



IF YOU WISH TO ADDRESS THE CITY COUNCIL,
PLEASE COMPLETE FORM LOCATED ON DESK AT ENTRANCE AND PASS TO MAYOR.

AGENDA - CITY COUNCIL MEETING

October 13, 2020

6:30 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE - Invocation will be given by the guest of Fourth Ward Councilmember Laura Schlecte
3. ROLL CALL.
4. ADOPTION OF AGENDA.
5. PRESENTATIONS/PROCLAMATIONS.
6. PUBLIC HEARINGS.
 - A. **Public Hearing for Justice Assistance Grant (JAG) Program:**
Hold a Public Hearing regarding the use of \$41,609, in FY 2020 JAG funds by the City for the purchase of camera system.
 1. *Authorize the signing of the Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use \$41,609, of which \$27,287 in FY2020 JAG funds is for the City's purchase of upgrades to the police department camera system, and \$14,322 is for the County's purchase of mobile computers to be used in their patrol vehicles.*
7. CITIZEN COMMENTS. (3-Minute Limit)

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

A. Accept and place on file the CDBG and Home Financial Summaries Through August 31, 2020.

9. **CONSENT CALENDAR.**

A. Meeting Minutes of September 8, 2020 City Council Meeting

Recommendation: *Approve the regular Meeting Minutes of the August 11, 2020 City Council meeting.*

B. Downtown Development Authority Appointment

Recommendation: *Mayor's recommendation to appoint Tonia White to the Downtown Development Authority, filling a vacancy, beginning immediately and ending December 31, 2023*

C. Accepting grant funds from the State of Michigan Department of Natural Resources.

Recommendation: *Adopt a resolution to accept a Trust Fund Grant from the State of Michigan Department of Natural Resources for MLK Equality Trail Lighting Project from Prospect Street to Weatherwax Road and authorization for the Mayor and Clerk to execute the appropriate documents.*

D. Recognition of Center Stage Jackson as a Nonprofit Organization.

Recommendation: *Consideration of a resolution recognizing Center Stage Jackson as a Nonprofit Organization operating in the community for the purposes of obtaining a Charitable Gaming License.*

E. Engineer's Report for Street Reconstruction and Water and Sewer Main Replacement. Morrell Street-Greenwood Avenue to S. Martin Luther King (MLK), Jr. Drive.

Recommendation: *Receive the Engineer's Report for street reconstruction and water and sewer main replacement for Morrell Street-Greenwood Avenue to S. Martin Luther King (MLK), Jr. Drive, and establish November 10, 2020 at the City Council meeting as the time and place to hold a public hearing of necessity.*

F. Engineer's Report for Street Reconstruction and Water Main Replacement. Steward Avenue-Amtrak Railroad to Ganson Street.

Recommendation: *Receive the Engineer's Report for street reconstruction and water main replacement on Steward Avenue from the Amtrak Railroad to Ganson Street and establish November 10, 2020 at the City Council Meeting as the time and place to hold a public hearing of necessity.*

G. Reject All Bids for the 2020 Asphalt Pavement Crack Treatment Project.

Recommendation: *Reject all bids for the 2020 Asphalt Pavement Crack Treatment contract.*

H. Halloween Resolution:

Approve a resolution establishing Halloween hours between 6:00 p.m. and 8:00 p.m. on Thursday, October 31, 2020.

I. Consideration of an amendment to the poverty exemption resolution.

Recommendation: *To approve a resolution to remove the graduated scale for partial poverty exemptions, remove the age consideration, and amend the asset test.*

J. Special Event Application for the Jackson County Veteran's Council Veteran's Day Ceremony.

Recommendation: *Approve a request from the Jackson County Veteran's Council to conduct their Veteran's Day Ceremony on Wednesday, November 11, 2020 in Withington Park.*

10. OTHER BUSINESS.

A. Second Reading and Final Adoption of Ordinance 2020-16

Recommendation: *Adopt Ordinance No. 2020-16 amending Chapter 28 of the Code of Ordinances, modifying regulations for medical and adult use Marijuana facilities.*

B. Second Reading and Final Adoption of Ordinance 2020-17

Recommendation: *Adopt Ordinance No. 2020-17 amending Section 28-32 of Chapter 28 of the Code of Ordinances, rezoning 213 N. Grinnell from R-2 (One and Two Family Residential) to R-4 (High Density Apartment and Office).*

11. NEW BUSINESS.

- A. Award Viking Rental Properties LLC as Highest Qualified Bidder to Purchase 734 Ellery Ave for the amount of \$18,000 from the City of Jackson**
Recommendation: *Award Viking Rental Properties LLC as highest qualified Bidder to Purchase and rehabilitate 734 Ellery Ave from the City of Jackson. Authorize the City Manager to create the Property Transfer and Development Agreement and any other authorized documents to complete the sale of the property.*
- B. Award Robert Kelley as Highest Qualified Bidder to Purchase 262 Douglas for the amount of \$10,500 Street from the City of Jackson**
Recommendation: *The sale of Award Robert Kelley as highest qualified bidder to purchase and rehabilitate 262 Douglas Street from the City of Jackson. Authorize the City Manager to create the Property Transfer and Development Agreement and any other authorized documents to complete the sale of the property*
- C. Water Plant Filter Gallery Improvements.**
Recommendation: *Award the contract for the Water Treatment Plant filter gallery improvements to Allied Mechanical Services for lump sum bid amount of \$1,165,000.00.*
- D. Extend the Contract for Police Department and downtown sidewalk and parking Lot snow removal to Executive Property Maintenance.**
Recommendation: *Extend the contract for downtown and Police Department sidewalk, and parking lot snow removal to Executive Property Maintenance at a cost of \$81,045.00. (The same price as last year.)*
- E. First Reading of Ordinance Creating Corridor Improvement Authority and Adoption of Accompanying Resolution.**
RECOMMENDATION: *Approve First Reading of Ordinance Establishing Martin Luther King Jr. Drive Corridor Improvement Authority and Adopt Accompanying Resolution.*
- F. Special Event Application fees**
Recommendation: *Approve a request from the Jackson Downtown Development Authority to change the fee structure for City of Jackson Special Event Applications*
- G. Award a Demolition Contract in the Total Amount of \$54,950 to Demolish One (1) Commercial Structure.**
Recommendation: *Award a demolition contract in the total amount of \$54,950 to demolish 402-404 W. Franklin (former Frank's Finer Foods) to Bolle Contracting.*

H. Ordinance amending the off-street parking, loading and access design standards as outlined in Article IV, Sec. 28-100, planned building group shopping center regulations as outlined in Article V, Section 28-160, and signs regulations as outlined in Article IX, Section 28-253 and 28-257 in Chapter 28 of the Code of Ordinances

Recommendation: *Introduce the Ordinance in first reading, and forward to second reading the amendments to the off-street parking, loading and access design standards (Article IV, Sec. 28-100), planned building group shopping center regulations (Article V, Section 28-160) and signs regulations (Article IX, Section 28-253 and 28-257) in Chapter 28 of the Code of Ordinances*

12. CITY COUNCILMEMBER'S COMMENTS
13. MANAGER'S COMMENTS.
14. ADJOURNMENT.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: October 13, 2020
SUBJECT: Schedule Public Hearing for Justice Assistance Grant (JAG) Program


Recommendation:

To schedule a public hearing at the October 13, 2020, City Council meeting regarding the use of \$27,287 in FY2020 JAG funds by the City for the purchase of upgrades to the police department's security camera system.

