 2019.

Andrea Muray, City Clerk

Derek J. Dobles, Mayor

CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Derek Dobies, Mayor

DATE: August 10, 2021

SUBJECT: Appointment to Construction Board of Appeals

RECOMMENDATION:

Approve the Mayor's recommendation to appoint the following to the Construction Board of Appeals:

No	Name	Term Ends	Term
1	Matt Hill	8/9/23	2 yr

Pursuant to MCL §125.1514, members of the Construction Board of Appeals are appointed for 2-year terms.

Members shall be qualified by experience or training to perform the duties of members of the board.

If an enforcing agency refuses to grant an application for a building permit, or if the enforcing agency makes any other decision pursuant or related to the Stille-DeRossett-Hale Single State Construction Code Act [such as citing a specific housing violation], or the State Construction Code, an interested person may appeal in writing to the Construction Board of Appeals.

The Construction Board of Appeals shall hear the appeal and render and file its decision with a statement of reasons for the decision with the enforcing agency from whom the appeal was taken not more than 30 days after submission of the appeal.

The Construction Board of Appeals meets pursuant to the Open Meetings Act.

Lisa Moutinho

From: noreply@civicplus.com
Sent: Thursday, July 8, 2021 10:15 AM
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Matt
Last Name	Hill
Address	11520 Snow rd.
City	Hanover
State	MI
Zip	49241
Phone Number	517-206-3416
Email	md.hill@hotmail.com
Last four digits of Social Security Number	4101
Occupation	Electrician
Describe your community involvement.	Done work in the city of Jackson for 28 years, with Cochran Electric.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Hanover

consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Matt Hill
Date of Submission	7-8-2021

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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: August 10, 2021

SUBJECT: **Traffic Control Order 2353**
Homecrest Road at Louis Glick Highway

Recommendation:

Approval of Traffic Control Order 2353 to install "No Parking Any Time" signs with proper arrows on Homecrest Road from 15 feet north of the fire hydrant to the intersection on Homecrest Road at Louis Glick Highway

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order on Homecrest Road at Louis Glick Highway

I recommend approval of Traffic Control Order 2353. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: August 10, 2021

RECOMMENDATION: **Approval of Traffic Control Order 2353 to install "No Parking Any Time" signs with proper arrows on Homecrest Road from 15 feet north of the fire hydrant to the intersection on Homecrest Road at Louis Glick Highway.**

SUMMARY

A Traffic Control Order (TCO) is needed to reinforce No Parking on Homecrest Road within 15 feet of a fire hydrant and within 20 feet of the Right of Way property line to the intersection on Homecrest Road at Louis Glick Highway.

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

Residents are consistently parking too close to the fire hydrant at the intersection of Homecrest Road at Louis Glick Highway. This is causing a sight distance issue at the intersection and not allowing Fire Personnel to reach the hydrant in case of emergency.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

To install "No Parking Any Time" signs with proper arrows on Homecrest Road from 15 feet north of the fire hydrant to the intersection on Homecrest Road at Louis Glick Highway.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2353 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 2353

LOCATION: Homecrest Road at Louis Glick Highway
DATE: August 10, 2021
ASSIGNED TO: Sign Shop

TCO DESCRIPTION

Residents are consistently parking too close to fire hydrant and the intersection of Homecrest Road at Louis Glick Highway. This is causing a sight distance issue at the intersection and not allowing Fire Personnel to reach the hydrant in case of emergency.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Engineering recommends reinforcement of No Parking too close to an intersection or fire hydrant from 15 feet north of fire hydrant to intersection of Homecrest Road at Louis Glick Highway.

APPROVED ☐ **REJECTED** ☐ **DATE: August 10, 2021** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE: August 10, 2021
TO:

Install "No Parking Anytime" with right arrow sign 15 feet north of hydrant and "No Parking Anytime" with bar sign closer to intersection of Homewild Road at Louis Glick Highway.

BY JON H. DOWLING, P.E.

MATERIAL USED

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

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

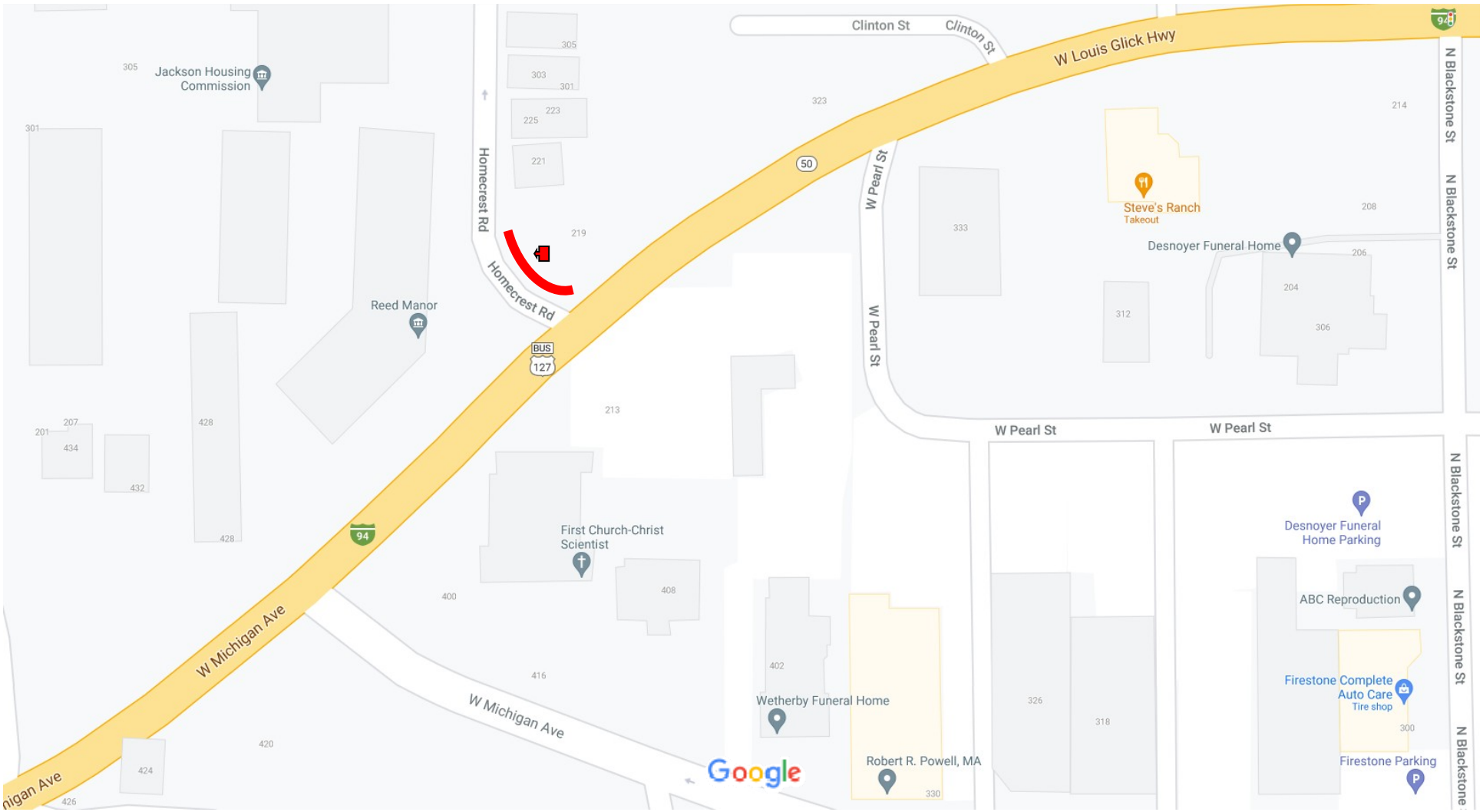
WORK INSPECTED

REMARKS:

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

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

Traffic Control Order 2353



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: August 10, 2021

SUBJECT: **Traffic Control Order 2354**
Third St., Washington Ave. to High St.

Recommendation:

Approval of Traffic Control Order 2354 to remove parking restrictions on Third St., from Washington Ave. to High St., except for reinforcement near intersections and fire hydrants. This would rescind TCOs 1421 and 1516.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order on Third St., Washington Ave. to High St.

I recommend approval of Traffic Control Order 2354. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: August 10, 2021

RECOMMENDATION: Approval of Traffic Control Order 2354 to remove parking restrictions on Third St., from Washington Ave. to High St., except for reinforcement near intersections and fire hydrants. This would rescind TCOs 1421 and 1516.

SUMMARY

A Traffic Control Order (TCO) is needed to remove parking restrictions on Third St., Washington Ave. to High St., except for reinforcement near intersections and fire hydrants.

BUDGETARY CONSIDERATIONS

Item	Each	Total
2 - hours labor/equipment	$122.34	$244.68
Total		**$244.68**

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

HISTORY, BACKGROUND and DISCUSSION

Traffic Control Orders had been created in 1975 and 1979 restricting parking on Third St., Washington Ave. to High St. At that time, most homes in the neighborhood were single-family homes and there was less of a need to park on the street. Since then, most of the homes in the neighborhood have been converted to multi-family homes and more street parking is needed. After replacement of missing signs, several calls were received by residents about the lack of parking and the safety issues it caused.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

To remove “No Parking Any Time” signs on Third St., Washington Ave. to High St., except where necessary for reinforcement near intersections and fire hydrants.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2354 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 2354

LOCATION: Third St., Washington Ave. to High St.
DATE: August 10, 2021
ASSIGNED TO: Sign Shop

TCO DESCRIPTION

As a matter of housekeeping, "No Parking" signs that were missing were replaced on Third St., Washington Ave. to High St. After replacement, several calls were received by residents about the lack of parking and the safety issues it caused. When original TCOs were created in 1975 and 1979, most homes in the neighborhood were single-family homes and there was less of a need to park on the street. Since then, most of the homes in the neighborhood have been converted to multi-family homes and more street parking is needed.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Engineering recommends removal of parking restrictions on Third St., from Washington Ave. to High St., except for reinforcement near intersections and fire hydrants. This would rescind TCOs 1421 and 1516.

APPROVED ☐ **REJECTED** ☐ **DATE: 8/10/21** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE: 8/10/21
TO:

Remove "No Parking" signs on Third St., from Washington Ave. to High St., except for signs placed near intersections and fire hydrants.

BY JON H. DOWLING, P.E.

MATERIAL USED

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

ASSIGNMENT COMPLETED

DATE: BY: Sign Shop

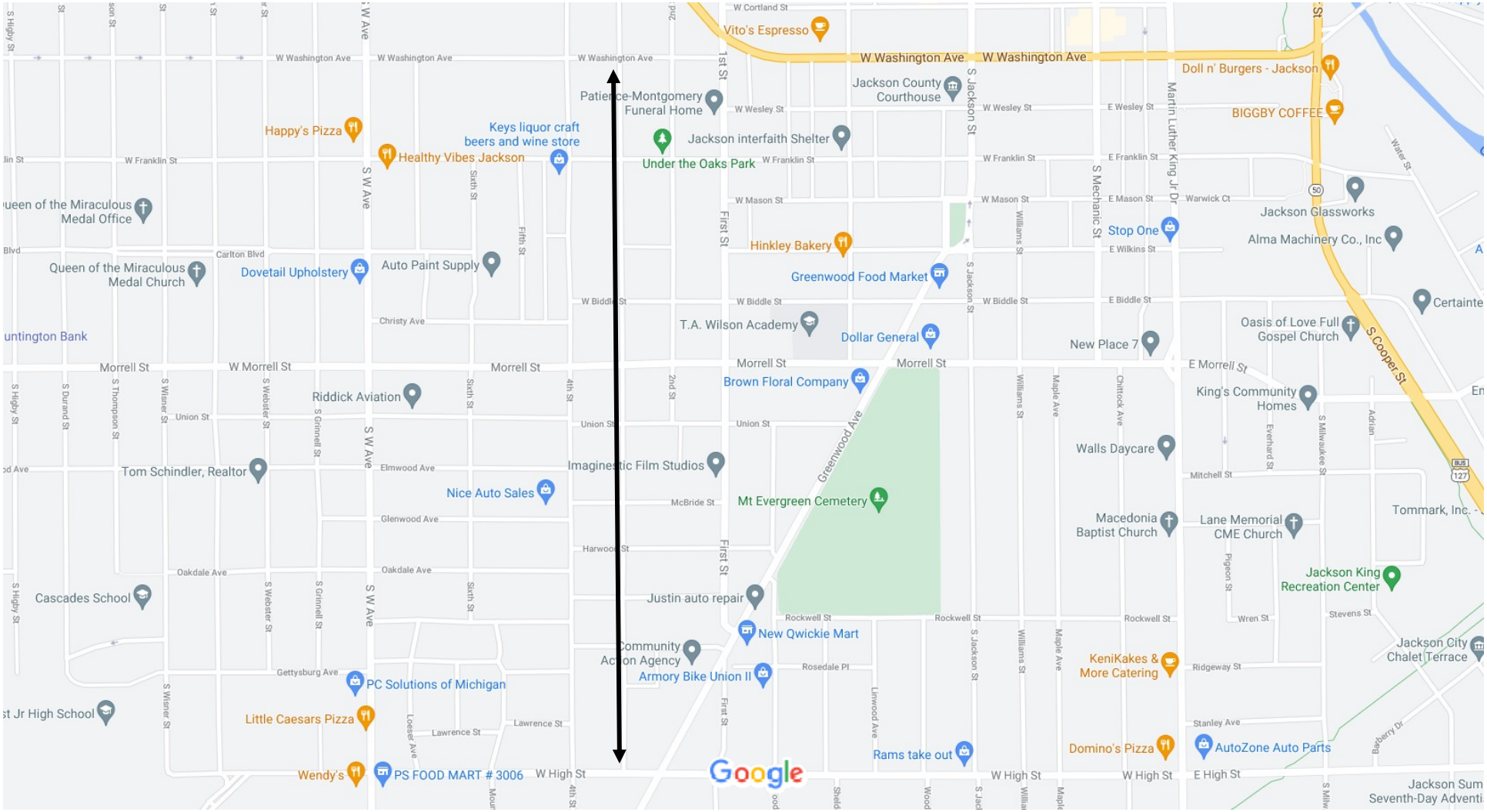
WORK INSPECTED

REMARKS:

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

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

Traffic Control Order 2354



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: August 10, 2021

SUBJECT: Special Event Application: Grand River Environmental Action Team Grand River Cleanup

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Recommendation:

Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 11, 2021 in the Grand River and R.A. Greene Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Grand River Environmental Action Team Grand River Cleanup.

I recommend approval of the special event application for the Grand River Environmental Action Team Grand River Cleanup. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 10, 2021

RECOMMENDATION: Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 11, 2021 in the Grand River and R.A. Greene Park.

SUMMARY: Cleanup of the Grand River

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: Grand River Cleanup

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: Grand River Environmental Action Team		
Address: P.O. Box 223, Jackson, MI 49204		Phone: (517) 416-4234
Tax ID#: 38-2986485	Website: http://www.great-mi.org	
Contact Name: Jack L. Ripstra	Phone: (517) 740-5680	Email: jlripstra@aol.com
Contact Name:	Phone:	Email:
Contact Name During Event: Jack L. Ripstra		Phone: (517) 740-5680

Event Information				
Event Name: Grand River Cleanup				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
September 11, 2021	7:00 a.m.	9:00 a.m.	2:00 p.m.	2:00 p.m.

Has this event occurred before? ☑Yes, (if yes, how many previous years? 30 ☐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: Cleanup of the Grand River

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: R.A. Greene 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.

Cleanup of the Grand River throughout the entire length of the river through the City of Jackson.

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

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

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

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

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

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

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

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

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: _____

Date: July 10, 2021

Office Use ONLY
Application Received: Date: 7/12/21 Time: 10 am By:
Application Fee Received: $50 ✓

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

Covid-19 Contingency Plan

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

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

The current social distancing requirements will be followed.

Hand sanitizer and face masks will be provided.

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:

All attendees at the cleanup are required to sign a waiver, which will list their name, address, phone number and email. Anyone feeling sick will be asked to leave, to isolate at home and get tested for covid-19. The chairman of the Grand River Cleanup will anounce the above information with copies of the waivers provided to the J.C.H.D.

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

The current executive orders and local and state guide lines will be followed. All activities will be taking place outside. If these executive orders and guidelines were to change prior to September 11, 2021 and not allow this proposed activity, the Grand River Cleanup for 2021 will be cancelled.

R.A. GREENE PARK AREA FOR GRAND RIVER CLEANUP

Write a description for your map.

michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Jackson

161 W. Michigan Ave.
Jackson, MI 49201

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001244936	7/1/2022	$5,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Grand River Environmental Action Team; Paddle the Grand, River Clean Up

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

G.R.E.A.T.
P.O. Box 223
Jackson, MI 49204

Date Issued: 6/16/2021

By: _____
Authorized Representative

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: August 10, 2021

SUBJECT: Special Event Application: Home of New Vision Recovery Out Loud Walk

---

Recommendation:

Approve a request from the Home of New Vision to host their Recovery Out Loud Walk on September 25, 2021 on the streets/sidewalks of Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Home of New Vision Recovery Out Loud Walk.

I recommend approval of the special event application for the Home of New Vision Recovery Out Loud Walk. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 10, 2021

RECOMMENDATION: Approve a request from the Home of New Vision to host their Recovery Out Loud Walk on September 25, 2021 on the streets/sidewalks of Jackson.

SUMMARY: Recovery walk to raise awareness regarding substance abuse recovery.

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		$150.00
Public Works	X		$0.00
		TOTAL	***$150.00***

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Home of New Vision Recovery Out Loud Walk

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
- [ ] $25 Late/Rush Fee
- [ ] Insurance documentation for sponsoring organization
- [x] 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: Home of New Vision			
Address: 407 W. Michigan Ave Jackson 49201		Phone: (517) 788 5596	
Tax ID#: 38-3325410	Website: thearc.org		
Contact Name: Brooke Cross	Phone: (517) 416 7593	Email: bcross@homeofnewvision.org	
Contact Name: Darin Szczotka	Phone: (734) 572 6737	Email: darin@homeofnewvision.org	
Contact Name During Event: Adam Grant		Phone: (517) 416 1213	

Event Information

Event Name: Recovery Outloud Walk

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
[redacted]	9am	11:00am	3:00pm	5pm

9/25/21

Has this event occurred before? ☒Yes, (if yes, how many previous years? 5 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 300

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: Home of NewVision 407 W. Michigan Ave Jackson 49201

☒Streets: During Recovery Walk (9/15/21 12pm-1pm) W. Michigan Ave, N. Mechanic, Franklin, 1st St, Washington

☐Other Park: _____

Brief description of Event

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

See Attached Sheet(s)

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

Street Name: W. Michigan Cross Streets N. Blackstone

Closure Start Date: 9/25/21 Time: 12pm Closure End Date: 9/25/21 Time: 1pm

Street Name: W. Michigan Cross Streets N. Jackson

Closure Start Date: 9/25/21 Time: 12pm Closure End Date: 1pm 9/2.5/21 Time:

Street Name: Mechanic Cross Streets Washington

Closure Start Date: 9/25/21 Time: 12pm Closure End Date: 9/25/21 Time: 1pm

Street Name: Franklin Cross Streets S. Jackson

Closure Start Date: 9/25/21 Time: 12pm Closure End Date: 9/25/21 Time: 1pm

Street Name: 1st St Cross Streets Washington

Closure Start Date: 9/25/21 Time: 12pm Closure End Date: 9/25/21 Time: 1pm

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

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

☒Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☒Requested Reserved Parking Lot across to. m. Michigan from Hotel Michigan (Veterans Park)
☐Assembly Locations	☒Requested Street Closures See Map	☐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: 7/09/2021

Office Use ONLY

Application Received:

Date: 7/9/21

Time: 3pm

By:

Application Fee Received: $50 ✓

Application Requirements

Application MUST be submitted 60 days PRIOR to event
NO EXCEPTIONS

Application MUST be submitted along with all required attachments to:
City of Jackson Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

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

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:

We plan to abide by all federal, local, & state COVID-19 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:

Sick attendees will be encouraged to stay home & not participate in the event. Anyone with presenting COVID-19 symptoms will be encouraged to leave during the event.

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

Volunteers & Attendees will be asked to leave name & phone number if necessary.

Jackson Area Recovery Community
407 W. Michigan Ave., Jackson, MI 49201
(517)788-5596
theJARC.org
www.homeofnewvision.org/jarc/

Home of New Vision is proud to be partnering with the Jackson Area Recovery Community (JARC) for the 6th Annual Recovery Walk for Awareness on September 18th 25 2021. This event aims to show our community that people can and do recover from substance use disorders. In showing the community that we do recover, we strive to take steps to erase the stigma surrounding substance use disorders.

Home of New Vision and JARC would greatly appreciate your consideration to sponsor our event. The support we get from community members like you is critical to our success.

Home of New Vision is a 501(c) (3) non-profit organization that provides programs and services to empower, protect, encourage, and enrich the lives of men, women, their families, and communities affected by the disease of addiction. Our philosophy is that substance use disorders are treatable and through education, treatment and support we can effectively reach a level of long-term recovery.

On the following pages, we have outlined our sponsorship levels. If you would like to sponsor our event, please fill out the sponsor ship form attached.

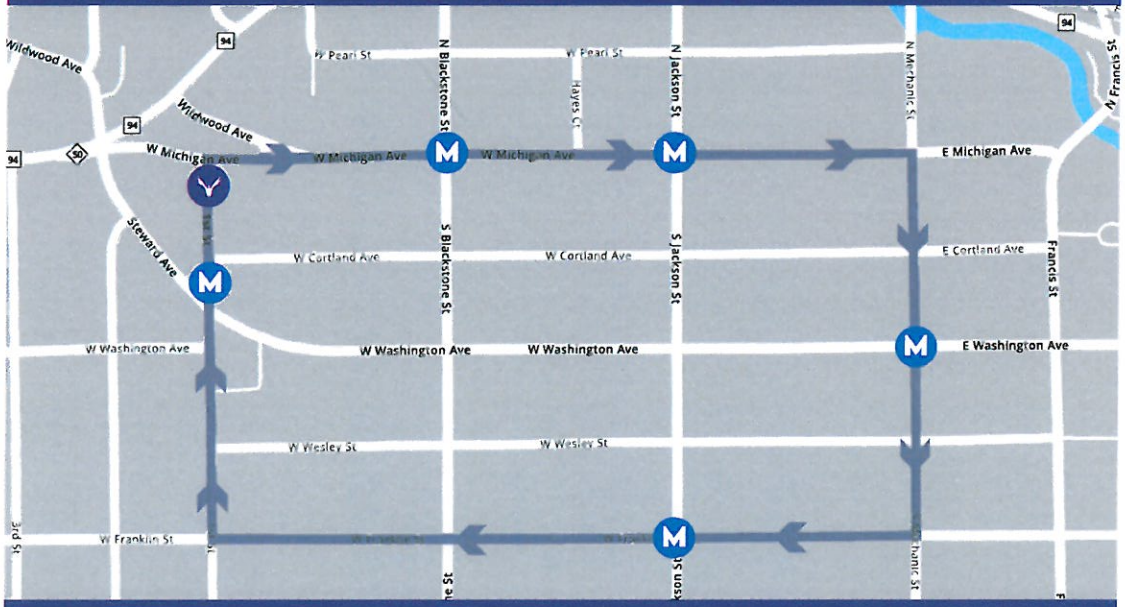
Warm regards,

Darin Szczotka
Jackson Community Program Manager
O: (517)788-5596 C: (734)572-6737
darin@homeofnewvision.org

HOME OF new vision
Your Choice for Recovery and Change

RECOVERY WALK ROUTE

JACKSON AREA RECOVERY COMMUNITY



WALK START/STOP

WALK ROUTE

WALK MARSHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2021

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

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

PRODUCER Ann Arbor Insurance Centre, Inc. 2755 Carpenter Rd Ann Arbor MI 48108	CONTACT NAME: Christi Schreiber PHONE (A/C, No, Ext): (734) 973-9444 FAX (A/C, No): (734) 973-8318 E-MAIL ADDRESS: cschreiber@annarborinsurancecentre.com
INSURED Home Of New Vision 3115 Professional Drive Ann Arbor MI 48104	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Ins. Co. — 18058 INSURER B : Accident Fund — 10166 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL212312088 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2230803	01/21/2021	01/21/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2230803	01/21/2021	01/21/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			WCV0268655	01/21/2021	01/21/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV0268655	01/21/2021	01/21/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Directors & Officers			PHSD1527114	02/28/2021	02/28/2022	Limit	1,000,000

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

Home of New Vision Professional Liability policy limit $1,000,000 each occurrence, $3,000,000 aggregate limit.

Curtis Thornton, Shauna Gulliver, John Devivo, Laura Smith, and Aileen Vazquez are covered under the Professional Liability.

CERTIFICATE HOLDER

City of Jackson & 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

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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: August 10, 2021

SUBJECT: Special Event Application: Jackson Young Professionals' Bright Walls Mural Festival

---

Recommendation:

Approve a request from the Jackson Young Professionals to host the Bright Walls Mural Festival September 16-18, 2021 in downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Jackson Young Professionals' Bright Walls Mural Festival.

I recommend approval of the special event application for the Jackson Young Professionals' Bright Walls Mural Festival. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 10, 2021

RECOMMENDATION: Approve a request from the Jackson Young Professionals to host the Bright Walls Mural Festival September 16-18, 2021 in downtown Jackson.

SUMMARY: Family-friendly public art and mural festival

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		$600.00
		TOTAL	***$600.00***

CONDITIONS & CONSIDERATIONS

Street closures, parking lot/space usage, electrical power, water usage, traffic cones, picnic tables, trash cans, bleachers, black fencing, sign/poster space

INSURANCE STATUS

Approved, pending receipt of appropriate certificate of insurance

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ATTACHMENTS: Special Event Application: Jackson Young Professionals' Bright Walls Mural Festival

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 — We request the fee be part of our sponsorshp from the DDA.
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☒ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Jackson Young Professionals		
Address: P.O. Box 1260, Jackson, MI 49204		Phone: ( )
Tax ID#:	Website: www.jxnyp.com / www.BrightWallsJackson.com	
Contact Name: Jacqueline Austin	Phone: 517-414-7890	Email: jacqaustin@thinkjacksonmi.com
Contact Name: Kaiti McDonough	Phone: 517-812-5122	Email: kaitimcdonough@gmail.com
Contact Name During Event: Jacqueline Austin or Kaiti McDonough		Phone: ( )

Event Information

Event Name: Bright Walls Mural Festival

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
09/16/2021 - 09/18/2021	09/14/2021 at 8a.	09/16/2021 at 4p.	09/18/2021 at 11p	09/20/201 at 5p.

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

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

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: Parking Lot #9/#9A

☒ Streets: Cortland St between MLK & Mechanic

☒Other Park: Betty's Dog Park (Don't need anything special, we may just use it as a meeting location)

Brief description of Event

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

Bright Walls is a public art and mural festival founded and run by the Jackson Young Professionals. In its first 3 years, Bright Walls has installed 40 murals by artists from around the world. Throughout the festival, Bright Walls showcases the artists' talents alongside musicians, local artists and many other community organizations. In addition to featuring world-renowned muralists, the festival boasts free activities for the community. Events throughout the week include live painting, free concerts, local musician performances, guided tours, and so much more!

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

Street Name: Cortland St. Cross Streets MLK to Mechanic

Closure Start Date: 09/16/2021 Time: Noon Closure End Date: 09/18/2021 Time: 11p.

Street Name: SIDEWALK & Street Parking Cross Streets Cortland along Jackson Coffee Company

Closure Start Date: 09/05/2021 Time: 8a. Closure End Date: 09/18/2021 Time: 11p.

Street Name: Street Parking Cross Streets Cortland across from Jackson Coffee Company

Closure Start Date: 09/08/2021 Time: 8a. Closure End Date: 09/18/2021 Time: 11p.

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: 8 separate 20-amp circuits
Amount of electrical wattage needed: _____ Amount of plug ins: 8
Locations of where plugs are needed: Parking Lot #9 (see map where stage is placed)

****All electrical lines MUST be covered to limit tripping hazards. ****

☒ **Water Needs**: Indicate water requirements: Access to fire hydrant
Amount of water needed: Limited use 09/05-09/18 for wall prep and painting Locations of where water is needed: NE Corner of Mechanic & Cortland

☒ **Food/Vendors**: Indicate vendors requirements: Vendors will be required to provide their own power and anything needed.
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 We need 6 tall looper cones or barrels to do caution tape around the mural. ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☒ Other: 25 Picnic Tables, Bleechers, Bathroom Trailer, 5-6 Black Fencing Panels (as available), Trash Cans, No Parking Tripods, See attached map

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: Jacquelyn Austin

Date: 07/07/2021

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:

We will have signs around the festival site encouraging social distancing. For the concert and live entertainment, we will have tables that people can sign up for to reserve their personal space. We will have hand sanitizer and gloves available for anyone that wishes to use them.

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:

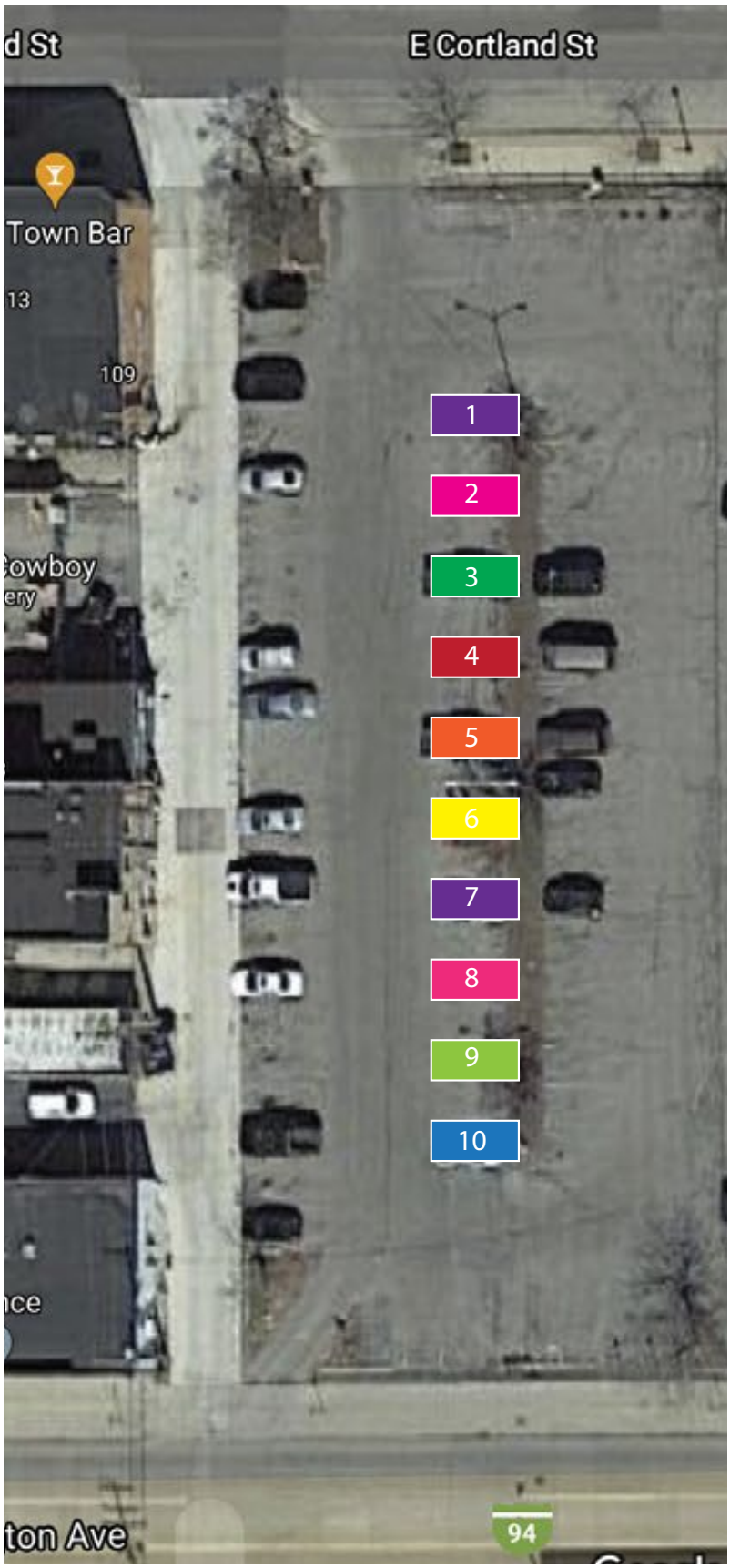
Sick volunteers and attendees will be asked to not attend. We will offer contact tracing through an online portal asking attendees to let us know they were on site in case notification is necessary. Our safety coordinator, Chelsea Dodge will be the first point of contact for any necessary notifications.

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

We will track count for any gatherings to ensure they stay under the state mandates at the time of the event. If necessary, we will adjust or cancel plans in accordance with state mandates.

Delivery
135
Beads To Live By
Bead store
Hydrant
Street Parking - Bleechers for Viewing
W Cortland St
E Cortland St
E Cortland St
Bathroom
Tent
Sidewalk & Street Parking - Mural Site
Jackson Coffee Co
Takeout
109
Town Ba
The Crazy Cowboy
Takeout · Delivery
Cand's BZB Cafe
Takeout
FarmSudz Jackson
Health and beauty shop
Ye Olde Skull Tattoo
Tattoo shop
Parking Spot Painting - See attached description
Picnic Tables & Bleechers
Food Vendors
STAGE
Electrical
Can the street lights in parking lot be turned off?
The Foundry
216
Shear Elegance
228
226
112
Street Closures for 09/16 - 09/18
School of Dance
102
130
S Mechanic St
Martin Luther King Jr Dr
Energy Plaz
E Washington Ave
94
BUS
127
133
200
218
220
214
234
100
300
148
152
138

Bright Spaces



Details:

• 10 parking spaces painted by 10 different artists living and/or working in Jackson County.

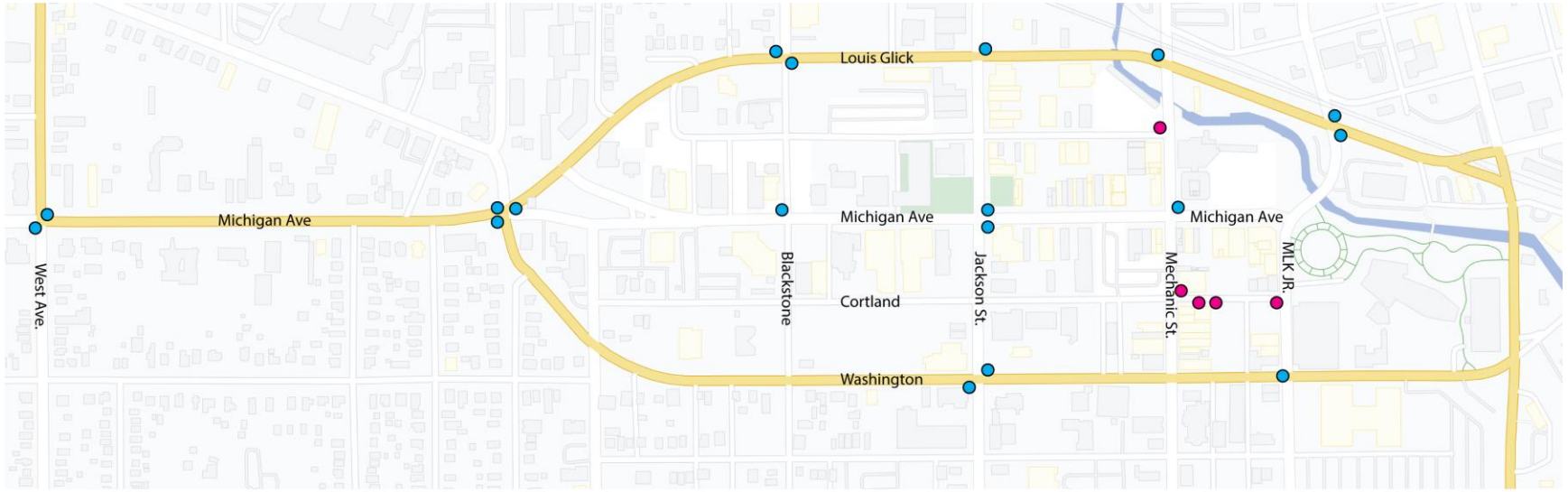
• Parking space surfaces will be prepared for painting on Thursday, Sept. 16.