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: October 13, 2020
RECOMMENDATION: Scheduling a Public Hearing

SUMMARY

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2020 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of \$41,609.

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 \$27,287 and will use the money to upgrade the current security camera system in and around the Department. In addition, equipment for the Violent Crime Unit will be purchased.

The Jackson County Sheriff's Department will receive \$14,322 and will use their funds to purchase new mobile data computers for their patrol vehicles.

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 October 13, 2020, City Council meeting.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: October 13, 2020
SUBJECT: Accept and place on file the CDBG and HOME Financial Summaries through August 31, 2020

Recommendation:

Accept and place on file the CDBG and HOME Financial Summaries through August 31, 2020.

Attached is a memo from Jennifer Morris, the Director of Neighborhood and Economic Operations, regarding accepting and placing on file the CDBG and HOME Financial Summaries through August 31, 2020. Monthly expenses includes Personnel Salaries & Expenses, Administration, and Demolition project cost.

I recommend accepting and placing on file the CDBG and HOME Financial Summaries through August 31, 2020. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jennifer Morris, Director of Neighborhood and Economic Operations

DATE: October 13, 2020

RECOMMENDATION: To accept and place on file the CDBG and HOME Financial Summaries through August 31, 2020

SUMMARY

Attached please find the Financial Summaries for the CDBG and HOME funds for the month ending August 31, 2020.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Admin Cost
- Demolition project cost.
 - ❖ 651 Cooper St. (ETC)
 - ❖ 207 S. Gorham St.

My recommendation is to accept and place on file the CDBG and HOME Financial Summaries through August 31, 2020.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Two Months Ended August 31, 2020

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 Administration & Planning							
FY 2019/2020	78,000	-	17,456	23,622	23,622	54,378	30.3%
FY 2020/2021	50,000	-	-	-	-	50,000	0.0%
<u>Code Enforcement</u>							
2 City Attorney Office							
FY 2019/2020	28,700	2,949	-	-	2,949	25,751	10.3%
FY 2020/2021	45,000	-	-	-	-	45,000	0.0%
<u>Rehabilitation Projects</u>							
3 Rehabilitation Administration							
FY 2017/2018	123,500	105,736	8,427	16,686	122,422	1,078	99.1%
FY 2019/2020	46,450	-	-	-	-	46,450	0.0%
4 Homeowner Rehabilitation							
FY 2016/2017	75,000	21,829	-	-	21,829	53,171	29.1%
5 City Emergency Hazard Repair Program							
FY 2018/2019	226,635	150,359	-	-	150,359	76,276	66.3%
FY 2020/2021	424,056	-	-	-	-	424,056	0.0%
6 Downtown-Investor Rehabilitation							
FY 2016/2017	453,607	386,330	-	-	386,330	67,277	85.2%
FY 2017/2018	69,788	-	-	-	-	69,788	0.0%

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Two Months Ended August 31, 2020

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Street Projects</u>							
7 Special Assessments (FY 2015/2016)							
FY 2019/2020	25,000		-	-	-	25,000	0.0%
8 Third St: Washington to Michigan (FY 2019/2020)	200,000	21,592	-	-	21,592	178,408	10.8%
9 Washington Ave: First to Fourth (FY 2019/2020)	280,000	27,122	-	-	27,122	252,878	9.7%
10 Steward: RR to E Ganson (FY 2019/2020)							
FY 2019/2020	24,550	23,880	-	-	23,880	670	97.3%
FY 2020/2021	170,000		-	-	-	170,000	0.0%
11 Street Lighting (FY 2019/2020)	379,924	53,536	-	-	53,536	326,388	14.1%
Pre-construction Design (FY 2020/2021)	371,266	53,536	-	-	53,536	317,730	14.4%
<u>Recreation -Other Projects</u>							
12 Loomis Park Court Improvements	312,849	6,500	-	-	6,500	306,349	2.1%
13 Park Improvements							
FY 2018/2019	80,000	68,858	-	-	68,858	11,142	86.1%
<u>Public Service</u>							
14 King Center Summer Youth Program (FY 2019/2020)	20,000	18,832	-	-	18,832	1,168	94.2%
15 Work Core (FY 2019/2020)	23,552	-	-	-	-	23,552	0.0%
16 Loomis Park Playground Program (FY 2019/2020)	8,640	2,881	-	-	2,881	5,759	33.3%
17 Kitchen Incubator Program (FY 2019/2020)	100,000	-	-	-	-	100,000	0.0%
<u>Demolition</u>							
18 Demolition							
FY 2016/2017	136,125	81,092	27,686	46,149	127,241	8,884	93.5%
FY 2019/2020	259,000	-	-	-	-	259,000	0.0%
FY 2020/2021	300,000	-	-	-	-	300,000	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the Two Months Ended August 31, 2020

	<u>Budgeted</u>	<u>Total Prior Year Funds Expended</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
1 Rehabilitation Assistance Program							
FY 2018/2019	161,290	146,448	-	-	146,448	14,842	90.8%
FY 2019/2020	55,068	-	-	-	-	55,068	0.0%
2 HOME Administration			-				
FY 2020/2021	33,000	-	-	-	-	33,000	0.0%
3 CHDO Reservation			-				
FY 2017/2018	40,000	-	-	-	-	40,000	0.0%
FY 2018/2019	175,584	-	-	-	-	175,584	0.0%
FY 2019/2020	503,052	-	-	-	-	503,052	0.0%
FY 2020/2021	287,500	-	-	-	-	287,500	0.0%
4 CHDO Operating Expenses							
FY 2017/2018	14,000	-	-	-	-	14,000	0.0%
FY 2018/2019	18,000	-	-	-	-	18,000	0.0%
FY 2019/2020	18,000	-	-	-	-	18,000	0.0%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%



CITY COUNCIL MEETING MINUTES
September 8, 2020

CALL TO ORDER:

The Jackson City Council met in regular session, in compliance with State of Michigan Executive Order No. 2020-154, and was called to order at 6:30 p.m. by Mayor Derek J. Dobies.

PLEDGE OF ALLEGIANCE AND INVOCATION:

The Council joined in the Pledge of Allegiance. Third Ward Councilmember Jeromy Alexander offered best wishes in hopes that everyone had a well spent summer, to convey his thoughts for all the families working to return to school through the issues they may be experiencing, and hopes that the community has the tenacity to get through the challenges ahead.

ROLL CALL:

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

Absent: none.