• Artists will use exterior-grade vinyl paint.

• We understand these will not last forever.

• We will measure and create the canvases to the exact size of parking spaces, leaving one blank parking space in between each canvas.

• Bright Spaces will be painted in parking lot #9



Bright Walls Banner Installation – Downtown Jackson

- = vinyl banner wraping pole (like 2019)
  18 total

- = Additional street lamp banners (like current from 2019)
  5 additional

= vinyl banner wraping pole

= Additional street lamp banners

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

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Temporary Authorization Application

(Authorized by R 436.1023(2),(3), R 436.1403(2), R 436.1407, and R 436.1419)

*****This application, all required documents, and a $70.00 inspection fee must be submitted at least ten (10) days in advance of your event for your request to be considered by the Commission.*****

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): SC Enterprise Group, LLC (d/b/a The Foundry)		
Address: 216 S. Martin Luther King Jr. Dr.		
City: Jackson	Zip Code: 49201	
Contact name: Patrick Colligan	Phone: (517) 937-3468	Email: FoundryJackson@gmail.com

☒ $70.00 Inspection Fee - Make Check Payable to **State of Michigan** *MLCC Use - Fee Code 4037*

Part 2 - Temporary Authorizations Available

A licensee may request up to twelve (12) daily authorizations for each type of temporary authorization in a calendar year. A conditional licensee **is not** eligible for a temporary permit pursuant to MCL 436.1525(6). Select all that apply to this application:

☒ Temporary Outdoor Service Permit - Complete Parts 3, 8, and 9	☐ Temporary Extended Hours Permit - Complete Parts 6 and 9
☐ Temporary Dance Permit - Complete Parts 4 and 9	☐ Temporary Specific Purpose Permit - Complete Parts 7, 8, and 9
☐ Temporary Entertainment Permit - Complete Parts 5 and 9	

Part 3 - Temporary Outdoor Service Permit Information

A Temporary Outdoor Service Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. **The local law enforcement agency must complete Part 8 of this application.**

Date(s) of event: 9/16/21 - 9/18/21	Describe event: Outdoor entertainment in City-Owned parking lot outside my building.
Date(s) of event:	Describe event:
Date(s) of event:	Describe event:

1. Check below if the event(s) listed above will include any of the following:

☐ Dancing ☐ Contests ☐ Tournaments ☐ Classic Cars ☐ Motorcycles ☐ Concerts ☐ Festivals

2. List the exact dimensions of the proposed area: _____ (Width) feet X _____ (Length) feet = _____ square feet
Submit a diagram of the outdoor area with application*

3. Describe type and height of the barrier that will be used to enclose the area:

4. Will the proposed outdoor service area be connected to the licensed premises? ◉ Yes ○ No

If **No**, what is the distance from the licensed premises to the proposed area? _____ feet

5. Is the entrance/exit point(s) for the proposed area through the licensed premises? ○ Yes ◉ No

6. Are there any dedicated streets or intervening property between proposed area and the licensed premises? ○ Yes ◉ No

7. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:

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

Part 3 Continued - Temporary Outdoor Service Permit Information

8. Is the location of the proposed area owned, rented, or leased by the licensee? ○ Yes ◉ No

If **No**, submit a lease or written permission which grants the licensee the use of the proposed area.
Submit written permission from a city, township, or village if the proposed area is located on municipally-owned property*

9. Is the proposed area located in the same local governmental unit as the licensed premises? ◉ Yes ○ No

If **No**, please explain:

10. Does the licensee currently hold an Additional Bar Permit that will be utilized in the proposed area? ◉ Yes ○ No

If **No**, the licensee will be restricted to providing only table service in the proposed area unless a new Additional Bar Permit has been requested by the licensee and approved by the Commission. *This requirement applies only to Class C or B-Hotel licenses.*

Part 4 - Temporary Dance Permit Information

- Licensees that currently hold a Dance Permit at the licensed premises do not need to request a Temporary Dance Permit for dancing in a Temporary Outdoor Service area.
- The dance floor must be at least 100 square fee, be clearly marked, and shall not have tables, chairs, or other obstacles on the dance floor while customers are dancing.

1. List the dates requested for a Temporary Dance Permit:

Part 5 - Temporary Entertainment Permit Information

- Licensees that currently hold a Entertainment Permit at the licensed premises do not need to request a Temporary Entertainment Permit for entertainment in a Temporary Outdoor Service area.
- A Temporary Entertainment Permit does not allow for topless activity on the licensed premises.

1. List the dates requested for a Temporary Entertainment Permit:

2. Describe the type of entertainment provided:

3. Will the entertainment provided under the Temporary Entertainment Permit include a contest with prizes totalling over $250.00 in retail value? ○ Yes ○ No

If **Yes**, the licensee must complete Form LCC-207 and submit with this application.
No alcoholic beverages may be used as part of any contest or as a prize for a contest. No licensee may provide anything of value from another licensee without prior Commission approval.

Part 6 - Temporary Extended Hours Permit Information

- Licensees that currently hold an Extended Hours Permit in conjunction with a Dance or Entertainment Permit at the licensed premises do not need to request a Temporary Extended Hours Permit for use with a Temporary Outdoor Service area.

1. Select the permit type that requires a Temporary Extended Hours Permit*: ☐ Dance Permit ☐ Entertainment Permit

2. List the dates and hours requested for a Temporary Extended Hours Permit:

Part 7 - Temporary Specific Purpose Permit Informaton

- Licensees that currently hold a Specific Purpose Permit for an approved purpose at the licensed premises do not need to request a Temporary Specific Purpose Permit for the same purpose for use with a Temporary Outdoor Service Permit.
- A Temporary Specific Purpose Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. **The local law enforcement agency must complete Part 8 of this application.**

1. Indicate the activity that requires extended hours* (e.g. food service):

2. List the dates and hours requested for a Temporary Specific Purpose Permit:

***Hours of Operation**
Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.
Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.

Part 8 - Local Law Enforcement Recommendation for Temporary Outdoor Service Permit and Temporary Specific Purpose Permit
The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: Jackson City Police Department	
Address of law enforcement agency: 216 E. Washington Ave, Jackson, MI 49201	
Phone number of officer:	Email of officer:
I certify that I have reviewed this application and recommend the approval of the Temporary Outdoor Service Permit or Temporary Specific Purpose Permit by the Michigan Liquor Control Commission.	

Print Name & Title of Reviewing Officer:	Signature of Reviewing Officer	Date

Part 9 - Signature of Licensee

If approved, the license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

If approved, the licensee shall provide service of alcoholic beverages in the outdoor area only by wait staff servicing the tables, unless the licensee uses an approved additional bar in the area where customers may obtain their alcoholic beverages from a bartender using a currently authorized additional bar or receiving approval by the Commission for a new Additional Bar Permit. *This requirement applies only to Class C or B-Hotel licenses.*

Refrigeration trucks and/or trailers cannot include an alcoholic beverage logo and must be rented by the licensee from a non-wholesale company. If the refrigeration truck/trailer allows customer access to obtain alcoholic beverages, an Additional Bar Permit must be obtained unless an existing Additional Bar Permit will be utilized.

Pursuant to MCL 436.1525(6), a conditional license must only include any existing permits and approvals held in connection with the seller's existing license. A conditional licensee **is not** eligible for a temporary permit pursuant to MCL 436.1525(6).

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Submit this application, all required documents, and a $70.00 inspection fee at least ten (10) days in advance of your event for your request to be considered by the Commission. Make check payable to State of Michigan.

Patrick Colligan (Member/Owner)		8/9/2021
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-284-8557

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

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: August 10, 2021

SUBJECT: Special Event Application: Quest Southeast Jackson Lion's Club Celebration of Life

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Recommendation:

Approve a request from the Quest Southeast Jackson Lion's Club to host their Celebration of Life on September 11, 2021 in Horace Blackman Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Quest Southeast Jackson Lion's Club Celebration of Life.

I recommend approval of the special event application for the Quest Southeast Jackson Lion's Club Celebration of Life. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 10, 2021

RECOMMENDATION: Approve a request from the Quest Southeast Jackson Lion's Club to host their Celebration of Life on September 11, 2021 in Horace Blackman Park.

SUMMARY: A community celebration and citywide memorial in recognition of the Covid-19 pandemic.

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		$100.00
		TOTAL	***$100.00***

CONDITIONS & CONSIDERATIONS

Use of Hayes Court, electricity

INSURANCE STATUS

Current and on file with the City Attorney

ATTACHMENTS: Special Event Application: Quest Southeast Jackson Lion's Club Celebration of Life

JACKSON
Founded 1829

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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be 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.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Quest South East Jackson Lions Club		
Address: C/O 905 S. Dorham		Phone: (517) 914-9600
Tax ID#:	Website:	
Contact Name: L. Shack-Seals	Phone: (517) 914-9600	Email: Louvenia@ameritech.net
Contact Name: LaWanna Brown	Phone: (720) 335-2044	Email: lk_brown8@msn.com
Contact Name During Event: LaWanna Brown		Phone: (720) 335-2044

Event Information

Event Name: City-Wide Memorial/Celebration of Life

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
9/11 or 9/12, 2021	10am-(2hrs)	12 pm	5 pm	2 hrs 7 pm

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

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

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

☐Walk/Run ☐Festival ☐March/Parade ☒Other: Memorial - Balloon Lighting

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: Rotunda @ Ella Sharp Park (2nd Choice)

☐ 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.

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

Street Name: Hayes Court Cross Streets Michigan + Pearl

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: Basic PA System Plug

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: _____

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

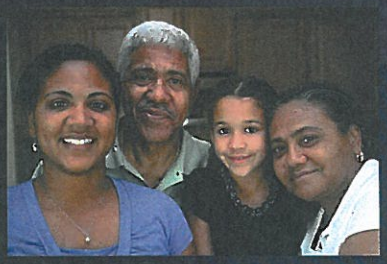
COVID-19 HAS BEEN TOUGH ON ALL OF US,
COME JOIN US IN RECOGNIZING THOSE
THAT WE COULDN T PROPERLY ACKNOWLEDGE
DUE TO COVID RESTRICTIONS IN THE PAST...

Quest South East Jackson Lions Club

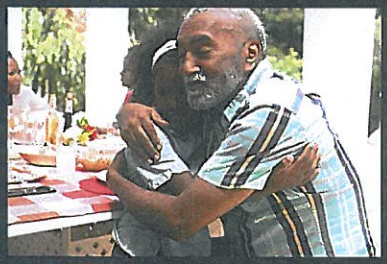
PRESENTS THE

A POST-COVID COMMUNITY CELEBRATION

CELEBRATION OF LIFE



*Heavenly Bubble Release
*Candle-lighting
*Singing
*Vendors
*Speakers



SATURDAY, SEPTEMBER 11, 2021
12:00 NOON UNTIL 6:00PM
BLACKMAN PARK, 212 W.MICHIGAN AVE

For Memorial Information: Contact Lawanna Brown at 720-335-2044
For Vendor Information email : dorothyjohnson1068@gmail.com

NOTICE: DUE TO LIMITED SPACE, WE ARE ACCEPTING THE FIRST 20 VENDORS ON A 1ST-COME/1ST-SERVE BASIS.

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:

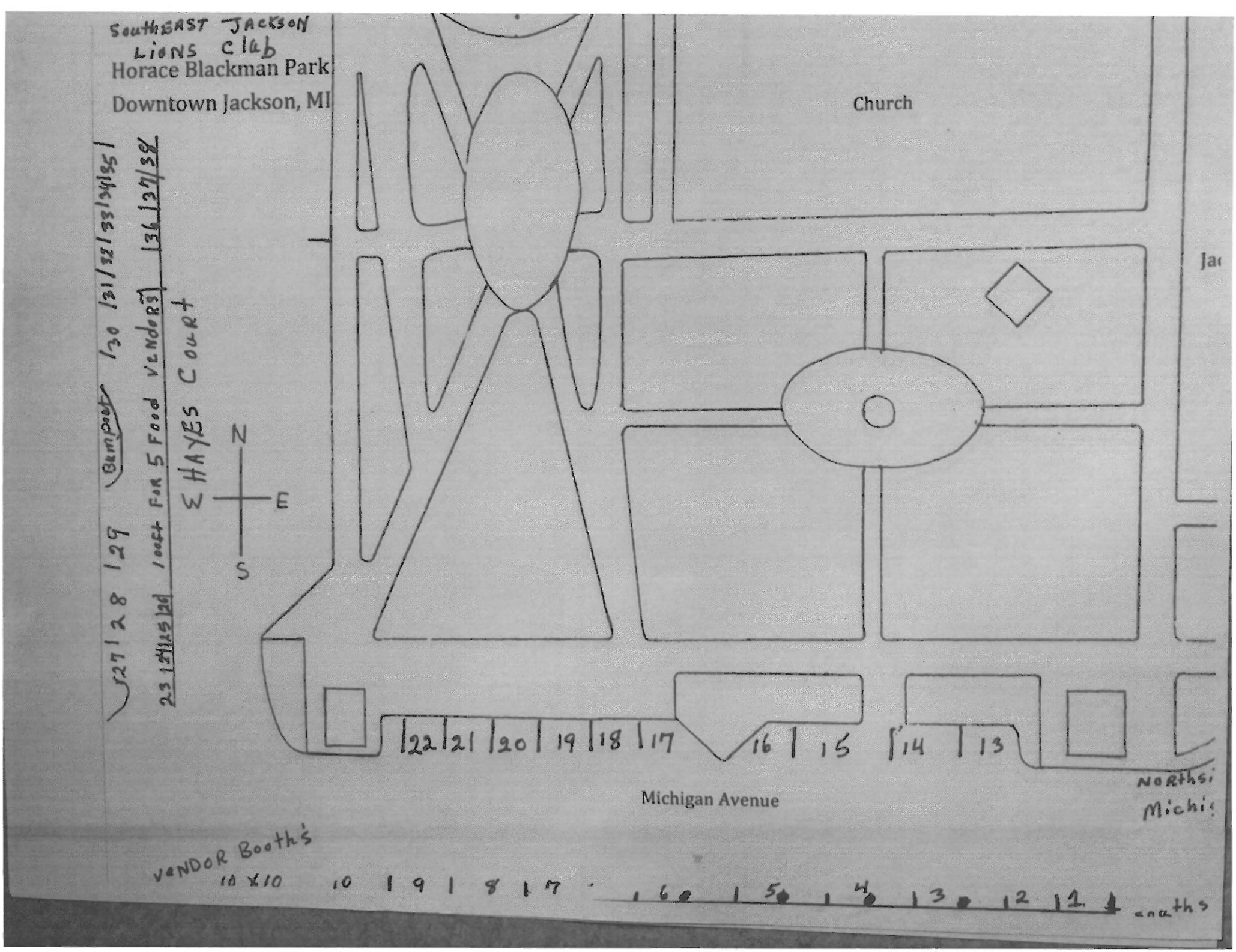
Social distancing, hand sanitizer will be able, mask if not vaccinated

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

Attendees with illnesses must leave.

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

Will adhere to all mandates federal, state + local.


SouthEAST JACKSON
LIONS club
Horace Blackman Park
Downtown Jackson, MI
Church
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Bumpout
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127 128 129
E HAYES Court
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VENDOR Booths
10 X10
10 9 8 7 6 5 4 3 2 1
Southbo

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2021

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

DSP Insurance
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173

CONTACT NAME: John Adams
PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186
E-MAIL ADDRESS: lionsclubs@dspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Quest Southeast Jackson Lions Club
Jackson, Michigan

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			HDOG71445999	09/01/2020	09/01/2021	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Agg. Per Named Insured						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] is $2,000,000						GENERAL AGGREGATE	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			ISAH25314141	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Celebration of Life, 9/11/21

*** City of Jackson ***

is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

City of Jackson Attn: Cory Mays
161 W. Michigan
Jackson, Michigan 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: August 10, 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. The ordinance packet was postponed at the July 13, 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 10th day of August, 2021 and a summary was published on August 15, 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.

45. 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.

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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 10th day of August, 2021 and a summary was published on August 15, 2021.

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Andrea Muray, City Clerk

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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 10th day of August, 2021 and a summary was published on August 15, 2021.

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Andrea Muray, City Clerk

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Derek J. Dobies, Mayor

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: August 10, 2021

SUBJECT: Second Reading and Adoption of the Ordinance No. 510

Recommendation:

Adopt Ordinance No. 510, an ordinance to establish compensation rates for administrative and supervisory employees of the City of Jackson.

Attached is Ordinance No. 510. Ordinance No. 510 was considered for approval and moved to a 2nd reading by the Council at the July 13, 2021 City Council meeting.

Your consideration and concurrence is appreciated.

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. 510

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.

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The foregoing Ordinance No. 510 was adopted by the Jackson City Council on August 10, 2021 and a summary was published on August 15, 2021.

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Derek J. Dobies, Mayor

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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: August 10, 2021

SUBJECT: Second reading and final adoption of an ordinance amending the zoning regulations for self-service storage units.

Recommendation:

Adopt an ordinance amending the zoning regulations for self-service storage units.

Attached is Ordinance No. 2021-08. The ordinance amendment was recommended by the Planning Commission and was moved to a 2nd reading by the Council at the July 13, 2021 City Council meeting.

Your consideration and concurrence is appreciated.

ORDINANCE NO. 2021-08
An Ordinance to amend, Section 28-71, of Chapter 28, of the Code of Ordinances of the City of Jackson

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose. To modify zoning regulations for Self- Service Storage Units.

Section 2. That Section 28-71 of Chapter 28, of the Code of Ordinances, City of Jackson, Michigan, be and the same hereby is, amended by changing the use district required by said Section and said Chapter, and incorporated therein by reference as follows:

Sec. 28-71. Permitted and conditional uses.

The following uses are permitted (P), or conditional (C) within the zoning districts. Conditional uses require approval by the planning commission according to the procedures of section 28-147.

		Zoning Districts											
		R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
(1)	Adult entertainment enterprises provided that such uses shall not be located within one thousand (1,000) feet of any other adult entertainment enterprise measured from property line to property line, and such uses shall not be located within seven hundred fifty (750) feet of a church, park, playground or school, or within seven hundred fifty (750) feet of any R-1, R-2, R-3, R-4, R-5, R-6, or PR-1 zoning district measured from property line to property line. Not more than one (1) adult entertainment enterprise shall be located in the same building, structure or portion thereof.												P
(2)	Ambulance service									P	P		
(3)	Animal hospital, veterinary clinic or kennel, not to include any outdoor exercise runway, provided any structure used for such purposes shall be at least one hundred (100) feet from any R district										P		
(4)	Antique store								P	P	P		
(5)	Apparel and accessories store							P	P	P	P		
(6)	Appliance (household) store								P	P	P		
(7)	Arcade								P	P	P		
(8)	Auto washing stations								C	C	C	C	C
(9)	Automobile parts store								P	P	P		
(10)	Automobile repair—Major										P	P	P
(11)	Automobile repair—Minor								C	C	P		
(12)	Automobile service station (See "Supplemental Regulations)							C	C	C	C	P	P

(13)	Automobile truck and trailer display and sales. Sales lots, which includes the entire outdoor display area and any associated structures, shall not be within fifty (50) feet of any R district								C	C	P	P	
(14)	Automobile wrecking and salvage yard												C
(15)	Bag, carpet and rug cleaning, provided dust is effectively controlled										P	P	
(16)	Bakery (limited in quantity to goods sold retail on premises)							P	P	P	P		
(17)	Bakery (wholesale)									P	P	P	
(18)	Banks, loan and finance offices including drive through facilities				P			P	P	P	P	P	P
(19)	Barbershops, beauty shops, tanning salons and other similar personal grooming services				P			P	P	P	P		
(20)	Bed and breakfast, tourist homes				P			P	P				
(21)	Bicycle shop								P	P	P		
(22)	Billboards (subject to the provisions in section 28-253(b) and section 28-145(d)(13))												C
(23)	Boat display, hire, sales, and repair											C	
(24)	Bookstore								P	P	P		
(25)	Bottling or distribution of soft drinks and milk, provided a building used for such processing and distribution shall be at least one hundred (100) feet from any R district										P	P	
(26)	Bowling alleys, skating rinks, dance clubs, pool halls, indoor athletic and exercise facilities and other similar indoor recreation provided a building used for such purpose shall be at least one hundred (100) feet from any R district									P	P		
(27)	Building materials sales yard and supply store										P	P	P
(28)	Building materials salvage yard												C
(29)	Business or trade schools									P	P		
(30)	Bus stations									P	P		
(31)	Cabinet fabrication and sales								C	P	P		
(32)	Camera and photographic equipment supply store									P	P		
(33)	Candy, ice cream and other confectionery stores (production is limited in quantity to goods retailed on the premises)							P	P	P	P		
(34)	Candy, ice cream and other confectionery—Wholesale									P	P	P	
(35)	Cemetery; adjacent to an existing cemetery	P	P										
(36)	Churches, synagogues, temples and associated buildings, but not including elementary or secondary school buildings	C	C	C	C	C	C	C	C	C	C		
(37)	Cleaning or dyeing plants, commercial laundries											P	
(38)	Clinic—Dental or medical				P			P	P	P	P		
(39)	Clothing store							P	P	P	P		

(40)	Crating and packing services when conducted within a completely enclosed building									P	P		
(41)	Cold storage plants											P	
(42)	a.	Contractor yards for vehicles, equipment, materials, supplies but excluding asphalt and cement mixing										P	P
	b.	Contractor offices with the incidental storage of parts, equipment and vehicles								C		P	P	P
(43)	Convenience store								C	C	C	C		
(44)	Day care facility													
	a.	Family day care home	P	P	P	P	P	P						
	b.	Group day care home (must be located in a single-family dwelling with a minimum lot size of seven thousand five hundred (7,500) square feet)	P	P	P	P	P	P						
	c.	Child care center	C	C	C	C	C	C	C	C	C	C		
(45)	Delicatessen								P	P	P	P		
(46)	Department store										P	P		
(47)	Diaper, linen and towel supply service										P	P		
(48)	Drapery, curtain shop									P	P	P		
(49)	Drugstore								P	P	P	P		
(50)	Dry cleaners, custom and self-service								P	P	P	P		
(51)	Dwelling													
	a.	One-family detached	P	P	P	P	P	P						
	b.	Two-family		P	P	P		P						
	c.	Multiple-family			P	P								
	d.	Conversion of one- and/or two-family residences into multiple-family dwelling units, provided these conform with the lot area and yard requirements prescribed for multiple-family dwellings in this chapter			P	P								
	e.	Permitted in buildings of two (2) stories in height or greater, provided that no dwelling unit shall occupy any portion of the building at ground level							P	P	P	P		
	f.	Watchman or caretaker residence, secondary to a primary use permitted in this district											P	P
(52)	Egg and poultry store, with no slaughtering, eviscerating or dressing of poultry conducted outside of an enclosed structure											P		
(53)	Electrical equipment and motor assembly												P	
(54)	Electrical supplies, wholesale and storage											P		
(55)	Experimental laboratory												P	
(56)	Exterminator service											P		
(57)	Factory and mill supplies											P	P	
(58)	Feed and fertilizer, sales and storage											P	P	
(59)	Florist—Gift shop									P	P	P		

(60)	Fraternity or sorority house and college-owned dormitories				P								
(61)	Fruit, vegetable, fish and poultry wholesale market										P		
(62)	Funeral home				C				P	P	P		
(63)	Furniture store								P	P	P		
(64)	Garden and lawn supplies store										P		
(65)	Gas station with or without a mini-mart								C	C	C	C	C
(66)	Gift, novelty and souvenir store								P	P	P		
(67)	Greenhouse and nursery										P		
(68)	Grocery store, supermarket and meat market							P	P	P	P		
(69)	Grocers' wholesale supply										P		
(70)	Hardware store							P	P	P	P		
(71)	Headquarters for religious, philanthropic and charitable organizations				P				P	P	P		
(72)	Hearing aid store									P	P		
(73)	Helicopter landing pad				C						C		
(74)	Home occupations, provided all the conditions in the supplemental regulations are met	C	C	C	C	C	C						
(75)	Hospitals, sanitariums and other institutions for human care				C								
(76)	Hotels and motels									P	P		
(77)	Incinerators, or reduction of garbage, refuse, bones, offal or dead animals												C
(78)	Institution for children or the aged, but not including penal or correctional institution				C								
(79)	Interior decorator, including sales									P	P		
(80)	Jewelry store								P	P	P		
(81)	Jukebox and vending machine service and distribution										P		
(82)	Junkyard												C
(83)	Laboratory, dental or medical				C					P	P		
(84)	Landing field for aircraft (service buildings must be five hundred (500) feet from any R district)											P	
(85)	Laundry, custom and self-service							P	P	P	P		
(86)	Library, public	C	C	C	C	C	C	P	P	P	P		
(87)	Liquor and wine and malt beverage packaging and distribution										P	P	
(88)	Liquor store (sale by package only)							C	C	C	C		
(89)	Luggage shop									P	P		
(90)	Lumberyard, retail, including only incidental mill work in an enclosed building										P	P	
(91)	Machinery sales, farm or industrial, provided yards shall be enclosed											P	P
(92)	Mail order warehouse									P	P		
(93)	Manufacturing or processing, limited to the following products: Beverage bottling (nonalcoholic); coffee roasting; cosmetics; electrical/electronic											P	

	equipment; engraving; fishing tackle; home/office furniture/furnishings; instruments (e.g. dental, drafting, musical, surgical); mattresses; paper products; pharmaceuticals; products from purchased plastic, shell, cellophane, glass, rubber and precious or semiprecious metals and stones; radar equip.; radios; surgical supports (e.g. braces, trusses, elastic hosiery); televisions; windows/doors													
(94)	Manufacturing or processing of any of the following:													P
	a.	Abrasives, acid, alcohol, ammonia, asbestos, bone black, carbon black, lamp black, brick, clay, tile, charcoal and coke;												
	b.	Chemicals, cinder block, detergents, soaps and by-products;												
	c.	Fungicides and insecticides;												
	d.	Gases, glue, or gelatin;												
	e.	Grain milling and mixing;												
	f.	Graphite, insulation, metals, ingots, castings, sheets, bars or roads;												
	g.	Metal plating;												
	h.	Oils and fats, animal or vegetable;												
	i.	Paints, pigments, enamels, japans, lacquer, varnishes and wood fillers;												
	j.	Paper pulp and cellulose; paraffin, wax and wax products;												
	k.	Plastics, rubber and rubber products;												
	l.	Sauerkraut, vinegar and yeast;												
	m.	Viruses, toxins and serums												
(95)	Manufacturing or processing of alkali, asphalt, cement, concrete, fertilizer, gravel, rock, gypsum and other forms of plaster base													C
(96)	Medical and adult use marihuana facilities:													
	a.	Grower with or without a colocated processing facility in accordance with Sec. 28-140 of the Code.											P	P
	b.	Registered primary caregiver in accordance with MMMA and Chapter 16.	P	P	P	P	P	P	P	P	P	P	P	P
	c.	Retail or provisioning center facility in accordance with Sec. 28-140 of the Code.									P	P	P	P
	d.	Secure transporter facility in accordance with Sec. 28-140 of the Code.											P	P
	e.	Safety compliance facility in accordance with Sec. 28-140 of the Code.										P	P	P
	f.	Microbusiness in accordance with Sec. 28-140 of the Code.											P	P
(97)	Metal working (excluding presses of over twenty (20) tons and machine-operated drop hammers)												P	

(98)	Mobile home park					P								
(99)	Mobile home subdivision					P								P
(100)	Monument works provided cutting operations are conducted within a completely enclosed building										P			
(101)	Motorcycle sales and service											P		
(102)	Moving and storage companies										P	P		
(103)	Museum, public	C	C	C	C	C	C	P	P	P	P			
(104)	Music store								P	P	P			
(105)	Newspaper publishing									P	P			
(106)	Newsstand									P	P			
(107)	Office													
	a. Designed to attract and serve customers on the premises;				P			P	P	P	P	P		
	b. Designed to attract little or no customer or client traffic. Limited to the conversion of residences or to new construction of residences or to new construction on vacant lots zoned R-6 at the date of adoption of this ordinance [chapter]						P							
(108)	Office supply store including sales of business machines								P	P	P			
(109)	Optician and optometrist shops									P	P			
(110)	Ornamental iron work and fence service										P			
(111)	Outdoor advertising service, including construction and storage of materials and equipment										P			
(112)	Paint and wallpaper store								P	P	P			
(113)	Park and/or playground, public	C	C	C	C	C	C	C	C	C	C	C	C	
(114)	Parking and storage yards for motor vehicles and/or transport equipment (must be at least two hundred (200) feet from any R district)											P		
(115)	Parking lots and/or structures either public or privately owned or operated, subject to provisions of sections 28-100 and 28-145(d)(12)			C	C			P	P	P	P			
(116)	Pattern making with light weight nonferrous metal										P			
(117)	Pet store and supplies									P	P			
(118)	Pet grooming services				P			P	P	P	P			
(119)	Pharmacy, as an accessory use located in the same structure as a medical or dental office or clinic				C									
(120)	Photocopying services							C	P	P	P			
(121)	Photographic studio								P	P	P			
(122)	Planned building group shopping centers (see supplemental regulations)							P	P	P	P			
(123)	Planned unit residential development (see supplemental regulations)	P	P	P	P	P	P							
(124)	Plumbing, heating store								P	P	P			

(125)	Plumbing, heating, and sheet metal shops (including punching or material of one-eighth inch or less in thickness)										P	P	
(126)	Pressing, altering, and repairing of wearing apparel							P	P	P	P		
(127)	Printing and publishing, including related processes								P	P	P		
(128)	Public utilities offices and salesrooms									P	P		
(129)	Public utility material storage and service yard										P	P	
(130)	Radiator repair shop										P		
(131)	Radio and television broadcasting studios												
	a. With transmitter									P	P	P	P
	b. Without transmitter								C	P	P	P	P
(132)	Recycling collection centers							C	C	C	C	C	C
(133)	Rehabilitation center for handicapped persons				C								
(134)	Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses	C	C	C	C	C	C	P	P	P	P		
(135)	Repair, rental and servicing of any product the sale of which product is a Use by Right permitted in the same district							P	P	P	P		
(136)	Resale shops, used clothing and furniture (permanent and fully contained within a structure)							P	P	P	P		
(136a)	Resale shops for used furniture (permanent and fully contained within a structure)									P	P		
(137)	Restaurant, including eat-in and carry-out, and including bars and cocktail lounges							P	P	P	P	P	P
(138)	Rooming house, boarding house			P	P								
(139)	Schools (elementary, secondary and college levels for academic instruction)	C	C	C	C	C	C	C	C	C	C		
(140)	Shoe store, sales and repair								P	P	P		
(141)	Sign painting shops									P	P		
(142)	Skating rinks									P	P		
(143)	Social, fraternal clubs, union halls, lodges and similar uses								P	P	P	P	
(144)	Special tools and gauges, checking and service										P		
(145)	Special trades contractors											P	
(146)	Sporting goods store								P	P	P		
(147)	Stockyards, livestock auction yard												C
(148)	Storage												
	a. Bulk storage of explosives												C
	b. Flammable liquids three thousand (3,000) gallons or more, if stored aboveground, shall be at least one hundred (100) feet												C

		away from all boundary lines of the premises												
	c.	Liquid petroleum gas five hundred (500) gallons or more, if stored aboveground, shall be at least fifty (50) feet away from all boundary lines of the premises												C
	d.	Self-service storage facilities (a building or group of buildings used exclusively as a storage facility for residential goods and available for rent with individual leases for portions of the facility)											C	C
(149)	Studio, school or similar facility for professional work or instruction of any form of fine arts, ceramics, crafts, music, drama, dance and other similar activities. The incidental provision of such instruction in a single family residence will be considered a home occupation (see subsection (74)).					C			P	P	P	P		
(150)	Surgical supplies store										P	P		
(151)	Taxi stands										P	P		
(152)	Telephone exchange										P	P		
(153)	Theaters and theatrical studios										P	P		
(154)	Tire and battery shops including recapping and rebuilding											P		
(155)	Toy store									P	P	P		
(156)	Travel agencies					P				P	P	P		
(157)	Truck repair and service												P	P
(158)	Trucking freight terminal and yards													P
(159)	Trucking terminal, intercity											P		
(160)	Variety and notions store									P	P	P		
(161)	Wall and floor coverings stores									P	P	P		
(162)	Welding shop											P	P	
(163)	Wholesale and warehousing of any commodity permitted to be made or processed in the same district										P	P	P	P
(164)	Work release (halfway) house (see additional development requirements in section 28-140)											P		P
(165)	Accessory nonresidential uses and structures not otherwise prohibited, customarily accessory and incidental to any use by right								C	C	C	C	C	C
(166)	Any residential accessory use or structure clearly incidental and customary to the operation of the uses by right (such as a garage) when located on the same property	P	P	P	P	P	P	P/ C*						
(167)	Legal nonconformities	C	C	C	C	C	C	C	C	C	C	C	C	C

*Permitted by right for residential uses and conditional for nonresidential uses.

Section 3. Effective date.

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

The foregoing Ordinance 2021-08 was adopted by the Jackson City Council on the 10th day of August, 2021 and a summary was published on August 15, 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: August 10, 2021

SUBJECT: Approve the sale of City Owned property located at 333 W. Morrell Street

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Recommendation: Approve the sale of City owned property located at 333 W. Morrell Street to adjacent property owner Ollie L. Wilkie, Jr. 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: August 10, 2021

RECOMMENDATION: Approve the sale of City owned property located at 333 W. Morrell Street to adjoining property owner, Ollie L. Wilkie, Jr., 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 333 W. Morrell Street to adjacent property owner Ollie L. Wilkie, Jr.

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Ollie L. Wilkie, Jr. and the City of Jackson. Mr. Wilkie would like to purchase the vacant lot at 333 W. Morrell Street to eliminate a land-lock situation with his property located at 341 W. Morrell Street. City staff is proposing for the Council to sell the vacant lot subject to a Development Agreement.

If Mr. Wilkie 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 333 W. Morrell Street to adjoining property owner Ollie L. Wilkie, Jr.

ATTACHMENTS

- 333 W. Morrell Street Purchase Packet

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 Ollie L. Wilkie, Jr., whose address is 917 First Street, Jackson, MI 49203 and referred to as "Developer" ("Developer"),

WITNESSETH:

WHEREAS, The City is the owner of real property in the City of Jackson commonly known as 333 W. Morrell Street, Jackson, MI 49203, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Property"; and

WHEREAS, Developer owns the neighboring property located at 341 W. Morrell Street, Jackson, MI 49203, which Developer uses as a commercial property; and

WHEREAS, Developer desires to purchase the Property from the City to eliminate a land-locked situation with his parcel at 341 W. Morrell Street; 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, this Agreement is being entered into between the parties to transfer the Property and establish requirements on Developer to maintain the Property in compliance with the City's Code. This Agreement establishes that Developer will release his or her rights and transfer the Property back to the City in accordance with the terms of this Agreement if the Developer defaults and fails to cure the default.

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. City agrees to sell and Developer agrees to purchase the Property subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No earnest money shall be required, however all taxes, assessments, fees and prorated items shall be paid in full prior to closing. No objections to the marketability of the Property may be by Developer after the execution of this Agreement. Upon execution of the Property Transfer and Development Agreement by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.

3. CLOSING. The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.

4. POSSESSION. Developer shall be entitled to possession of the Property upon the close of the sale.

5. TAXES, FEES AND PRORATED ITEMS. Developer shall be responsible for any and all taxes and assessments owing on the property as of the date of the execution of this Agreement, as well as any fees that are a result of the transfer of the Property to the Developer.

6. CONDITION OF THE PROPERTY. Developer acknowledges and agrees that the Property is being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Property. 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 acknowledges receipt of this form and certifies its accuracy prior to closing.