Also present: City Manager Jonathan Greene, City Assessor Jason Yoakam, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Assistant City Manager Shane LaPorte, Director of Neighborhood and Economic Operations Jennifer Morris, Director of Police and Fire Services Elmer Hitt, Director of Finance Phil Hones, City Engineer Jon Dowling, Public Information Officer Aaron Dimick, Director of Parks and Recreation Kelli Hoover, Downtown Development Director Cory Mays, and Chief Equity Officer John Willis.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

Public Hearing to receive citizen comments on the Community Development Block Grant Coronavirus (CDBG-CV) Substantial Amendment for Water Shutoff Protection

Conduct a Virtual Public Hearing to Receive Citizen Comments on the Community Development Block Grant - Coronavirus (CDBG-CV) Substantial Amendment for Water Shutoff Protection and Authorize the Mayor to Sign Required Documents for Submission to HUD.

No comments were submitted for the public hearing.

Motion was made by Councilmember Robinson, seconded by Councilmember Forgrave to approve the Substantial Amendment for water shut off protection, authorize the Mayor to sign required documents for submission to HUD. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

City Clerk Andrea Muray read into the record comments that were submitted for the meeting.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

- A. Accept and place on file CDBG and HOME Fund Financial Summaries through July 31, 2020.**

Motion was made by Councilmember Schlecte, seconded by Mayor Dobies to accept and place on file the CDBG and HOME Financial Summaries through July 31, 2020. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

- A. Meeting Minutes of August 11, 2020 City Council Meeting**
Recommendation: *Approve the regular Meeting Minutes of the August 11, 2020 City Council meeting.*

- B. Jackson Public Arts Commission Appointment:**
Recommendation: *Mayor's recommendation to appoint Karen Bunnell 5th Ward Councilmember to the Jackson Public Arts Commission, filling a vacancy, beginning immediately and ending December 31, 2023.*
- C. Environmental Commission Appointment**
Recommendation: *Mayor's recommendation to appoint Kelsey Heck to the Environmental Commission filling a vacancy, beginning immediately and ending December 31, 2023.*
- D. Special Event Application for the Jackson Downtown Development Authority's Sidewalk Sales**
Recommendation: *Approve a request from the Jackson Downtown Development Authority to host downtown Sidewalk Sale events September 11-12, October 9-10, November 13-14, and December 11-12, 2020, from 9 am to 9 pm on the sidewalks of downtown Jackson*
- E. Special Event Application for the Grand River Environmental Action Team's Grand River Cleanup**
Recommendation: *Approve a request from the Grand River Environmental Action Team to host the Grand River Cleanup on September 12, 2020 from 7 am to 2 pm in R.A. Greene Park and the Grand River*
- F. Special Event Application for the Cascades Humane Society's Paws in the Park**
Recommendation: *Approve a request from the Cascades Humane Society to host a Paws in the Park run/walk on September 19, 2020 from 7 am to 12 pm at the Sparks Foundation (Cascades) County Park*
- G. Special Event Application for the Exit Realty Client Appreciation Event**
Recommendation: *Approve a request from My Smart Team Exit Realty 1st to host a Client Appreciation Event on September 19, 2020 from 8 am to 2 pm in Bucky Harris Park.*
- H. Special Event Application for the Pentecostal Church of God's Providing Hope in Jackson through Jesus Christ events**
Recommendation: *Approve a request from the Pentecostal Church of God to host the Providing Hope in Jackson through Jesus Christ events on September 20, 2020 and October 4, 2020 from 11 am to 2 pm in Horace Blackman Park*

- I. **Special Event Application for the Advancing Kingdom Tribe’s Worship in the Park**
Recommendation: *Approve a request from the Advancing Kingdom Tribe to host Worship in the Park on September 12-13 (Horace Blackman Park) and October 17-18 (Bucky Harris Park).*

- J. **Special Event Application for the 2021 Gus Macker 3-on-3 Basketball Tournament**
Recommendation: *Approve a request from Experience Jackson to conduct the 2021 Gus Macker 3-on-3 Basketball Tournament on Friday, July 23 – Sunday, July 25, 2021 on the streets of downtown Jackson.*

- K. **Establish Public Hearing for Justice Assistance Grant (JAG) Program**
Recommendation: *To schedule a public hearing at the October 13, 2020, City Council meeting regarding the use of \$27,287 in FY2020 JAG funds by the City for the purchase of upgrades to the police department’s security camera system.*

- L. **Jackson Public Arts Commission Resignation**
Receipt with regret the resignation of Laura Dwyer Schlecte from the Jackson Public Arts Commission.

Motion was made by Councilmember Schlecte, seconded by Mayor Dobies to approve the consent calendar. Councilmember Alexander requested that Item C be considered separately. Vote was taken on the consent calendar as amended. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Mayor Dobies, seconded by Councilmember Robinson to appoint Kelsey Heck to the Environmental Commission filling a vacancy, beginning immediately and ending December 31, 2023. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Alexander (1). Motion carried.

OTHER BUSINESS:

- A. **Second Reading and Final Adoption of Ordinance 2020-10**
Recommendation: *Adopt Ordinance No. 2020-10 amending Chapter 22 – Special Assessments, of the City of Jackson, Michigan Code of Ordinances, Section 22-9 providing due dates for special assessment payments to be included on the ad valorem tax bill for those property owners included within the special assessment tax roll*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to move for final adoption. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Schlecte, Bunnell, and Forgrave (5). Nays: councilmembers Dancy and Alexander (2). Motion carried.

B. Second Reading and Final Adoption of Ordinance 2020-12

Recommendation: *Adopt Ordinance No. 2020-12 amending Article 1, Chapter 2 of the Code of Ordinances, to create a Department of Diversity, Equity, and Inclusion*

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

C. Second Reading and Final Adoption of Ordinance 2020-13

Recommendation: *Adopt Ordinance No. 2020-13 amending Article II, Chapter 2 of the Code of Ordinances, to establish a Racial Equity Commission*

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

D. Second Reading and Final Adoption of Ordinance 2020-14

Recommendation: *Adopt Ordinance No. 2020-14 amending Chapter 15, Sections 15-1 through 15-70 of the Code of Ordinances, to establish a Racial Equity Commission.*

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

E. Second Reading and Final Adoption of Ordinance 2020-15

Recommendation: *Adopt Ordinance No. 2020-15 amending Article 18, Chapter 16 of the Code of Ordinances, amending various sections of the Marihuana Uses Ordinance.*

Motion was made by Councilmember Schlecte, seconded by Mayor Dobies to move for final adoption. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

NEW BUSINESS:

- A. Memorandum of Understanding for Justice Assistance Grant**
Recommendation: *Authorize the signing of the Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use \$41,609, of which \$27,287 in FY2020 JAG funds is for the City's purchase of upgrades to the police department camera system, and \$14,322 is for the County's purchase of mobile computers to be used in their patrol vehicles.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to Authorize the signing of the Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use \$41,609, of which \$27,287 in FY2020 JAG funds is for the City's purchase of upgrades to the police department camera system, and \$14,322 is for the County's purchase of mobile computers to be used in their patrol vehicles. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- B. Award the Loomis Park Basketball and Trail Project contract to 5 Leprechauns of Jackson, Michigan in the amount of \$275,929**
Recommendation: *Award the Loomis Park Basketball and Trail Project contract to 5 Leprechauns of Jackson, Michigan and authorize the Mayor and Clerk to execute the appropriate documents and authorize the City Manager to approve any and all change orders to complete the project.*