7. COMBINATION OF PROPERTY WITH NEIGHBORING PROPERTY. After the closing, the Developer must apply for a combination of the Property at 333 W. Morrell Street with the Developer's neighboring property at 341 W. Morrell Street. If the combination is not approved by December 31, 2021, the Developer must quit claim the Property back to the City.

8. IMPROVEMENTS BY DEVELOPER. Developer shall be required to make the improvements contained in Exhibit C by the date(s) listed on Exhibit C. In addition, should Developer wish to make improvements to the Property over and above those required in this Agreement, 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.

9. TAXES. Developer will pay all City property taxes and assessments on time during the term of this Agreement.

10. REVERSION OF PROPERTY TO THE CITY. The Property shall revert back to the City of Jackson by way of a Quit Claim deed signed by the Developer to the City if any of the following occurs:

(a). Developer fails to pay property taxes or assessments when due and remains past due for ninety (90) days or more;

(b). Developer fails to complete the improvements in Exhibit C by the deadlines contained in Exhibit C. The City shall provide written notice of the default to the Developer and shall provide thirty (30) days for Developer to cure the default(s) prior to reversion of the Property to the City;

(c). Developer fails to abide by the City of Jackson's Code of Ordinances, and be found responsible for violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City; Or

(d). Developer uses the Property, for any length of time, for any use other than commercial.

If the Property reverts back to the City, Developer shall pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

11. FINANCIAL ABILITY. Developer acknowledges that he or she has 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.

12. INSPECTIONS. The Developer must permit inspections of the Property as requested by the City to monitor compliance with this Agreement, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

13. RISK OF LOSS. The risk of loss of the Property shall remain with the City until the title is transferred to the Developer. If the Property is substantially damaged by fire or other casualty prior to the transfer to Developer, then Developer shall have the option to void this Agreement.

14. BROKERS. City and Developer agree that no broker, sales agents or other persons shall be entitled to a commission from the City in relation to the sale of the Property.

15. 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.

16. 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.

17. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written consent of both parties.

18. 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 by first class mail 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 Attorney's Office 161 West Michigan Avenue Jackson, MI 49201 Attention: City Attorney
If to Developer, to:	Ollie L. Wilkie, Jr. 917 First Street Jackson, MI 49203

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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

By: _____
City Manager, Jonathan Greene

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Jonathan Greene, City Manager on behalf of the City of Jackson.

_____
Notary Public
_____County, Michigan
My commission expires: _____

DEVELOPER

By: _____
Ollie L. Wilkie, Jr.

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Ollie L. Wilkie, Jr.

_____
Notary Public
_____County, Michigan
My commission expires: _____

EXHIBIT A – DESCRIPTION OF REAL PROPERTY

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

LOT 8 BLK 7 HARWOOD'S ADD

Parcel Identification: 4-119700000

Commonly known as: 333 W. Morrell Street, Jackson, MI 49203.

EXHIBIT B – LEAD BASED PAINT DISCLOSURE

EXHIBIT C – SPECIFIC IMPROVEMENTS TO BE MADE TO THE PROPERTY

-None-

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Director of Police and Fire Services EH

DATE: August 10, 2021

RECOMMENDATION: Authorize City Manager to sign Memorandum of Understanding

SUMMARY

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of $47,998. One of the JAG requirements is that the City and County sign a Memorandum of Understanding identifying the grant fiscal agent and the allocation of funds. It was agreed the City will continue to be the fiscal agent for the grant.

BUDGETARY CONSIDERATIONS

If approved, the Jackson Police Department will receive $30,600 and will use the money to purchase a license plate reading system to assist with locating stolen vehicles and identifying vehicles used in the commission of crimes.

The Jackson County Sheriff's Department will receive $17,398 and will use their funds to purchase new body armor for their sworn employees.

HISTORY, BACKGROUND and DISCUSSION

Each year, the City of Jackson and/or Jackson County receive JAG funds in order to purchase equipment. In recent fiscal years, grant funds were used to purchase lights for duty weapons, to purchase a new K9 and associated equipment and training, and to upgrade the indoor firearms range at the police department.

DISCUSSION OF THE ISSUE

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases. Both the City's and County's projects fall within these guidelines.

POSITIONS

A Public Hearing has been requested for the September 14, 2021, City Council meeting. After the Hearing, I recommend signing the MOU with Jackson County.

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: August 10, 2021

SUBJECT: Memorandum of Understanding for Justice Assistance Grant

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Recommendation:

Authorize the signing of the Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use $47,998, of which $30,600 in FY2021 JAG funds is for the City's purchase of a license plate reading system, and $17,398 is for the County's purchase of body armor for their sworn employees.

Attached is a memorandum from Director Elmer Hitt regarding the necessity of the Memorandum of Understanding.

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

The State of Michigan
County of Jackson **Known By All These Present**

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MICHIGAN AND THE COUNTY OF JACKSON, MICHIGAN

2021 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of _____, 2021 by and between the COUNTY of Jackson, acting by and through its Administrator, Michael Overton, hereinafter referred to as COUNTY and the CITY of Jackson, acting by and through its City Manager, Jonathan Greene, hereinafter referred to as CITY, both of Jackson County, State of Michigan, witnesseth:

WHEREAS, the City of Jackson and Jackson County have been notified of their joint eligibility to receive $47,998 in Justice Assistance Grant funds through the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, JAG guidelines require that jurisdictions identify a fiscal agent that will submit a joint application for the total eligible allocation. Both jurisdictions agree that the CITY will apply for and serve as the fiscal agent for the 2021 Edward Byrne Justice Assistance Grant award of $47,998.

NOW, THEREFORE, the CITY and COUNTY agree as follows: The City will utilize their portion, $30,600 for the purchase of license plate readers for traffic enforcement. The County will use their portion, $17,398 for body armor for Sheriff's Department sworn employees.

CITY of Jackson, Michigan

_____
Jonathan Greene, City Manager

_____
Date

COUNTY of Jackson, Michigan

_____
Michael Overton, Administrator

_____
Date

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood & Economic Operations

DATE: August 10, 2021

RECOMMENDATION: Waive the Local Emergency Hazard Rehabilitation Loan Limit of $25,000 and Award an Emergency Hazard Rehabilitation Contract in the Amount of $37,980 to Tri County Home Improvements ($22,680) and FEB Enterprises ($15,300) for 948 Chittock Ave.

SUMMARY

Waive the local Emergency Hazard Rehabilitation Loan limit of $25,000 and award an emergency hazard contract in the amount of $37,980 to Tri County Home Improvements in the amount of $22,680.00 for emergency roof & gutter replacement, and to FEB Enterprises in the amount of $15,300.00 for the replacement of the boiler system and hot water heater which have outlived their effective use at 948 Chittock Ave.

BUDGETARY CONSIDERATIONS

The 2020 Housing Rehabilitation Policy and Procedure Manual, as amended, places a maximum loan amount to correct eligible non-lead emergency hazard improvements at $25,000. The repayable amount is based on the homeowner's area median income with low monthly payments over 5 years; the deferred amount is forgiven 1/5th annually provided the homeowner remains current on their monthly payments and continues to meet all other program requirements.

HISTORY, BACKGROUND and DISCUSSION

On June 11, 2021 the homeowner submitted an application for financial assistance. Upon reviewing the application on June 21, 2021 it was determined the homeowner qualified for a Major Component Loan. A pre-project inspection was conducted on June 24, 2021 with our Rehabilitation Specialist taking photos of the dilapidating roof and furnace that were found to be clearly past their effective useful life.

Two bids were received on July 22, 2021 for both the roof system, and the new boiler/hot water heater. Both bid tabulations are attached to this memorandum, with projects cost of $22,680 and $15,300 respectfully.

The homeowner has been pre-qualified to receive a CDBG emergency hazard rehabilitation loan for the completion of this project. As noted above, the emergency hazard rehabilitation cost for this project is $37,980.00, which is $12,980 above the maximum loan prescribed by local policy. The homeowner will be required to repay 10% of $37,980 of the project loan cost ($3,798) with a minimum payment of $63.30 per month for 5 years.

DISCUSSION OF THE ISSUE

The homeowner is a 60 year old male whose only income comes from SSI/Disability. Since turning in his application on June 11, the roof system of his 1920 home has further deteriorated and is now leaking water into the 2nd story bedrooms, making this project an "emergency hazard" versus a "major component" project. The homeowner has begun making progress to beautify his home, make it more energy efficient, and in the past has tried temporary "fixes" on his boiler himself due to his limited resources.

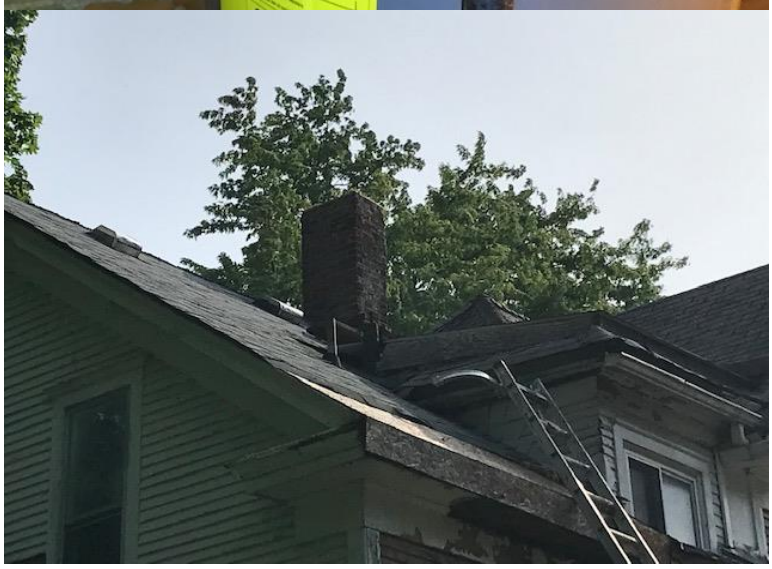
Approving this loan meets the intent of CDBG to assist the most vulnerable of the City's residents and will ensure the safety and well-being of this homeowner before the onset of the cold winter months.

POSITIONS

Requested action is for City Council to waive the local rehabilitation loan limit of $25,000 and award an emergency hazard rehabilitation contract in the amount of $22,680 to Tri County Home Improvements and $15,300 to FEB Enterprises for 948 Chittock Ave.

ATTACHMENTS

- Bid Tabulations with Scope of Work
  - Roof System
  - Boiler and Water Heater
- Photos



948 Chittock St.

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: August 10, 2021

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

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Recommendation:

Approve the Consultant Services Agreement with Guidehouse Inc. to assist in accessing and guiding appropriate uses of the American Rescue Plan – Coronavirus Local Fiscal Recovery Funds and authorize the City Manager to execute the appropriate documents.

I recommend approval. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Assistant Finance Director

DATE: August 10, 2021

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

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SUMMARY

On March 11, 2021, the U.S. Department of the Treasury announced the Coronavirus Local Fiscal Recovery Funds (CLFRF), established by the American Rescue Plan Act of 2021. 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 CLFRF are required to be obligated by December 31, 2024 and fully expended by December 31, 2026.

HISTORY, BACKGROUND and DISCUSSION

City Council accepted the CLFRF award on July 13, 2021. The City is responsible to expend the funds 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.

DISCUSSION OF THE ISSUE

Guidehouse Inc. has been procured by the Michigan Association of Counties CoPro+ Program, enabling the City to "piggyback" and purchase COVID-19 Relief Consulting Services under their Agreement. Their services are billed based on actual time and materials and is a grant-eligible expenditure. A few of the services available by engaging Guidehouse Inc. are as follows:

- Ensure project eligibility and compliance is maintained.
- Submit quarterly and annual reports as required by the grant.
- Attend meetings with staff and/or the community to assist in gathering input on the use of the funds.
- Assist to coordinate use of other funding sources that become available.
- Assist with the annual loss of revenue calculation.

Guidehouse, Inc. has extensive experience with grant consulting. They are currently engaged as the consultant for Treasury (federal) and FEMA and have already been retained by several other communities throughout Michigan to assist with managing their CLFRF awards.

POSITIONS

Recommend approval of the consultant services agreement with Guidehouse Inc. to assist in accessing and guiding appropriate uses of the American Rescue Plan Funds and authorize the City Manager to execute the appropriate documents.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of **AUGUST**, **2021**, by and between the **CITY OF JACKSON**, a Michigan municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "City"), with offices at 161 W. Michigan Avenue, Jackson, MI 49201, and **GUIDEHOUSE INC.,** with offices at 2941 Fairview Park Dr., Suite 501, Falls Church, VA 22042 (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, H.R. 1319 of the 117th Congress, also known as the American Rescue Plan Act of 2021, became law on March 11, 2021; and

WHEREAS, Title IX, *Subtitle M – Coronavirus State and Local Fiscal Recovery Funds* of the American Rescue Plan provides funding to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID–19); and

WHEREAS, eligible uses of the American Rescue Plan funds include:

(A) to respond to the public health emergency with respect to COVID–19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or City due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or City prior to the emergency;

(D) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is projected to receive American Rescue Plan (ARP) funds in two separate tranches, the First Tranche Amount to be received within 60 days of bill enactment and the Second Tranche Amount not earlier than 12 months after the first tranche payment is received; and

WHEREAS, the City Council of the City of Jackson desires to utilize the ARP Funds to swiftly and effectively provide aid to those City residents and businesses most affected by the COVID-19 pandemic; and

WHEREAS, the City requires professional services to assist in accessing and guiding appropriate uses of the ARP Funds (hereafter, "the Project"); and

WHEREAS, the City will work with the Michigan Association of Counties CoPro+ Program to market and extend the contracted services to other government municipalities throughout the State of Michigan, which will enable public municipalities to "piggyback" and purchase Covid-19 Relief Consulting Services under this Agreement; and

WHEREAS, the Consultant has experience in the type of professional services required for the Project, and agrees to provide such services subject to the terms and conditions of this Agreement.

WHEREAS, the City accepts the Consultant's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

I. AGREEMENT PERIOD; TERMINATION. This Agreement shall commence upon the execution by both parties, and shall continue for a period of one year, at which time this Agreement shall terminate, unless extended by the City as authorized in this section.

It is expressly understood and agreed by the parties hereto that the City shall have the option to extend the term of this Agreement based on annual performance reviews for up to two (2) additional one (1) year terms, for a total contract period not to exceed three (3) years. This option may be exercised by the City's delivery prior to the end of the initial or renewal term of written notice to the Consultant of its intention to extend the term of the Agreement. If such notice is not given, this Agreement shall terminate at the end of the then-current term.

II. SERVICES TO BE PROVIDED BY THE CONSULTANT. The Consultant shall provide the City with consultation and related services as it may require for the Project, on an as-needed basis as requested by the City. The services to be provided by the Consultant are more fully set forth in the RFQ Scope of Work Section 1.0 and Attachment A – Pricing Proposal, attached as Exhibit A and incorporated by reference. The Consultant shall ensure that all funds are used in compliance with the ARP Program, and that the City is properly credited as the entity designating the ARP funds for distribution by the Consultant.

III. STATEWIDE COOPERATIVE CONTRACT. The Consultant shall cooperate with the Michigan Association of Counties CoPro+ Program, and other governmental entities, to market and extend this Agreement to other municipalities throughout the State of Michigan, enabling other municipalities to purchase the Consultant's services from this competitively awarded Agreement. All pricing submitted the City and its participating entities shall include a 2.0% remittance fee to be remitted to CoPro+ by the Consultant on a quarterly basis. Administrative fees will be paid against the actual sales volume for each quarter. It is the Consultant's responsibility to keep all pricing up to date and on file with City/CoPro+. All price changes shall be presented to City for acceptance, using the same format as was accepted in the original contract.

IV. COMPENSATION. The Consultant shall be compensated for the services provided under this Agreement in accordance with the Pricing Proposal, attached as Exhibit A.

The Consultant shall submit detailed invoices on a monthly basis to the City services performed under this Agreement. Each bill shall be issued no later than the 5th day of each month, and set forth the products and services provided, the date provided, the charge therefore, and the total sum due and owing. Invoices shall be submitted via email to Heather Ehnis, Assistant Director of Finance at hehnis@cityofjackson.org or other address as the City may require upon notice to the Consultant. The City shall pay the invoices received from the Consultant, in accordance with the City's procedure for payment of Accounts Payable.

V. REPORTS. The Consultant shall prepare and submit monthly reports to the City on the activities performed and expenses incurred by the Consultant under this Contract, containing such information as requested by the City's Board of Commissioners or Administrator, or their designated representatives, and additional reports within ten (10) business days after the Consultant's receipt of written notice setting forth such request. If any report is not completed to the satisfaction of the requesting

party, the requesting party shall return the same to the Contractor, setting forth additional information desired. The Consultant shall resubmit the same with the appropriate changes no later than five (5) business days subsequent to its return.

VI. RECORDS. The Consultant shall keep and maintain adequate records and files, including source documentation, covering the services rendered and expenses incurred pursuant to this Agreement for seven (7) years from either the date of termination of this Agreement or the date of submission of the final report, whichever is later.

VII. FORMS TO BE USED BY CONSULTANT. In the event the City furnishes forms for any of the reports or records required under this Agreement, such forms shall be used by the Consultant.

VIII. ACCOUNTING PROCEDURES. The Consultant's accounting procedures and internal financial controls shall conform with generally accepted accounting practices and as prescribed by the City. The Consultant shall maintain adequate fiscal records and files, including source documentation to support its activities and expenditures made under the terms of this Agreement.

IX. TITLE TO RECORDS AND DOCUMENTS PERTAINING TO ACTIVITIES PERFORMED UNDER THE AGREEMENT. The City shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics, or manuscripts prepared for or pertaining to the services to be performed under this Agreement, upon full payment for such services. Upon completion or termination of this Agreement, all such materials shall be turned over to the City by the Consultant. The Consultant may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein. The Consultant shall have a royalty free, non-exclusive and irrevocable license to reproduce, distribute, and use all such materials. The Contractor will own its working papers, pre-existing materials and software, as well as any general skills, know-how, process, or other intellectual property (including a non-client specific version of any Deliverables) which the Contractor may have discovered or created as a result of the Services.