Motion was made by Councilmember Dancy, seconded by Councilmember Robinson to award the Loomis Park Basketball and Trail Project contract to 5 Leprechauns of Jackson, Michigan and authorize the Mayor and Clerk to execute the appropriate documents and authorize the City Manager to approve any and all change orders to complete the project. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- C. Approve purchase of 4,000 tons of road salt from Detroit Salt Company for \$66.98 per ton for a total of \$267,920.00 for the 2020-2021 winter season**
Recommendation: *Approve the purchase of 4,000 tons of road salt from Detroit Salt Company for \$66.98 per ton for a total amount of \$267,920.00 for the 2020-2021 winter season through cooperative bidding with the Jackson County Department of Transportation.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to Approve the purchase of 4,000 tons of road salt from Detroit Salt Company for \$66.98 per ton for a total amount of \$267,920.00 for the 2020-2021 winter season through cooperative bidding with the Jackson County Department of Transportation. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- D. Contract Award for Elmdale Drive Sewer Reconstruction Contract**
Recommendation: *Approval of an award of the contract for the Elmdale Drive Sewer Reconstruction contract to C& D Hughes, Inc. of Charlotte, Michigan at a cost of \$143,304.64 and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Robinson to award the contract for the Elmdale Drive Sewer Reconstruction contract to C& D Hughes, Inc. of Charlotte, Michigan at a cost of \$143,304.64 and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- E. Contract Award for the As-Needed Lead Service Line Replacement Project**
Recommendation: *Approval of an award of the contract for the As-Needed Lead Service Line Replacement project to SWT Excavating of Galesburg, Michigan at the cost of \$136,649.85 and authorization for the Mayor and city clerk to execute the appropriate document(s) in accordance with Purchasing Agent.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to award the contract for the As-Needed Lead Service Line Replacement project to SWT Excavating of Galesburg, Michigan at the cost of \$136,649.85 and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with Purchasing Agent. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

F. Award for 2020 Pavement Marking Contract

Recommendation: *Approval of an award for the 2020 Pavement Marking contract to PK Contracting Inc. of Troy, Michigan at a cost of \$73,308.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent, and authorization for the City Attorney to make minor revisions if needed.*

Motion was made by Councilmember Schlecte, seconded by Mayor Dobies to award the 2020 Pavement Marking contract to PK Contracting Inc. of Troy, Michigan at a cost of \$73,308.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent, and authorization for the City Attorney to make minor revisions if needed. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

G. Award for Chalet Terrace Street Resurfacing Phase 1 Project (CDBG Funded)

Recommendation: *Approval of an award of the contract for the Chalet Terrace Street Resurfacing, Phase 1 project 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 Robinson, seconded by Councilmember Schlecte to move for approval. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

H. Traffic Control Order 2322 500 block of Hibbard Avenue, South of Ganson Street

Recommendation: *Approval of Traffic Control Order 2322 to install two "No Parking Any Time" signs for the west side of the 500 block of Hibbard Ave*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve Traffic Control Order 2322 to install two "No Parking Any Time" signs for the west side of the 500 block of Hibbard Ave. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

I. Traffic Control Order 2323 Chester Street from Pringle Street to Page Avenue

Recommendation: *Approval of Traffic Control Order 2323 to install "No Parking Any Time" signs on the east side of Chester St. from Pringle St. to Page Ave*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve Traffic Control Order 2323 to install "No Parking Any Time" signs on the east side of Chester St. from Pringle St. to Page Ave. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

J. Traffic Control Orders 2324-2327 Waterloo Street and East Avenue at Michigan Avenue

Recommendation: *Approval of Traffic Control Orders 2324-2327 to install "Turning Vehicles Yield to Pedestrians" signs on Waterloo St. and East Ave. at Michigan Ave*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve Traffic Control Orders 2324-2327 to install "Turning Vehicles Yield to Pedestrians" signs on Waterloo St. and East Ave. at Michigan Ave. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

K. Waive the Local Emergency Hazard Rehabilitation Loan Limit of \$25,000 and Award a Rehabilitation Contract in the Amount of \$34,900 to Lester Brothers Excavating for 1036 Greenwood Ave

Recommendation: *Waive the local emergency hazard rehabilitation loan limit of \$25,000 and award a rehabilitation contract in the amount of \$34,900 to Lester Brothers Excavating for 1036 Greenwood Ave*

Motion was made by Councilmember Forgrave, seconded by Councilmember Robinson to waive the local emergency hazard rehabilitation loan limit of \$25,000 and award a rehabilitation contract in the amount of \$34,900 to Lester Brothers Excavating for 1036 Greenwood Ave. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- L. **Ordinance amending Chapter 28, Article I, Sec. 28-5, Article III, Sec. 28-71, and Article V, Sec. 28-140 of the Code of Ordinances (First Reading)**
Recommendation: *Approve first reading and advance for second read/final approval the attached Ordinance amendments to Chapter 28, Article I, Sec. 28-5, Article III, Sec. 28-71, and Article V, Sec. 28-140 of the Code of Ordinances*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve the first reading and advance for second read/final approval the attached Ordinance amendments to Chapter 28, Article I, Sec. 28-5, Article III, Sec. 28-71, and Article V, Sec. 28-140 of the Code of Ordinances. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- M. **Ordinance amending Chapter 28, Section 28-32, of the Code of Ordinances, to rezone 213 N. Grinnell Street from R-2, One and Two Family Residential to R-4, High Density Apartment and Office (First Reading)**
Recommendation: *Approve first reading and forward to second reading the Ordinance amending Chapter 28, Section 28-32, City Code, to rezone 213 N. Grinnell Street from R-2, One and Two Family Residential to R-4, High Density Apartment and Office as per the recommendation from the Planning Commission*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve first reading and forward to second reading the Ordinance amending Chapter 28, Section 28-32, City Code, to rezone 213 N. Grinnell Street from R-2, One and Two Family Residential to R-4, High Density Apartment and Office as per the recommendation from the Planning Commission. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- N. **Appointed Official Performance Evaluation; Consideration of Talent Proposal from Amy Cell Talent**
Recommendation: *Approve proposed Talent Proposal dated July 3, 2020 from Amy Cell Talent to conduct performance evaluations of the City's Appointed Officials*

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

O. Approve the Resolution to Amend the CDBG Budgets for Fiscal Years 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021 to Create and Fund a New CDBG Activity to Rehabilitate the Boos Center in Loomis Park

Recommendation: *Approve the resolution to amend the Community Development Block Grant (CDBG) budgets for Fiscal Years 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021 to create and fund a new CDBG activity to rehabilitate the Boos Center in Loomis Park.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the resolution to amend the Community Development Block Grant (CDBG) budgets for Fiscal Years 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021 to create and fund a new CDBG activity to rehabilitate the Boos Center in Loomis Park. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

P. Approve the Resolution Authorizing Judicial Services Group, LLC to Represent the City of Jackson in Small Claims Actions regarding Unpaid NEO fees

Recommendation: *Approve a Resolution authorizing employees of Judicial Services Group, LLC to represent the City of Jackson Regarding Collection of Unpaid NEO Fees*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve a Resolution authorizing employees of Judicial Services Group, LLC to represent the City of Jackson Regarding Collection of unpaid NEO Fees. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Q. Approve the Resolution Authorizing Issuance of 2020 Special Assessment Bonds

Recommendation: *Adoption of Resolution Authorizing Issuance of 2020 Special Assessment Bonds*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to adopt the resolution authorizing issuance of 2020 Special Assessment Bonds. Vote - Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENT:

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

MANAGER'S COMMENTS:

City Manager Jonathan Green declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Alexander, seconded by Councilmember Dancy. Vote was done by voice with all in favor. Mayor Dobies adjourned the meeting at 7:56 p.m.

MEMO TO: City Councilmembers

FROM: Mayor Dobies

DATE: October 13, 2020

SUBJECT: Downtown Development Authority Appointment

Recommendation: Mayor's recommendation to appoint Tonia White to the Downtown Development Authority, filling a current vacancy, beginning immediately and ending December 31, 2023.

Your consideration and concurrence is appreciated

DD

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: October 13, 2020
SUBJECT: Accepting grant funds from the State of Michigan Department of Natural Resources.

Recommendation:

Adopt a resolution to accept a Trust Fund Grant from the State of Michigan Department of Natural Resources for MLK Equality Trail Lighting Project from Prospect Street to Weatherwax Road and authorization for the Mayor and Clerk to execute the appropriate documents.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries, regarding the contract with the State of Michigan Department of Natural Resources.

We recommend approval of the resolution to accept a grant for the MLK Equality Trail Lighting Project and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries
DATE: October 13, 2020

RECOMMENDATION: Approval of a resolution to accept a grant from the Michigan Department of Natural Resources (MDNR) for light construction from the Prospect Street to Weatherwax Road along the MLK Equality Trail and authorization for the Mayor and Clerk to execute the appropriate documents.

SUMMARY

Attached is a resolution to accept the MDNR Trust Fund Grant for the lighting along the MLK Equality Trail from the Prospect Street to Weatherwax Road.

BUDGETARY CONSIDERATIONS

The trail project will be funded through the following areas;

MDNR Trust Fund Grant	\$300,000
Public Improvement Funds	\$217,900

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Parks, Recreation and Cemeteries Department has partnered in the past with the MDNR Trust Fund Grants at Cooper Street Trail, PAKA Trail, Bloomfield, Exchange, Ella Sharp, Rotary, Lions Parks amongst several other projects with great success.

DISCUSSION OF THE ISSUE

In 2018 the City started the trail light project from Morrell Street through the Howards Woods Complex and MLK Center to Prospect Street. This project would be a continuation to our trail head at Weatherwax Rd. We have received many complaints about trail safety with the new trail lights.

POSITIONS

I request the attached resolution to enter into contract with the Michigan Department of Natural Resources be approved by the City Council, and the Mayor and Treasurer/City Clerk be authorized to sign the appropriate contract documents.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson seeks to extend the City Trail Lighting System west from the Prospect Street to Weatherwax Road, and

WHEREAS, the City accepts and agrees to the terms and agreements as received from the Michigan Department of Natural Resources, and

WHEREAS, the City shall appropriate all funds necessary to complete the project during the project period and to provide \$217,900 dollars to match the grant authorized by the State of Michigan Department of Natural Resources, and

WHEREAS, the City shall maintain satisfactory financial accounts, documents, and records and make them available to the State of Michigan Department of Natural Resources for auditing at reasonable times, and

WHEREAS, the City shall construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement, and

WHEREAS, the City shall regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms; and

WHEREAS, the City shall comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City of Jackson City Council approves the resolution to accept a grant from the Michigan Department of Natural Resources (MDNR) for the MLK Equality Trail Lightening Project and give authorization for the Mayor and City Clerk/Treasurer to execute the appropriate documents.

* * * * *

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

I, Andrea Murray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the ____ day of _____.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this ____ day of _____, 2020.

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: October 13, 2020
SUBJECT: Recognition of Center Stage Jackson as a Nonprofit Organization

RECOMMENDATION:

Consideration of a resolution recognizing Center Stage Jackson as a Nonprofit Organization operating in the community for the purpose of obtaining a Charitable Gaming License.

Attached are documents submitted by Center Stage Jackson and a resolution recognizing Center Stage Jackson as a nonprofit organization,

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

CENTERSTAGE JACKSON

your community theatre



Mission & History

Mission Statement

The purpose of this organization is to cultivate, advance, and promote the appreciation of dramatic arts with the community by presenting amateur theatrical productions. The organization will make educational opportunities available for its

members while serving the community in artistic expressions.

Organization History

Center Stage Jackson is a 501(c)3 non-profit organization that operates primarily with volunteers. We strive to provide a positive atmosphere for the community to appreciate or to participate in live theatre performances.

Center Stage Jackson was formed in 2000-2001 following the merger of the Clark Lake Players and the Jackson Civic Theater.

The Clark Lake Players was founded in 1954 as the Pleasant View Players and presented shows during the summer months. They originally performed at the Pleasant View Hotel pavilion in Clark Lake then at the Clark Lake Lodge before moving to Clark Lake's Eagle Point in 1964 and finally to Jackson College's Potter Center in 1979.

The Jackson Civic Theater was formed in the early 1960s by the Jackson city Recreation Department. Its first plays were staged at City Hall. In 1966, the group moved to Stone Village on Probert Road before finally landing at the JCC Potter Center. JCT productions ran during the school year.

In September of 2000, the two groups merged and Center Stage Jackson was born. Its first production was *Art*.

Since its inception, CSJ has expanded beyond traditional plays and musicals and typically produces an annual cabaret, a youth singing competition, a number of staged readings, and two youth theater productions (a play and a musical). See more about our yearly events here.

Production History

* = Youth Theater + = Staged Reading

2020-2021 Season

The Wizard of Oz

2021 Cabaret

Jungle Book*

Murder-Mystery at the Murder Mystery

The Enchanted Bookshop*

Something Rotten!