X. COMPLIANCE WITH THE LAW. In providing the performing the services to be conducted under this Agreement, the Consultant and all its employees and subcontractors shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to meeting all applicable licensing requirements.

XI. NONDISCRIMINATION. The Consultant and all its subcontractors shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regard to employees and applicants for employment which include, but is not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.

D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 *et seq*.), as amended, and regulations promulgated thereunder.

The Consultant and its subcontractors, as required by law, shall not discriminate against an 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Breach of this section shall be regarded as a material breach of this Agreement.

XII. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Consultant is an independent contractor. The City is interested only in the result to be achieved by the work to be performed by the Consultant under this Agreement, the conduct and control of the work shall rest solely with the Consultant. The Consultant, its subcontractors, and any employees of the Consultant or a subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the City and shall not be entitled to any fringe benefits of the City, such as but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Consultant shall be responsible for paying any vendors providing supplies which the Consultant utilizes in the performance of services under this Agreement. The Consultant shall also be responsible for paying any compensation due any persons in its employ or subcontractors for work performed under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

XIII. INDEMNIFICATION AND HOLD HARMLESS. The Consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless the City, its elected and appointed officers, employees, servants and agents from all third-party claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees, for (a) death or bodily injury or (b) damage to real or tangible property, that they may incur as a result of any acts, omissions, or negligence of the Consultant or any of the Consultant's employees, servants, agents, or subcontractors that may arise out of this Agreement.

The Consultant shall hold the City, ifs officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any US. patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

The Consultant's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid on behalf of or reimbursed to the City, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant pursuant to the requirements of this Agreement.

XIV. LIMITATION OF LIABILITY. Notwithstanding any term herein, and Except to the extent finally determined to be prohibited by law, the Contractor's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to the Contractor in the previous twelve (12) months for the particular Service giving rise to the liability under the applicable task order. In addition, the Contractor will not be liable for any lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, the Contractor shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the City.

XV. INSURANCE. The Consultant shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the City and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

B. Professional Liability Insurance: on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles used by Consultant while on City grounds or on City business.

D. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City as additional insured, coverage afforded is considered to be primary and any other insurance City may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Jackson, Attn: Finance Department 161 W. Michigan Avenue, 8th Floor, Jackson, MI 49201."

F. Proof of Insurance - The Consultant shall provide to the City at the time the contracts are returned by it for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice shall be provided

G. If any of the above coverages expire during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

XVI. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVII. IRAN-LINKED BUSINESS. The Consultant has certified to the City that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN $250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

XVIII. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the City and the Consultant.

XIX. SUBCONTRACTING AND ASSIGNMENT. The Consultant shall not subcontract or assign its duties and/or obligations under this Agreement without the prior written consent of the City. The Consultant shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the City.

XX. CONTRACTING WITH OTHERS. It is expressly understood and agreed that both the City and the Consultant are free to contract at any time with others to perform services similar to those to be provided under this Agreement.

XXI. NON-BENEFICIARY CONTRACT. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Agreement.

XXII. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the City, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

XXIII. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XXIV. COMPLETE AGREEMENT. This Agreement and the attached Exhibit contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XXV. INVALID/UNENFORCEABLE PROVISIONS. If any provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that provision shall be null and void, and shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid/unenforceable provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XXVI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF JACKSON

BY: _____
Jonathan Greene

ITS: City Manager

Dated: August ___, 2021

GUIDEHOUSE INC.

BY**:** _____

Jeff Bankowski

ITS: Partner

Dated: August ____, 2021

EXHIBIT A

RFQ Scope of Work Section 1.0
and Attachment A – Pricing Proposal

Section 1.0: Scope of Work

1.1 Background

The federal government has passed legislation designed to support the response and recovery related to the COVID-19 pandemic. This funding is available to state and local governments for emergency response, health care, nutrition, unemployment, education, small business assistance, fiscal stabilization, and other citizen services. The Contractor will assist City, and participating CoPro+ entities, in accessing and guiding appropriate uses of such funding, helping to ensure the successful execution and implementation of the funds, in compliance with the law, and in a transparent and accountable manner. The Contractor(s) will also help identify primary compliance and reporting requirements associated with the new funds and provide standard template reporting forms for counties to utilize.

1.2 Scope

The Contractor(s) will provide City and other participating entities with supplemental project, management or leadership capacity until such time as most of the available funds have been successfully accessed. The Contractor(s) will deploy a team of one or more professionals to the City, and any requesting entity, that will be familiar with government operations and related budgeting processes. The number of staff required will vary with each requesting entity, and will depend on the individual needs of each entity.

The Contractor(s) will work at the direction of the City's designated lead to help the City determine proper use and distribution of the funds to intended beneficiaries, recordkeeping, compliance for SEFA, and dashboard- like reporting to governing boards and other community stakeholders. The City and participating entities will have access to the full range of the Contractor's knowledge and tools and will be updated daily on what the Contractor learns from its federal expert sources and from experiences/insight from similar projects in other states.

Prior to closing the contract, the Contractor will provide a roadmap and recommendations for continued use of tracking and reporting tools, and any other knowledge transfer to key City personnel to successfully complete in progress tasks/outcomes.

1.3 Tasks

Awarded Contractor(s) must provide the staff, deliverables, and incidentals as needed to perform the services requested by the City and other participating entities for financial accounting, oversight monitoring, and/or auditing services as required for each individual project. Services may include, but are not limited to, the following:

1. Inventory funding opportunities along with requirements for obtaining, utilizing, and accounting
2. Assist in administering Federal and State grant monies
3. Track and manage progress (applications made, receipts, distributions, etc.)
4. Provide project reports
5. Project auditing
6. Project budgeting
7. Financial forecasting
8. Recommend internal controls
9. Schedule and conduct/assist in meetings
10. Other activities as deemed beneficial for the outcomes, and as mutually agreed to bythe City/participating entities and the Contractor(s)

1.4 Work Hours

The Contractor(s) may work remotely during the initial phase of the contract period. Upon the City's/participating entity's return to physical work locations, the Contractor(s) may be requested to work at on-site facilities periodically as agreed upon between the City/participating entity and the Contractor Representative.

1.5 Purchase Orders and Payment

Requests for services will be initiated by participating entities as specific needs arise. Participating entities will

issue individual Purchase Orders/Task Orders or written agreement with change orders, and Contractor(s) will respond directly to the requesting entity within the timeframe specific in the individual Purchase Order/Task Order.

1.6 Statewide Cooperative Contract

City is working with the Michigan Association of Counties CoPro+ Program to market and extend the resulting contract(s) to other government municipalities throughout Michigan. The contract(s) enable public municipalities to “piggyback” and purchase Covid-19 Relief Consulting Services on an “as needed” basis through this competitive process.

All pricing submitted to City and its participating entities shall include 2.0% remittance fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and on file with City/CoPro+.

6.0 Attachment A

Table 3. Three (3) Year Rate Sheet for COVID-19 Relief Consulting Services

Rate Sheet Event RFQ No. TFQ-LC-21-05 for COVID-19 Relief Consulting Services			
Position	**Year 1 Hourly Rate**	**Year 2 Hourly Rate**	**Year 3 Hourly Rate**
Partner/Leader	$325	$335	$345
Director	$295	$300	$315
Manager	$235	$245	$250
Senior Consultant	$180	$185	$190
Consultant	$150	$155	$160
Recovery Analyst III	$125	$130	$135
Recovery Analyst II	$65	$70	$75
Recovery Analyst I	$45	$50	$55
Analyst	$35	$40	$45

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: August 10, 2021

SUBJECT: Contract with the National Network for Safe Communities

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Recommendation:

Approve entering into a contract with the National Network for Safe Communities (NNSC) to reduce violence.

Attached is a memorandum from Director Elmer Hitt regarding this project.

I recommend approval of entering into a contract with the NNSC. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer J. Hitt, Director of Police and Fire Services

DATE: August 10, 2021

RECOMMENDATION: Enter into a two-year partnership with the NNSC

SUMMARY

The National Network for Safe Communities (NNSC) partnered with the city of Jackson in 2019 to conduct an analysis of violence and its related dynamics with the City. Due to the recent violent crimes in Jackson, the analysis would be updated and design a strategy to reduce that violence.

BUDGETARY CONSIDERATIONS

During the first year of the two-year partnership, the cost would be $140,000. This cost would include the updated analysis and design of a strategy to reduce violence. We did not budget for these costs when we prepared the budget for FY 21/22. The second year costs for the contract would be $90,000, and we would request that amount in the budget for FY 22/23.

HISTORY, BACKGROUND and DISCUSSION

The NNSC's analysis will help design a plan to implement the Group Violence Intervention (GVI) strategy which was discussed in 2019. In the first quarter of 2019, we paid $35,000 for the analysis by NNSC toward GVI. Unfortunately, at that time we were unable to proceed with any additional activities. In the following year, all of the City's resources were used to respond to the COVID-19 pandemic. I feel this is a good time to re-focus our efforts on preventing violent crime. This project would lend additional support to the Police Department's efforts in combatting violent crime, such as the Project Safe Neighborhoods grant and the Violent Crimes Unit.

DISCUSSION OF THE ISSUE

The Jackson Police Department requests to spend unbudgeted funds during FY 21/22 in the amount of $140,000 and enter into a contract with the NNSC to create a plan to reduce violence in Jackson.

POSITION

I recommend entering into the contract with the NNSC.

ATTACHMENTS

National Network For Safe Communities at JOHN JAY COLLEGE

DRAFT

Proposal

REDUCING SERIOUS VIOLENCE IN JACKSON, MI

David M. Kennedy
Director, National Network for Safe Communities
John Jay College of Criminal Justice
555 West 57th Street
New York, NY 10019

About the National Network for Safe Communities

The National Network for Safe Communities, a project of John Jay College of Criminal Justice, was launched in 2009 under the direction of David M. Kennedy and then-John Jay College President Jeremy Travis. The National Network supports cities implementing proven strategic interventions to reduce violence and improve public safety, minimize arrest and incarceration, strengthen communities, and improve relationships between law enforcement and the communities it serves.

The National Network is committed to building a community of practice that operates along a set of guiding principles.

- First do no harm.
- Strengthen communities' capacity to prevent violence.
- Enhance legitimacy.
- Offer help to those who want it.
- Get deterrence right.
- Use enforcement strategically.

The interventions based on these principles have been successfully implemented in cities across the country. The Group Violence Intervention, first developed as "Operation GVI" in Boston, MA, has been successfully applied in cities as diverse as Chicago, IL, Cincinnati, OH, and Stockton, CA. The Drug Market Intervention, first developed in High Point, NC to eliminate neighborhood overt drug markets, has been successfully applied in cities as diverse as Providence, RI; Hempstead, NY; and Nashville, TN.

In addition to providing technical advising to jurisdictions implementing these strategic interventions, the National Network facilitates peer support and collaborative learning opportunities to help cities learn from one another; address common issues; provide a supportive community of practice for new jurisdictions; and make these interventions standard practice across the United States.

Executive Summary

This proposal outlines the National Network's commitment to institutionalizing a comprehensive Group Violence Intervention (GVI) strategy in Jackson. The National Network will work with key stakeholders in Jackson to implement and support both the core GVI approach as well as cutting edge innovations in project governance, street-level communication, law enforcement intelligence analysis, media and communications strategy, support and outreach structures, police legitimacy, and reconciliation work between law enforcement and communities.

This proposal includes the following three components:

1. A brief overview of the National Network's approach to violence reduction.

2. An overview of the National Network's intensive strategic advising and implementation plan for Jackson. In sum, the National Network will provide strategic advising staff to support Jackson in 1) implementing GVI in full and 2) developing additional components of a comprehensive violence prevention strategy. The process will include tailoring GVI to Jackson's violence problem, institutionalizing critical GVI processes, and supporting the development of innovations in crime prevention strategies.

3. A summary of the National Network's proposed implementation deliverables and an accompanying budget narrative.

The National Network Approach: An Effective Response to Violence

Over 15 years of research has shown that violence and community disorder in troubled neighborhoods is caused predominantly by a remarkably small and active number of people locked in the group dynamics of gangs and drug crews. The National Network's Group Violence Intervention (GVI) has repeatedly shown that cities can dramatically reduce violence when community members and law enforcement join together to directly engage with these groups and clearly communicate 1) a credible moral message against violence, 2) a credible law enforcement message about the consequences of further violence, and 3) a genuine offer of help for those who want it. To do this, the city must assemble a partnership of law enforcement, social service providers, and community actors (parents, ministers, outreach workers, neighborhood associations, ex-offenders and others) to engage in a sustained approach to combat group dynamics and enhance public safety. The key moment in the strategy is a "call-in," a face-to-face meeting between group members and the partnership, repeated at intervals as necessary. The partners deliver key messages to group members: that the violence is wrong and has to stop; that the community needs them alive, out of prison and with their loved ones; that help is available to all who will take it; and that violence will be met with swift, certain, and fair consequences.

A central operational shift is that law enforcement puts the groups/gangs *on prior notice* that further violence will be met with a specific and swift response directed *at the group as a whole* rather than at individuals. Individual violent offenders receive the same enforcement attention as they had previously experienced. However, other group members get new attention from police and prosecutors for any crimes committed, outstanding warrants, probation and parole violations, and open cases. The intervention combines this enforcement message with a powerful moral message against violence from community members whom the group members respect, and a reorganized, streamlined social service structure tailored especially for group members who want to change. The explicit aim is to create collective accountability to reduce informal peer dynamics that promote violence, crystallize community standards against violence, and genuinely offer help for those who will take it.

GVI has been endorsed by the United States federal government through its Project Safe Neighborhoods (PSN) program,[1] by American law enforcement groups,[2] and by national advocacy groups.[3] When properly implemented, cities routinely see rapid reductions in serious violence – on the order of two-thirds for group-related homicide. This result is typically accompanied by low levels of actual enforcement and the enthusiastic support of affected communities.

Jackson Group Violence Intervention Design and Advising

GVI requires that people from disparate backgrounds, often with competing priorities, work together in unusual ways and focus on a single goal: reducing serious violence in their community. A real working partnership among these stakeholders is both the strategy's most important element and its greatest challenge. The National Network's vast experience with this approach has shown that successful implementation requires consistent support from expert technical advisors. The most effective implementation efforts combine that continuous support with collaborative learning opportunities and an intense focus on particular areas of operational significance drive by advice from national and international experts who are connected to similar efforts in other jurisdictions.

The National Network is well-positioned to provide this support. Over 15 years of implementing proven violence reduction strategies and delivering unparalleled technical assistance have allowed us to build a community of practice with deep expertise in each of the components of the strategy as well as with other emerging innovations. The National Network regularly deploys this community through peer site visits, distance learning, and collaborative workshops to ensure effective implementation, advancement, and sustainability of the strategy within the jurisdictions we advise. We convene experts from active jurisdictions to share knowledge of core operational issues such as strategic law enforcement, police legitimacy, support and outreach to active offenders, governance and institutionalization, and other essential areas. Members of the National Network assist one another with the concrete work in the jurisdictions, develop and share innovations, and work together on a shared agenda.

The development of international criminal law and its associated tribunal jurisdiction has generated new issues and provided a further stimulus to the "globalization" of GVI and its related subject areas, such as building police legitimacy and strengthening relationships between police and distressed communities[4]. To ensure effective implementation, Jackson will implement the National Network's GVI approach and participate in coordinated collective problem solving, regular working sessions, and limited peer exchanges with subject matter experts to expand and enhance Jackson's violence reduction work.

Jackson Group Violence Intervention Project Structure

The National Network proposes to work with Jackson's local leadership to implement GVI over the course of two years. If the strategy is implemented with fidelity to its core principles, Jackson can expect to see the

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[1] See, for example, http://www.ojp.usdoj.gov/BJA/pdf/Offender_Notification_Meetings.pdf.
[2] http://www.fightcrime.org/wp-content/uploads/sites/default/files/reports/nygangreport.pdf
[3] http://www.childrensdefense.org/site/DocServer/gunrpt_revised06.pdf?docID=1761
[4] http://www.ucl .ac.uk/scs/downloads/research-reports/gangs-and-guns-report

following at the end of the proposal period: 1) reduction in the targeted crime areas, 2) improvement in interagency law enforcement partnerships, 3) strengthened relationships between law enforcement and community, and 4) increased knowledge and expertise in this work that would allow the city's partnership to consider addressing other serious crime areas using the approach.

The following section briefly describes the technical support structure and associated costs for a 24-month launch. The National Network recommends the following necessary elements to effectively design and implement the GVI in the City of Jackson.

Key Working Partners

The core work of GVI implementation is to assess group violence dynamics in Jackson, craft an appropriate operational strategy, and begin implementation. The following are the key partners whose commitment is required to ensure effective implementation:

- **The Jackson executive governance board.** Long experience with this work has shown that implementation and sustainability benefits when a city selects key individuals responsible for overseeing the strategy at a high level. This measure helps the effort stay on track, ensure fidelity to core strategic principles, and provide accountable parties to steer the operation when challenges arise.
- **Jackson-based project manager.** A local, full time project manager responsible for coordinating and managing the implementation is essential to the effectiveness of GVI. The project manager must be able to operate effectively within law enforcement, social service, and community circles. The position would need to be fully supported by local funds over the course of the project. The project manager will work directly with the National Network strategic advising team and become an independent subject matter area expert able to assist Jackson in ongoing implementation beyond the duration of the intensive strategic advising period and with any future expansion of the approach to other areas.
- **National Network strategic advising/implementation team.** Under the direction of David Kennedy, the National Network will serve as the primary technical assistance provider for the Jackson project manager and working group and deliver a comprehensive implementation curriculum as outlined below. This team will also include support from NNSC staff with deep experience in overseeing the intervention. This staff will provide onsite guidance to help monitor, assess, and advise the project managers and oversee the activities throughout implementation of GVI.