2019-2020 Season

The Wizard of Oz — Postponed to June 2021
due to COVID-19

2020 Cabaret -- Postponed due to COVID-19

No Strings Attached*

Making God Laugh

Fairy Tale One-Acts*

Jekyll & Hyde

2018-2019 Season

Peter Pan

What's New, Broadway? Cabaret

Rockin' Robin Hood*

Old Time Radio Hour +

Jeeves Intervenes

Wagon Wheels A-Rollin*

The Music Man

2017-2018 Season

Old Time Radio Drama +

The Drowsy Chaperone

The Ladies Foursome +

Cabernet Cabaret

HONK! Jr.*

The Odd Couple – Female Version

Old Time Radio Drama +

A Dickens Christmas Carol*

My Fair Lady

2016-2017 Season

Shrek the Musical

Daring Greatly: A Cabaret About Taking Risks

A Pirate's Life for Me!*
And Then There Were None
84 Charing Cross +
Alice @ Wonderland*
Fiddler on the Roof
The Gingerbread House +
Venus in Fur +

2015-2016 Season

1776
Perfect Score +
An Evening of Sondheim Cabaret
Mr. Marmalade +
Charleston! *
The Gin Game +
Arsenic and Old Lace
Rumpelstiltskin, Private Eye *
Gypsy *
Agnes of God +
The Nerd +

2014-2015 Season

The Dixie Swim Club +
Monty Python's SPAMALOT
Law & Order: Nursery Rhyme Unit +
Let's Duet Cabaret
Oz! The Musical *
The Iliad, The Odyssey, and All of Greek
Mythology in 99 Minutes or Less
The Keeper of the Tales *
The Addams Family



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Center Stage Jackson of Jackson,
NAME OF ORGANIZATION CITY

county of Jackson, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

FROM :JACKSON CITY ATTORNEY

FAX NU. :517 788 4059

May. 24 2005 02:06PM P1

Internal Revenue Service
District Director

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date: JUL 23 2001

Center Stage Jackson
c/o Richard Johnson
PO Box 822
Jackson, MI 49204

Person to Contact - ID#: Dale Schaber 31-03901
Contact Telephone Numbers:
877-829-8500 Phone
513-684-5936 FAX
Federal Identification Number:
38-2262365

Dear Sir or Madam:

By our determination dated October 1983, you were held to be exempt from Federal Income Tax under the provisions of section 501(c)(3) of the Internal Revenue Code.

You recently furnished us information that the Clarke Lake Players merged with Jackson Civic Theatre of Jackson Community College and changed the name to Center Stage Jackson on April 27, 2001. Based on the information submitted, we have determined that the merger does not affect your exempt status. The organization will continue using Employer Identification Number 38-2262365.

Please let us know about any further changes in the character, purposes, method of operation, name or address of your organization.

If you have any questions regarding this matter, please contact the person whose name and telephone number appear in the heading of this letter.

orig all supporting docs

Sincerely,
Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Enclosure

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 13, 2020

SUBJECT: **Engineer's Report for Street Reconstruction and Water and Sewer Main Replacement Morrell Street – Greenwood Avenue to S. Martin Luther King (MLK), Jr. Drive,**

Recommendation:

Receive the Engineer's Report for Street Reconstruction and Water and Sewer Main Replacement for Morrell Street – Greenwood Avenue to S. Martin Luther King (MLK), Jr. Drive, and establish November 10, 2020 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Jon Dowling, City Engineer regarding street reconstruction and water and sewer main replacement on Morrell Street – Greenwood Avenue to S. MLK, Jr. Drive,

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: October 13, 2020

RECOMMENDATION: Receive the Engineer's Report for Street Reconstruction and Water and Sewer Main Replacement for Morrell Street – Greenwood Avenue to S. Martin Luther King (MLK), Jr. Drive, and establish November 10, 2020 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held November 10, 2020 for street reconstruction and water and sewer main replacement on Morrell Street from Greenwood Avenue to S. MLK, Jr. Drive. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	\$126,637.50
Major Street Funds	\$250,367.75
MDOT/FHWA Funds	\$776,186.00
Sewer Funds	\$90,710.00
Water Funds	<u>\$677,000.00</u>
Total Project Cost	\$1,920,901.25

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

HISTORY, BACKGROUND and DISCUSSION

Engineering records indicate the pavement and concrete curbs were fully reconstructed on Morrell Street from Greenwood Avenue to S. MLK Jr. Drive in 1980. The water main between Greenwood and Jackson Street was built in 1925, between Jackson and Williams Street in 1926 and between Williams and S. MLK Jr. Drive in 1919. The sanitary sewers were built between 1910 and 1925. Records show that the roadway was sealcoated in 1997 and crack filled in 2002. The current condition of the pavement is very poor. It has cracking, potholes and extensive patching throughout. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes full depth pavement replacement with new aggregate base and new hot mix asphalt. In conjunction with the street construction, the antiquated water mains throughout the project area will be replaced as will the sewers between Chittock Street and Cooley Place.

The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood. During the street reconstruction the broken or damaged sidewalks and curbs within the project area will be replaced with new concrete. The drive approaches to the vacant parcels will be removed and new concrete curb will be installed. Decorative street lighting will be installed throughout the project area, and extend north from Mason Street to Washington Avenue.

POSITIONS

I request receipt of the Engineer's Report for street reconstruction and water and sewer main replacement on Morrell Street from Greenwood Avenue to S. MLK, Jr. Drive and approval of the establishment of November 10, 2020 at the City Council meeting as the time and place to hold a public hearing of necessity.



Photo 1: Morrell at Greenwood, looking east



Photo 2: Morrell at Jackson, looking east



Photo 3: Morrell at Williams, looking east



Photo 4: Morrell at Maple, looking east

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 13, 2020

SUBJECT: **Engineer's Report for Street Reconstruction and
Water Main Replacement
Steward Avenue – Amtrak Railroad to Ganson Street**

Recommendation:

Receive the Engineer's Report for street reconstruction and water main replacement on Steward Avenue from the Amtrak Railroad to Ganson Street and establish November 10, 2020 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Jon Dowling, City Engineer regarding street reconstruction and water main replacement on Steward Avenue, from the Amtrak Railroad to Ganson Street.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: October 13, 2020

RECOMMENDATION: Receive the Engineer's Report for street reconstruction and water main replacement on Steward Avenue from the Amtrak Railroad to Ganson Street and establish November 10, 2020 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held November 10, 2020 for street reconstruction and water and sewer main replacement on Steward Avenue from the Amtrak Railroad to Ganson Street. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	\$ 106,936.83
MDOT / FHWA Funds	\$ 165,098.00
CDBG Funds	\$ 194,550.00
Major Street Funds	\$ 126,321.17
Water Funds	\$ <u>350,400.00</u>
Total Project Cost	\$ 943,306.00

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

HISTORY, BACKGROUND and DISCUSSION

Engineering records do not show the exact year the pavement and water mains were originally constructed on Steward Avenue from the Railroad to Ganson Street. Records do show, however, that Steward Avenue was connected to the City water distribution system in 1919 and paved with asphalt shortly thereafter. The roadway was rebuilt with new curb from Ganson Street to the Railroad in 1996. The pavement received a crackfill treatment in 2003. The current condition of the pavement is very poor. It has cracking, potholes and extensive patching throughout. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to reconstruct the full depth of the pavement structure with a new gravel base and new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements and as-needed spot repairs will be made to sidewalks and curbs. In conjunction with the street construction, the traffic signal at the intersection with Ganson Street will be replaced and the antiquated water main (constructed around 1919) will be replaced. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood.

POSITIONS

I request receipt of the Engineer's Report for Steward Avenue reconstruction and water main replacement from the Amtrak Railroad to Ganson Street and approval of the establishment of November 10, 2020 at the City Council meeting as the time and place to hold a public hearing of necessity.



Photo 1: Steward Avenue, at Trail Street facing south



Photo 2: Steward Avenue, at Trail Street facing north



Photo 3: Steward Avenue, at Oakhill Avenue facing south



Photo 4: Steward Avenue, at Oakhill Avenue facing north

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: October 13, 2020
SUBJECT: **Reject All Bids for the 2020 Asphalt Pavement Crack Treatment Project**

Recommendation:

Reject all bids for the 2020 Asphalt Pavement Crack Treatment contract.

Attached is a report from Jon Dowling, City Engineer, regarding rejection of all bids for the 2020 Asphalt Pavement Crack Treatment Project.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: October 13, 2020
RECOMMENDATION: **Reject all bids for the 2020 Asphalt Pavement Crack Treatment contract.**

SUMMARY

On August 11, 2020 bids were opened in the Purchasing Department for the 2020 Asphalt Pavement Crack Treatment contract. The project consists of asphalt pavement crack treatment on 2.1 miles of Local Streets, 5.2 miles of Major Streets, and 1.3 miles of non-motorized trails using a rout and seal process or overbanding process.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was \$126,240.00. Bids were as follows:

Company	Bid
Wolverine Sealcoating LLC, Jackson, MI	\$19,625.00
K&B Asphalt Sealcoating, Inc., Adrian MI	\$30,472.00
Scodeller Construction Co., Wixom, MI	\$74,100.00

HISTORY, BACKGROUND and DISCUSSION

The best way to keep asphalt roads in good condition is to keep water from getting into the pavement. The City has gotten away from crack filling in recent years. To catch back up this preventive maintenance work, this contract has been developed to crack fill about 8.7 miles of City streets and trails that have been built over the past 8 years.

DISCUSSION OF THE ISSUE

This project's bids covered too wide of a range and were too much lower than the Engineer's estimate to allow an award. Engineering plans to revise the project specifications and rebid in the spring.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that all of the bids for the 2020 Asphalt Pavement Crack Treatment contract be rejected.

JHD/ss

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, October 31st is Halloween and children of all ages dress up as goblins, ghosts, ghouls, and “things that go bump in the night”; and

WHEREAS, this has traditionally been a festive and fun event; and

WHEREAS, the COVID-19 pandemic continues to sicken and negatively impact the lives of the citizens of Jackson; and

WHEREAS, the Michigan Department of Health and Human Services issued guidance promoting safe trick or treating during the Covid-19 pandemic; and

WHEREAS, the City Council wishes to keep the tradition a safe one for children of all ages.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson establishes Halloween hours between 6:00 p.m. and 8:00 p.m. on Thursday, October 31, 2020, and encourages all children to “trick or treat” during that time period, encourages residents to turn porch lights on between said hours. Trick or treaters are advised to stay home if you are sick; maintain social distancing of at least six feet; wear a cloth mask that covers both the mouth and nose; and wash hands often or frequently using hand sanitizer containing at least 60 percent alcohol. Additionally homeowners are advised to to mark six-foot lines in front of home and leading to driveway/front door, position a distribution table between yourself and trick-or-treaters, distribute candy on a disinfected table to eliminate direct contact, and consider handing out candy in an open space where distancing is possible, rather than from the front door

* * * * *

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 October 13, 2020

IN WITNESS WHEREOF, have hereunto affixed my signature and the seal of the City of Jackson, Michigan on this 13th day of October, 2020.

Andrea Muray, City Clerk

Derek Dobies, Mayor

MEMO TO: Mayor and City Councilmembers

FROM: Jason Yoakam



DATE: October 13th, 2020

SUBJECT: Consideration of an amendment to the poverty exemption resolution

Recommendation: To approve a resolution to remove the graduated scale for partial poverty exemptions, remove the age consideration, and amend the asset test.

DEPARTMENTAL REPORT
October 13th, 2020

MEMO TO: Mayor and City Councilmembers

FROM: Jason Yoakam

RECOMMENDATION: I recommend approval of the attached resolution

SUMMARY

Inequities have been observed in administering the current poverty resolution. To correct this inequity I propose that, regardless of home value, a qualifying applicant receive 100% exemption for the qualifying year. I also propose the removal of age consideration and the restructuring of the asset test. I propose that the asset test be changed to a multiplier of one (1) times the size of family unit of the Federal Poverty Guidelines issued annually and exclude the principle residence and first vehicle.

BUDGETARY CONSIDERATIONS

The loss of city revenue for this requested change would be the taxes collected for applicants who qualified for a partial poverty exemption. In a review of prior years (2017, 2018, 2019 & part of 2020) applicants qualified for 100% exemption just over 20% of the time (accumulatively) meaning that 80% of the time a portion of the original amount levied was still billed.

Under current policy, for the 2019 year as an example, the city has forgone \$5,350.00 of the total available levy of \$7,250. The difference of \$1,900 was still billed and due and would not be collected under this proposed change. These values (rounded) were based on 18 qualifying applicants, 3 of which were 100% exempt. These numbers vary from year to year based on the number of qualified applicants.

HISTORY, BACKGROUND and DISCUSSION

Other than minor changes over the years this policy has remained largely unchanged from its current format established on March 7, 1995.

DISCUSSION OF THE ISSUE

N/A

POSITIONS

I am in favor of the proposed changes as I believe it is a fairer examination of assets and an equitable application of the exemption.

ATTACHMENTS: City of Jackson's Poverty Policy Review

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, Act 390 of 1994 requires the City Council to establish guidelines to be used by the City Assessor and Board of Review in granting poverty exemptions; and

WHEREAS, the City of Jackson finds it necessary to establish such guidelines to enable the Board of Review to carry out its statutory duties; and

WHEREAS, the City Assessor has reviewed the current resolution and has recommended changes to ensure fair treatment of our less fortunate citizens by the Board of Review.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Act 390 of 1994, the following are hereby adopted as guidelines to be used by the City Assessor and Board of Review in determining whether a poverty exemption for property taxes should be granted:

1. The application for exemption must be for homestead property which is not owned by a corporation.
2. The applicant must annually complete a claim form supplied by the Assessor. The completed form must be filed with the Assessor after January 1 and before the day prior to the last day of the Board of Review. The claim form must be accompanied by copies of federal and state income tax returns for all persons residing in the homestead.
3. The Assessor or Board of Review may require the applicant to provide proof of identification (i.e., driver's license) and proof of ownership (i.e., deed or land contract).
4. The applicant must meet federal poverty income standards as defined and determined annually by the ~~U.S. Office of Management and Budget~~ U.S. Department of Health and Human Services.
5. The applicant must have total household assets (~~excluding the real estate value of the homestead~~) of less than ~~\$15,000~~ an amount equal to the federal poverty income standards for the applicant's size of family unit as determined annually by the U.S. Department of Health and Human Services. The asset value shall be determined by the Assessor and Board of Review and shall exclude the real estate value of the homestead and one motor vehicle that is licensed and used for everyday transportation purposes on public roads.