Implementation Activities

The National Network will provide intensive strategic advising to assist key Jackson partners and stakeholders—including law enforcement, service providers, and community leaders—to shift the way they work together to communicate to violent street groups and deliver on promises of violence reduction. The process will include the following activities:

1. **GVI University:** Under this proposal, the National Network will hold a one-day GVI University workshop to educate key Jackson partners—including law enforcement, social service providers, and community leaders—on the key components of the GVI strategy. The GVI University, led by David Kennedy and National Network staff, will be conducted over video conference. It will include a seminar-style discussion with key executive stakeholders from Jackson (e.g. multiagency law enforcement leadership, community leadership, and committed social service providers). Jackson partners and stakeholders will come away from the GVI University workshop with a full understanding of the GVI strategy, as well as concrete, actionable steps to implement the strategy in Jackson.

2. **Updated problem analysis:** NNSC partnered with Jackson in 2019 to conduct a qualitative and quantitative analysis of violence dynamics in the city. NNSC will update that analysis in two half-day Zoom sessions with core partners to bring the analysis of violence up to date and inform the design of the strategy in Jackson.

3. **Develop site-specific interventions.** Based on the results of the quantitative and qualitative analysis of street violence dynamics, the National Network will develop an implementation plan. This plan will outline a curriculum, trainings and a set of activities to be implemented.

4. **Strategic advising:** The NNSC will provide strategic advising to help key Jackson partners and stakeholders—including the city administration, law enforcement partners such as police and prosecutors; social service providers, and community leaders—shift the way they work together, deliver antiviolence messaging, and execute on enforcement and service promises to reduce violence. This strategic advising will be structured with the specific intention of developing accountability processes and mechanisms that empower the project manager and other local operational partners to ultimately own fidelity of the implementation. NNSC proposes the following elements of strategic advising:
    a. **Develop local operational support**: The National Network will train and support the designated full-time, Jackson-based project manager to coordinate implementation of GVI on behalf of the city during and after this proposal. The National Network will work closely with the project manager to provide a comprehensive understanding of the GVI theory and the steps to effective implementation as well as guide the project manager's effective operation within law enforcement, social service and community circles. In addition, the National Network will work with the project manager and key law enforcement principals, community leaders, and service providers committed to the successful implementation of GVI.
    b. **Day-to-day distance strategic advising:** National Network staff with deep experience in this work will conduct dedicated regular calls with the project manager and other key partners to guide the strategic implementation of GVI in Jackson, plan and support additional investments in the comprehensive strategy, and provide expert guidance on any challenges that arise. NNSC anticipates that these calls will occur on a weekly basis through the first year, with biweekly calls in the second year. NNSC will work with the Jackson team to adjust

frequency as necessary as implementation proceeds.

c. **Regular implementation reviews:** NNSC will introduce to Jackson the use of a comprehensive implementation review rubric that will serve as a tool for a) quarterly assessment of Jackson's implementation and fidelity to the GVI model, and b) ongoing strategic planning. An early step in NNSC's strategic advising, and a periodic step thereafter, will be the review of this rubric in partnership with Jackson's project manager and core operational team in order to inform the city's implementation plan. Long term, NNSC anticipates that ownership of this regular implementation review process will rest with the project manager for the purpose of ensuring sustainable implementation beyond the life of this contract.

d. **Regular executive stakeholder engagement:** NNSC will request quarterly phone conferences with the executive stakeholders in Jackson for the purpose of discussing progress in implementation, reviewing the aforementioned rubric, and building consensus around identified short, medium and long term goals. NNSC anticipates facilitating this quarterly discussion at the outset of this contract but expects that management of this update and discussion process will shift long-term to the project manager, with participation and feedback from NNSC.

e. **Regular site visits to Jackson.** The National Network will provide on-site support on a regular basis to assess implementation progress, meet with stakeholders, and guide partners through implementation challenges on the ground.

5. **Access to management and development tools:** NNSC recognizes that many jurisdictions implementing GVI benefit from ongoing development opportunities for key stakeholders as well as tools to help project managers support rigorous implementation. NNSC feels strongly that while firsthand exposure, either from NNSC or from subject area experts in partner jurisdictions, is important when adopting new approaches or emerging innovations, it is equally important that jurisdictions are equipped with tools to manage their own ongoing training needs with regard to the core strategy. To this end, the NNSC will support Jackson by offering support in both areas:

   a. **Accountability and project management tools:** National experience has shown that strong, ongoing project management is central to the long-term success of GVI. NNSC has thus developed a series of tools designed to support project managers and other operational leaders and thus bolster the durability of the intervention. These tools include a forthcoming Project Management Guide (specific to the implementation of GVI) and tracking documents specific to planning call-ins, tracking messaging, and providing speaker feedback, as well as the aforementioned implementation review rubric.

   b. **Access to GVI University training modules:** The NNSC recognizes that there is a need among local leaders for support in providing ongoing training, refreshers, overviews, etc. to local stakeholders on a regular basis. NNSC has therefore developed a suite of GVI University online modules, each of which is designed to cover specific theoretical and operational topics key to the implementation of the GVI. Topics range from the Nature of Street Groups to Strategic Law Enforcement to Planning a Call-In and are meant to equip

local trainers and stakeholders with both the guidance and content necessary to deliver their own trainings. NNSC will make these modules available to the Jackson and will work with local leaders to adapt them where necessary to the specific conditions in Jackson.

c. **Topic-specific workshops and webinars:** The NNSC will provide Jackson with the opportunity to participate in specialized workshops and webinars as needed on specific topics and emerging innovations, such as custom notifications, community-police responses to victims of violence, etc. The intent of these workshop/webinar opportunities will be to expose key stakeholders to the featured practice or concept for the purpose of strategic planning for local application or rollout. NNSC's intention is to conduct such workshops and/or webinars regionally where possible in order to facilitate participation from a variety of sites and foster peer dialogue.

6. **Provide peer support and collaborative learning opportunities.** The experience of the National Network team indicates that practitioners are more likely to embrace innovation when they learn about it from their peers. As such, we will promote and conduct virtual and on site working sessions between Jackson and other site teams to enhance understanding of GVI and strengthen implementation capacity. The National Network will support Jackson in participating in the following collaborative learning methods:

- **Peer exchanges:** The National Network will support a number of "lateral" peer exchanges between Jackson and other National Network sites. These peer exchanges expose sites to different methods, encourage innovations, and help build a national pool of experts in GVI and complementary strategies and innovations.

- **Working sessions:** The National Network convenes regular working sessions of experienced practitioners and expert advisors to focus on innovative practices within the three core elements of the strategy. These conferences have included topics such as developing strategic law enforcement methods, mobilizing community moral voices, and tailoring social services for those at highest risk of violence.

- **Regional Collaboration:** As the NNSC has grown and implementation of GVI and similar approaches has spread nationally, opportunities for regional collaboration among active NNSC partners have proliferated. NNSC is in the process of working to develop strategies to maximize regional collaboration among partner jurisdictions in the Midwestern United States, including Chicago, IL; South Bend, IN; Columbus, OH; Kalamazoo, MI; Detroit, MI; Topeka, KS; Louisville, KY and others.

Over the life of this proposal, that may include the National Network facilitating Jackson's leadership visiting experienced GVI sites to observe a call-in, workshop methods for delivering custom notifications, or witness the process of an enforcement action. The National Network may facilitate a visit from an expert adviser to develop strategies for collaboration between police and members of the target community. Jackson may be invited to a working session to share its experience in particularly successful areas of its GVI implementation.

Summary of Strategic Advising Deliverables and Budget Narrative

Under the National Network partnership with Jackson, an experienced team of National Network staff will work directly with local stakeholders to achieve the goals outlined in this proposal. The National Network requests a fixed-fee of $140,000.00 in Year 1 and $90,000.00 in Year 2 to provide the scope of services, to be paid in quarterly installments. The price will secure the National Network's services for a period of two years to begin on an agreed upon start date.

For the Jackson launch, an experienced team of National Network staff will work directly with local stakeholders to design and implement the intervention over the course of two years. This will include the following deliverables:

- **Strategic Advising:** National Network staff, under the direction of David Kennedy, will work directly with Jackson officials and community leaders through onsite and distance strategic advising to introduce the violence reduction strategy, assemble an effective working group, and design and implement the strategy. This will include the following tasks:

    - Introducing the framework to local leaders;
    - Facilitating trainings and workshops to launch the strategy and thereafter, as needed;
    - Providing operational guidance to the Jackson team on theory and direct expert advice on strategy design and launch;
    - Assisting with performance management and infrastructure;
    - Addressing particular violence dynamics; community organizing and engagement;
    - Convening conferences and peer exchange trips for the Jackson team;
    - Encouraging enhancements to the standard model;
    - Pursuing reconciliation measures;
    - Assisting with media relations, local policy implications and other areas; and
    - Providing administrative and logistical support including correspondence, record keeping, travel arrangements, meeting logistics, communications.

- **GVI University:** David Kennedy and senior GVI technical advising staff will conduct a one-day workshop that will equip key Jackson partners and stakeholders with an in-depth understanding of the GVI strategy as well as with concrete, actionable steps for implementing the strategy in Jackson. This proposal plans that the GVI University will take place on Zoom; if public health conditions permit an in-person meeting, the Jackson partnership will cover the travel costs for their attendance at GVI University out of their own sources of funding.

- **Travel funds to support on-site technical assistance:** Travel funds are included for approximately twelve person trips in year one and four person trips in year two to support on-site technical assistance by National Network staff.

- **Peer exchange/workshop/subject matter expert travel:** National Network staff will also facilitate limited "lateral" specialist exchanges between Jackson and other National Network sites, focused on design and launch, to support this effort. This has proven invaluable in

spreading best practices and local innovations from city to city. The Jackson partnership will fund these peer exchanges and visits from their own sources of funding.

- **National Network working sessions**: The National Network periodically convenes functional teams from across sites with experienced peers and specialist advisors to focus on the three core elements in the strategy: strategic law enforcement, mobilizing community moral voices, and specially tailoring social services for those at highest risk of violence. The Jackson partnership will fund attendance at these working sessions from their own sources of funding.

- In addition to supporting implementation and innovations and providing access to working sessions and peer learning opportunities, this fixed fee includes many **other support services** including but not limited to the following:

    - The use of Box™ and/or Sharefile storage and file sharing platforms and, potentially, other secure project management platforms to improve real-time partnership on documents and tracking information.

    - Access to weekly summaries of media highlights on both national criminal justice issues and local implementation efforts of our partners.

    - Access to the National Network website and the opportunity to tailor a Jackson-specific page to showcase the implementation efforts.

    - Access to National Network publications as they are developed to support implementation efforts.

    - Unrestricted access to National Network assistance in emergency situations.

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: August 10, 2021

SUBJECT: Award a Demolition Contract to Thomas Trucking in the Total Amount of $59,900 to Demolish 312 N Martin Luther King Jr Dr

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Recommendation:

Award a demolition contract to Thomas Trucking in the total amount of $59,900 to demolish 312 N Martin Luther King Jr Dr.

Attached is a memo from Shane LaPorte, Director of the Department of Neighborhood & Economic Operations regarding the award of a demolition contract to Thomas Trucking in the total amount of $59,900 to demolish 312 N Martin Luther King Jr Dr

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director
Department of Neighborhood & Economic Operations

DATE: August 10, 2021

RECOMMENDATION: Award a Demolition Contract to Thomas Trucking in the Total Amount of $59,900 to Demolish 312 N Martin Luther King Jr Dr

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SUMMARY

Award a demolition contract to Thomas Trucking in the total amount of $59,900 to demolish 312 N Martin Luther King Jr Dr

BUDGETARY CONSIDERATIONS

Funding for this demolition is budgeted through the City's Demolition Fund.

HISTORY, BACKGROUND and DISCUSSION

On September 9, 2020, the east two-thirds of the building located at 312 – 314 N Martin Luther King Jr Dr was destroyed by fire. Due to an ongoing investigation into the origin, the property was fenced off for public safety. With the investigation now complete, the City is able to complete the demolition.

A request for sealed bids was published on July 20, 2021 to cleanup approximately 13,000 square feet of demolition debris; the public bid opening occurred on July 29, 2021. Contractors submitted bids for two following conditions:

- Demolition to include removal of all hard surface slabs and foundations, presuming all are contaminated.
- Demolition to include removal of all hard surface slabs and foundations, presuming all are non-contaminated to allow for recycling.

After conversations with the State's Department of Environment, Great Lakes, and Energy (EGLE), it was agreed there likely will not be issues with slabs but are requiring testing to document same. EGLE also expressed a preference for recycling whenever possible.

DISCUSSION OF THE ISSUE

Based on EGLE's recommendation and preferences, it is recommended a contract be awarded to Thomas Trucking based on their low bid amount of $59,900 for presumption of non-contaminated materials (with

documented testing, which will be paid by the City) and recycling. Thomas Trucking's low bid saves the City more than $12,0000 over the next lowest bid.

POSITIONS

Requested action is for City Council to award a demolition contract to Thomas Trucking in the total amount of $59,900 to demolish 312 N Martin Luther King Jr Dr.

ATTACHMENTS

- Bid Tabulation
- Condemnation Photos dated 9/10/20

JACKSON
Founded 1829

BID TABULATION
FOR
DEMOLITION DEBRIS CLEANUP AT312 N. MARTIN LUTHER KING BLVD.
JULY 29, 2021

	DIRT (A)	GRADE (B)	SEED (C)	SIDEWALK (D)	DEMOLITION COST BASE BID TO INCLUDE REMOVAL OF ALL HARD SURFACE SLABS AND FOUNDATIONS AS CONTAMINATED MATERIALS (E)	TOTAL DEMOLITION COST (A+B+C+D+E)	DIRT (A)	GRADE (B)	SEED (C)	SIDEWALK (D)	DEMOLITION COST BASE BID TO INCLUDE REMOVAL OF ALL HARD SURFACE SLABS AND FOUNDATIONS AS NON-CONTAMINATED TO ALLOW FOR RECYCLING (E)	TOTAL DEMOLITION COST (A+B+C+D+E)
Smalley Construction, Inc. 1224 Locust St. Jackson, MI 49203	8,900.00	4,450.00	4,455.00	9,500.00	61,695.00	89,000.00	8,900.00	4,450.00	4,455.00	9,500.00	51,695.00	79,000.00
Thomas Trucking 27409 Weddel Ave. Brownstown, MI 48183	2,600.00	3,000.00	300.00	9,000.00	75,000.00	89,900.00	2,600.00	3,000.00	300.00	9,000.00	45,000.00	59,900.00
VIN-CON, INC. 41130 E. Ann Arbor Trail Plymouth, MI 48170	2,800.00	3,000.00	2,200.00	5,000.00	72,600.00	85,600.00	2,800.00	3,000.00	2,200.00	5,000.00	59,600.00	72,600.00

312 N Francis St **Condemnation Photos** **9/10/2020**

312 N Francis St **Condemnation Photos** **9/10/2020**

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MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 10, 2021

SUBJECT: **Resolution for Approval of a Contract with the Michigan Department of Transportation (MDOT) for the Installation of Pedestrian Island and Flashing Beacon on E. Michigan Avenue.**

Recommendation:

> **Approval of a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for installation of a pedestrian island and rectangular rapid flashing beacon on E. Michigan Avenue (Business Loop I-94) from East Avenue to Page Avenue, and authorization for the Mayor and City Clerk to execute the appropriate documents.**

Attached is a memo from Jon H. Dowling, City Engineer, regarding a resolution for a contract with MDOT.

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: August 10, 2021

RECOMMENDATION: **Approval of a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for installation of a pedestrian island and rectangular rapid flashing beacon on E. Michigan Avenue (Business Loop I-94) from East Avenue to Page Avenue, and authorization for the Mayor and City Clerk to execute the appropriate documents.**

SUMMARY

Attached is a resolution to enter into a contract with MDOT for installation of a pedestrian island and rectangular rapid flashing beacon on E. Michigan Avenue (BL I-94) from East Avenue to Page Avenue.

BUDGETARY CONSIDERATIONS

The project consists of Part A: Pedestrian island construction and rectangular rapid flashing beacon installation on E. Michigan Avenue (BL I-94) from East Avenue to Page Avenue. The balance after federal aid is to be paid in the following proportions:

	PART A
MDOT:	91.25%
CITY:	8.75%

The cost-participation agreement and contract number 21-5212 for this project has been prepared by MDOT and forwarded to the City of Jackson for approval. The estimate for the construction work is $121,100 with the federal share being $109,000, the MDOT share being $11,100 and the City share being $1,000.

HISTORY, BACKGROUND and DISCUSSION

East Michigan Avenue is part of BL I-94 in the City. Henry Ford Allegiance Hospital is on the north side of E. Michigan Ave. with additional buildings and parking for the hospital on the south side. The hospital has experienced issues with pedestrians and vehicle traffic for years. MDOT has been working with the hospital and the City to find a solution to the issues the hospital is having.

DISCUSSION OF THE ISSUE

MDOT is planning to install a pedestrian island and rectangular rapid flashing beacon on E. Michigan Avenue (BL I-94) from East Avenue to Page Avenue.

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, East Michigan Avenue between East Avenue and Page Avenue is experiencing pedestrian issues; and

WHEREAS, the project consists of Part A: pedestrian island construction and rectangular rapid flashing beacon installation on East Michigan Avenue (Business Loop I-94) from East Avenue to Page Avenue; and

WHEREAS, the project has received federal funding for 81.85% for Part A of this project; and

WHEREAS, the balance after federal aid is to be paid in the following proportions:

	PART A
MDOT:	91.25%
CITY:	8.75%

and;

WHEREAS, the cost-participation agreement and contract number 21-5212 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 $121,000 with the federal share being $109,000, the MDOT share being $11,100 and the City share being $1,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the pedestrian island construction and rectangular rapid flashing beacon installation on East Michigan Avenue from East Avenue to Page Avenue; and

BE IT FURTHER RESOLVED that the City Council does approve entering into contract number 21-5212 with the Michigan Department of Transportation for the work on East Michigan Avenue; 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 10th day of August, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 11th day of August, 2021.

_____
Derek Dobies, Mayor

_____
Andrea Muray, City Clerk

FEDERAL AID PROGRESS PAYMENT

DA
Control Section HSIP 38083
Job Number 212155CON; 212155PE
Federal Project 21A0772; 21A0490
Contract 21-5212

THIS CONTRACT 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 "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Pedestrian island construction and rectangular rapid flashing beacon installation work along Highway I-94BL (Michigan Avenue) from East Avenue to Page Avenue, including sidewalk ramp construction and pavement marking installation work; all together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: $121,100

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 agreement.

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 CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the

DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT - 91.25%
CITY - 8.75%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FEDERAL AID	DEPT'S SHARE	CITY'S SHARE
Constr. & CE	$107,300	$ 96,600	$10,700	$ 9,800	$ 900
PE	$ 13,800	$ 12,400	$ 1,400	$ 1,300	$ 100
TOTAL	$121,100	$109,000	$12,100	$11,100	$1,000

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than $1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

9. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

10. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

11. All of the PROJECT work shall be done by the DEPARTMENT.

12. In connection with the performance of the 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. 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.

13. 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 CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, 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

REVIEWED
By Larry Doyle at 4:07 pm, 7/16/21

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.**

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: August 10th 2021

SUBJECT: Approve the sale of City owned property located at 1107 Third St, for $ 50,050

Recommendation: Approve the sale of City owned property located at 1107 Third St, to Paul Stark for $ 50,050 . 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: August 10th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 1107 Third St, for $50,050.

SUMMARY

The City of Jackson owns real property located at 1107 Third St St. Property was placed on the MLS by Real Estate Agent Rich Cook. On August 3rd , 2021 an offer of $50,050 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before September 3rd , 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, tax chargeback, personnel, maintenance, open receivables and real estate cost/fees $10,939.47. Sale price $50,050. Net remaining to be transferred into the City's General Tax Account is $ 39,110.53. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 1107 Third 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 August 3rd,2021 Real Estate Agent Marty Herr of EXP Realty assisted the Buyer Paul Stark with submitting an offer to purchase 1107 Third St from the City of Jackson for the amount of $50,050. Should Council agree to accept the bid amount, the closing is set on or before September 3rd , 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.

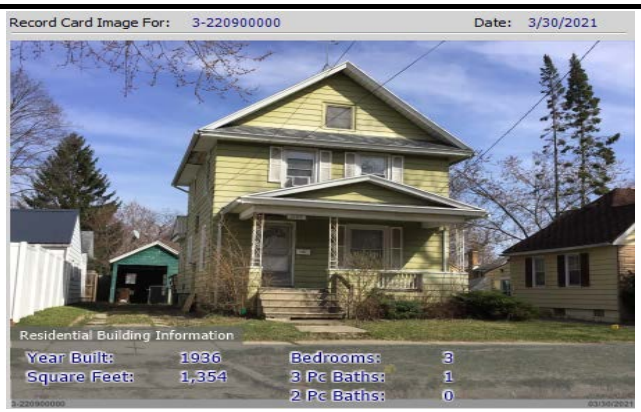
POSITIONS

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

1107 Third

PIN# 3-220900000

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



Ready to List 7.12.21

Sales Price	$	**50,050.00**
Est. Project Cost *	$	10,939.47
Net Sale	**$**	**39,110.54**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Service				$ -	$ -	$ -
Mowhawk	Clean-up Services	Ordered 6.15.21	est.	$ 3,000.00	$ -	$ 3,000.00
						$ -
Subtotal	**Contract Amount(s)**			**$ 3,000.00**	**$ -**	**$ 3,000.00**

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 8.8.21)		$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate		# of Hrs.			
Brian Taylor	$67.52		3.00	$ 202.56	$ 202.56	$ -
Sven Harrison	$50.40		2.00	$ 100.80	$ 100.80	$ -
Mark Fish	$63.77		N/A	$ -	$ -	$ -
Kim Randell	$50.05		N/A	$ -	$ -	$ -
Sindy Foster	$41.65		0.50	$ 20.83	$ 20.83	$ -
Shannon Williams	$47.96		1.00	$ 47.96	$ 47.96	$ -
Shane LaPorte	$75.19		1.00	$ 75.19	$ 75.19	$ -
County Tax Foreclosure / Chargeback Cost (Ward 6 - 2019)		*(Estimated)*		$ 2,953.24	$ 2,953.24	$ -
Open Receivables	N/A	Verified in Building.net 7.12.21		$ -	$ -	$ -
Open Utility	2019	Account# 207427900		$ 286.96		$ 286.96
Open DPW Invoices/Misc Receivables	N/A	Verified in Building.net 7.12.21		$ -	$ -	$ -
Net Real Estate Fees			est.	$ 3,736.93	$ -	$ 3,736.93
Subtotal **Additional Cost**				**$ 7,939.47**	**$ 3,415.58**	**$ 4,523.89**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 10,939.47**	$ 3,415.58	**$ 7,523.89**

ERA REAL ESTATE REARDON REALTY

Property Address: **1107 Third Street** Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		**50050**
Brokerage Fee	**2502.50**	
Transfer Tax	**430.43**	
Tax Proration (Approximate)		
Title Insurance	**604**	
Home Warranty		
Well & Septic		
Transaction Fee	**150**	
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	**50**	
Seller's Concession		
Subtotal	**3736.93**	**50050**
Net Credit/Debit	**46313.07**	
Less Mortgage Balance		
Total Net To Sellers	**46313.07**	

***These figures are estimates only, and subject to change.**

Seller _____ _____ Seller _____ _____

dotloop signature verification: dtlp.us/6Ubr-qceH-ldzV

PURCHASE AGREEMENT

Property Address 1107 Third 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:
Office License #:
Phone: **Fax:**
Selling Agent: Marty Herr
Selling Agent License #
Phone: **Fax:**
Email: marty.herr@exprealty.com

☐ **Seller's Agent** ☑ **Buyer's Agent** ☐ **Dual Agent** ☐ **Transaction Coord.**

1. **THIS** offer made at 4pm AM/PM 08/03/2021 between (Buyer) Paul Stark specify marital/legal status: single. Address 611 Union st Jackson, mi and Seller city of Jackson

2. **FOR** the purchase of the property commonly known as 1107 Third Street City Jackson Zip 49203 or described as Lot 2 & 44 Ft Of Lot 41 Assessors Garfield located in the city of Jackson, County of Jackson County State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** fifty thousand fifty **Dollars** **$** $50,050.00

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows: all that is listed on the MLS

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 _____ 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/6Ubr-qceH-ldzV

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 09/03/2021

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing.
☐ 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. If the current PRE is 0% and buyer's taxes will be adjusted based on 100% PRE in the same CALENDAR year as close, then taxes will be prorated based on 100%. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Allocation to be determined prior to close.

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.

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Property Address 1107 Third 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. The inspection(s) do not create a list of repairs for the Seller to correct. The negotiated price fairly reflects the present "AS-IS" condition of the property.

☐ 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, negotiate, or refuse to accept the proposed revisions in writing. Seller's failure to respond within the 5 day period constitutes a rejection of the proposed revision. If Seller agrees to the revision, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed revisions, 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 in writing 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 1107 Third Street, Jackson, MI 49203

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** _____

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

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26. Buyer gives the Seller until 5pm AM/PM 08/09/2021, 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.

Paul Stark dotloop verified 08/03/21 2:29 PM EDT FIPB-OZ02-ZIEP-9UBG
BUYER

BUYER

Paul Stark
Print Buyer's Legal Name

Print Buyer's Legal Name

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27. **Seller's Response:** _____ _____ AM/PM

☐ ACCEPT ☐ REJECT ☐ EXCEPT 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

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.

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: August 10th 2021

SUBJECT: Approve the sale of City owned property located at 215 N Thompson St, for $ 32,000 .

Recommendation: Approve the sale of City owned property located at 215 N Thompson St, to Tala Yatooma for $32,000. 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: August 10th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 1107 Third St, for $50,050.

SUMMARY

The City of Jackson owns real property located at 1107 Third St St. Property was placed on the MLS by Real Estate Agent Rich Cook. On August 3rd , 2021 an offer of $50,050 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before September 3rd , 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, tax chargeback, personnel, maintenance, open receivables and real estate cost/fees $10,939.47. Sale price $50,050. Net remaining to be transferred into the City's General Tax Account is $ 39,110.53. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 1107 Third 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 August 3rd,2021 Real Estate Agent Marty Herr of EXP Realty assisted the Buyer Paul Stark with submitting an offer to purchase 1107 Third St from the City of Jackson for the amount of $50,050. Should Council agree to accept the bid amount, the closing is set on or before September 3rd , 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.

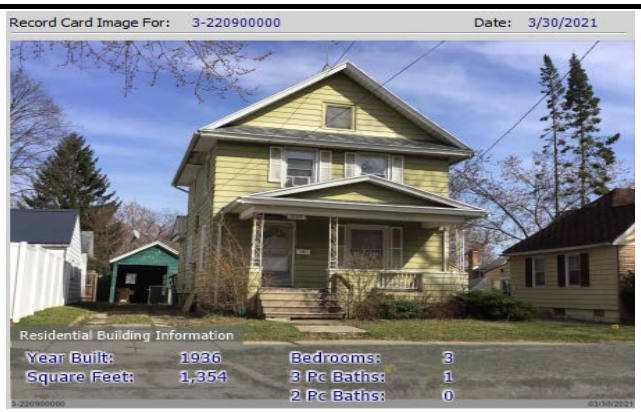
POSITIONS

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

1107 Third

PIN# 3-220900000

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



Ready to List 7.12.21

Sales Price	$	**50,050.00**
Est. Project Cost *	$	10,939.47
Net Sale	**$**	**39,110.54**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Service				$ -	$ -	$ -
Mowhawk	Clean-up Services	Ordered 6.15.21	est.	$ 3,000.00	$ -	$ 3,000.00
						$ -
Subtotal	**Contract Amount(s)**			**$ 3,000.00**	**$ -**	**$ 3,000.00**

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 8.8.21)		$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate		# of Hrs.			
Brian Taylor	$67.52		3.00	$ 202.56	$ 202.56	$ -
Sven Harrison	$50.40		2.00	$ 100.80	$ 100.80	$ -
Mark Fish	$63.77		N/A	$ -	$ -	$ -
Kim Randell	$50.05		N/A	$ -	$ -	$ -
Sindy Foster	$41.65		0.50	$ 20.83	$ 20.83	$ -
Shannon Williams	$47.96		1.00	$ 47.96	$ 47.96	$ -
Shane LaPorte	$75.19		1.00	$ 75.19	$ 75.19	$ -
County Tax Foreclosure / Chargeback Cost (Ward 6 - 2019)		*(Estimated)*		$ 2,953.24	$ 2,953.24	$ -
Open Receivables	N/A	Verified in Building.net 7.12.21		$ -	$ -	$ -
Open Utility	2019	Account# 207427900		$ 286.96		$ 286.96
Open DPW Invoices/Misc Receivables	N/A	Verified in Building.net 7.12.21		$ -	$ -	$ -
Net Real Estate Fees			est.	$ 3,736.93	$ -	$ 3,736.93
Subtotal **Additional Cost**				**$ 7,939.47**	**$ 3,415.58**	**$ 4,523.89**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 10,939.47**	$ 3,415.58	**$ 7,523.89**

ERA REAL ESTATE REARDON REALTY

Property Address: **1107 Third Street** Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		**50050**
Brokerage Fee	**2502.50**	
Transfer Tax	**430.43**	
Tax Proration (Approximate)		
Title Insurance	**604**	
Home Warranty		
Well & Septic		
Transaction Fee	**150**	
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	**50**	
Seller's Concession		
Subtotal	**3736.93**	**50050**
Net Credit/Debit	**46313.07**	
Less Mortgage Balance		
Total Net To Sellers	**46313.07**	

***These figures are estimates only, and subject to change.**

Seller _____ _____ Seller _____ _____

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PURCHASE AGREEMENT

Property Address 1107 Third 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:
Office License #:
Phone: **Fax:**
Selling Agent: Marty Herr
Selling Agent License #
Phone: **Fax:**
Email: marty.herr@exprealty.com

☐ **Seller's Agent** ☑ **Buyer's Agent** ☐ **Dual Agent** ☐ **Transaction Coord.**

1. **THIS** offer made at 4pm AM/PM 08/03/2021 between (Buyer) Paul Stark specify marital/legal status: single. Address 611 Union st Jackson, mi and Seller city of Jackson

2. **FOR** the purchase of the property commonly known as 1107 Third Street City Jackson Zip 49203 or described as Lot 2 & 44 Ft Of Lot 41 Assessors Garfield located in the city of Jackson, County of Jackson County State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** fifty thousand fifty **Dollars** **$** $50,050.00

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows: all that is listed on the MLS

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 _____ 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 09/03/2021

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing.
☐ 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: _____

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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/6Ubr-qceH-ldzV

Property Address 1107 Third 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. The inspection(s) do not create a list of repairs for the Seller to correct. The negotiated price fairly reflects the present "AS-IS" condition of the property.

☐ 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, negotiate, or refuse to accept the proposed revisions in writing. Seller's failure to respond within the 5 day period constitutes a rejection of the proposed revision. If Seller agrees to the revision, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed revisions, 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 in writing 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/6Ubr-qceH-ldzV

PURCHASE AGREEMENT

Property Address 1107 Third Street, Jackson, MI 49203

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** _____

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

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26. Buyer gives the Seller until 5pm AM/PM 08/09/2021, 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.

Paul Stark dotloop verified 08/03/21 2:29 PM EDT FIPB-OZ02-ZIEP-9UBG
BUYER

BUYER

Paul Stark
Print Buyer's Legal Name

Print Buyer's Legal Name

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27. **Seller's Response:** _____ _____ AM/PM

☐ ACCEPT ☐ REJECT ☐ EXCEPT 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

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.

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: August 10th, 2021

SUBJECT: Approve the sale of City owned property located at 1200 Sheldon St, for $12,000.

Recommendation: Approve the sale of City owned property located at 1200 Sheldon St, to Rodney Hamilton Investments for $12,000. 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: August 10th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 1200 Sheldon St, for $12,000.

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. Previously there was an accepted offer for this property however the buyer withdrew. On August 4th, 2021 an offer of $12,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before August 31st, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, tax chargeback, personnel, maintenance, open receivables and real estate cost/fees $11,987.90. Sale price $12,000. Net remaining to be transferred into the City's General Tax Account is $12.10. Upon sale the property will be placed back on the tax roll. Sale of this property will save the City the cost of demo.

HISTORY, BACKGROUND and DISCUSSION

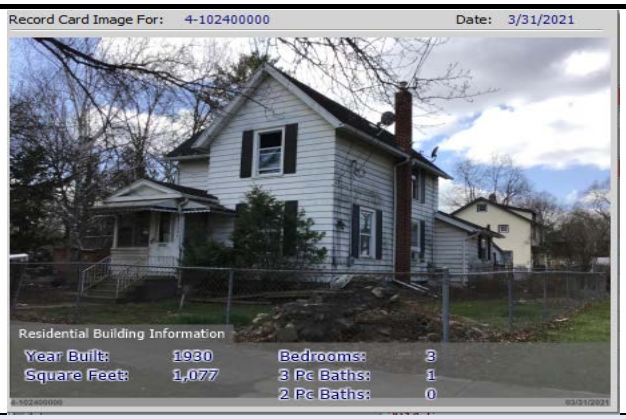
Property located at 1200 Sheldon St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort 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. At the July 13th, 2021 City Council meeting the sale of this structure was approved, to be sold for $15,000 to NI Kole Company. Prior to the closing date agreed upon in the purchase agreement NI Kole Company backed out of the agreement due to the extent repairs needed to make the structure habitable. On August 4th, 2021 Real Estate Agent Rich Cook of ERA Reardon Realty assisted the Buyer Rodney Hamilton with submitting an offer to purchase 1200 Sheldon St from the City of Jackson for the amount of $12,000. Should Council agree to accept the bid amount, the closing is set on or before August 31st, 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

1200 Sheldon St.

PIN# 4-102400000

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



Sales Price	$	12,000.00
Est. Project Cost *	$	11,987.90
Net Sale	**$**	**12.10**

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	$	67.52	3.00	$ 202.56	$ 202.56	$ -
Sven Harrison	$	50.40	2.00	$ 100.80	$ 100.80	$ -
Mark Fish	$	63.77	N/A	$ -	$ -	$ -
Kim Randell	$	50.05	N/A	$ -	$ -	$ -
Sindy Foster	$	41.65	0.50	$ 20.83	$ 20.83	$ -
Shannon Williams	$	47.96	1.00	$ 47.96	$ 47.96	$ -
Shane LaPorte	$	75.19	1.00	$ 75.19	$ 75.19	$ -
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.	$ 2,728.20	$ -	$ 2,728.20
Subtotal	**Additional Cost**			**$ 8,787.90**	**$ 4,597.34**	**$ 4,190.56**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 11,987.90**	$ 4,597.34	**$ 7,390.56**

ERA REAL ESTATE REARDON REALTY

Property Address: **1200 Sheldon Street** Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		12000
Brokerage Fee	2000	
Transfer Tax	103.2	
Tax Proration (Approximate)		
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee	150	
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
Subtotal	2728.2	12000
Net Credit/Debit	9271.8	
Less Mortgage Balance		
Total Net To Sellers	9271.8	

***These figures are estimates only, and subject to change.**

_____ **Seller** ☐ _____ _____ **Seller** ☐ _____

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PURCHASE AGREEMENT

Property Address 1200 Sheldon Street, Jackson, MI 49203

Listing Office: ERA
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 1pm AM/PM 08/04/2021 between (Buyer) Rodney Hamilton Investments, specify marital/legal status: single, Address 802 First st. Jackson mi 4901 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** **$** 12000.

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.

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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 _____(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 08/31/2021.

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/x8Ho-4QhF-ZJ65

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.

dotloop signature verification: dtlp.us/x8Ho-4QhF-ZJ65

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:** _____

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. Buyer gives the Seller until 6pm AM/PM 08/06/2021, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Rodney Hamilton — dotloop verified 08/04/21 2:53 PM EDT DEQ1-VZAR-NX52-X9OG
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: sale by quit claim deed. no tax proration

and Seller gives the Buyer until _____ AM/PM 08/06/2021, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

Jonathan greene — dotloop verified 08/04/21 3:05 PM EDT QEXJ-LZR7-BQWV-J7UV
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: _____

Rodney Hamilton — dotloop verified 08/04/21 3:24 PM EDT L4HL-TOZU-GRXM-IOIA
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.

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