If the applicant meets all eligibility requirements, the Assessor and Board of Review shall grant a 100% exemption from property taxes. calculate the applicant's net property tax, ~~taking into consideration the applicant's age, and determine what percent the tax represents~~

of the applicant's total household income. Exemptions shall be granted based on the following scale:

Net tax is less than 6 % of household income	10%
Net tax is at least 6% but less than 7% of household income	20%
Net tax is at least 7% but less than 8% of household income	30%
Net tax is at least 8% but less than 9% of household income	40%
Net tax is at least 9% but less than 10% of household income	50%
Net tax is at least 10% but less than 11% of household income	60%
Net tax is at least 11% but less than 12% of household income	70%
Net tax is at least 12% but less than 13% of household income	80%
Net tax is at least 13% but less than 14% of household income	90%
Net tax is 14% and over of household income	100%

The Assessor and Board of Review shall follow the policy and guidelines established by the City Council in granting or denying poverty exemptions unless the Assessor and Board of Review determine there are substantial and compelling reasons why there should be a deviation from this adopted policy and guidelines. This policy is ordered to take effect October 13, 2020.

* * * * *

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

I, Andrew J. Wrozek, Jr., City Clerk in an for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on this 13 th day of October, 2020.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 14 th day of October, 2020.

_____ Andrea Muray, City Clerk

_____ Derek Dobies, Mayor

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, Act 390 of 1994 requires the City Council to establish guidelines to be used by the City Assessor and Board of Review in granting poverty exemptions; and

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3. The Assessor or Board of Review may require the applicant to provide proof of identification (i.e., driver's license) and proof of ownership (i.e., deed or land contract).
4. The applicant must meet federal poverty income standards as defined and determined annually by the U.S. Department of Health and Human Services.
5. The applicant must have total household assets of less than an amount equal to the federal poverty income standards for the applicant's size of family unit as determined annually by the U.S. Department of Health and Human Services. The asset value shall be determined by the Assessor and Board of Review and shall exclude the real estate value of the homestead and one motor vehicle that is licensed and used for everyday transportation purposes on public roads.

If the applicant meets all eligibility requirements, the Assessor and Board of Review shall grant a 100% exemption from property taxes.

The Assessor and Board of Review shall follow the policy and guidelines established by the City Council in granting or denying poverty exemptions unless the Assessor and Board of

Review determine there are substantial and compelling reasons why there should be a deviation from this adopted policy and guidelines. This policy is ordered to take effect October 13 th, 2020.

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_____ Andrea Muray, City Clerk

_____ Derek Dobies, Mayor



CITY OF JACKSON ASSESSOR'S OFFICE

CITY OF JACKSON'S POVERTY POLICY REVIEW

OCTOBER 27, 2020

JASON YOAKAM, CITY ASSESSOR

INEQUITY

The City of Jackson's current poverty resolution (hereinafter referred to as policy) has come under scrutiny by this office as it displays the characteristics of systemic bias and contribution to the downward spiral of poverty. Currently we have a graduated system that is based on the percent of gross income to the amount paid in property taxes. Although a partial poverty exemption is allowable under current Michigan law, the current policy is observed to favor more valuable residential property. In the example provided below it is illustrated that a less valuable home still carries a tax burden versus a more valuable home where the tax burden has been reduced to zero. (Names, exact income, and location are not given. All numbers are rounded.)

Observed Inequity			Poverty Resolutions Current Graduated Scale	
Name	Applicant A	Applicant B	% OF INCOME PAID TO PROPERTY TAXES	TAXABLE VALUE REDUCTION
Location	Well-resourced Community	Underserved Community	Less than 6%	10%
True Cash Value of Home	\$80,000	\$30,000	6% to less than 7%	20%
Total Household Income	\$9,600	\$10,800	7% to less than 8%	30%
Summer & Winter Property Taxes Without an exemption	\$2,000	\$800	8% to less than 9%	40%
% of Income to Property Taxes	21%	7%	9% to less than 10%	50%
Policy Adjustment Allowed	100% Reduction	30% Reduction	10% to less than 11%	60%
Amount of taxes to be paid after exemption is granted	\$0.00	\$560.00	11% to less than 12%	70%
			12% to less than 13%	80%
			13% to less than 14%	90%
			14% or over	100%

Under current policy, an applicant’s geographical location has a role in determining how much of a reduction in property taxes they receive; the lower the home value the more taxes remain to be paid if a partial poverty exemption is granted. Not only does this display systemic bias but also contributes to the downward spiral of poverty by making the least valuable home of an impoverished applicant more expensive to own. It is with this observation that the Assessor’s office recommends the separation of home value from the calculation of a qualifying percentage reduction of taxes (the graduated system) in favor of qualifying applicants receiving a 100% exemption regardless of home value.

AGE

The current policy also reads that the Assessor and the Board of Review shall take into consideration the applicant’s age, however, it does not say how age should be considered. The paragraph further states that “Exemptions shall be granted based on the following scale”, referring to the graduated scale that is a part of the current policy. This section lacks any guidance as to further calculations or considerations, based on age, which should be given. Although being impoverished may disproportionately affect a particular age group, this office’s observation is that age is not a qualifying factor and recommends the removal of such language from the current policy.

THE ASSET TEST

The consideration of household assets is a requirement under Michigan law. In recent memory no applicant has been denied a poverty exemption on the asset test alone. The asset level is currently calculated annually by increasing the previous year’s asset limit by the Consumer Pricing Index. This process of increases by the CPI began at \$15,000 in 1995 and the current asset level is \$25,889 for 2020, meaning that household assets above this number would be denied a request.

As these current guidelines do not consider family size the Assessor’s office recommends “Size of Family Unit Asset Test” that is equal to the annual Federal Poverty Guidelines. For example a family of 3 whose income is below the federal poverty guidelines of \$21,330 would qualify if their assets were also below \$21,330. Please note that applicants for a poverty exemption are self-reporting their assets. The Assessor is not inspecting, listing, and valuing all assets in the home. The assets listed on the Poverty Application are reviewed for value using sites like Kelly Blue Book in order to determine eligibility of this requirement.

2020 Poverty Guidelines and Asset Limit	
Size of Family Unit	Limit
1	\$12,490
2	\$16,910
3	\$21,330
4	\$25,750
5	\$30,170
6	\$34,590
7	\$39,010
8	\$43,430
For each additional person	\$4,420

The other requested change is the exemption of the first household vehicle from the asset test. As a vehicle is often the second largest asset after a home, it is the most likely reason that an applicant may fail the asset test. Allowing a first vehicle exemption will ensure that the applicant has the best opportunity for access to necessary resources including future employment opportunities.

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: October 13, 2020
SUBJECT: Special Event Application for the Jackson County Veteran's Council Veteran's Day Ceremony

Recommendation:

Approve a request from the Jackson County Veteran's Council to conduct their Veteran's Day Ceremony on Wednesday, November 11, 2020 in Withington Park.

Attached are memos from Cory Mays regarding the Special Event Application for the Jackson County Veteran's Council Veteran's Day Ceremony.

I recommend approval of the special event application for the Jackson County Veteran's Council Veteran's Day Ceremony. Your consideration and concurrence is appreciated.

JG

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: October 13, 2020
SUBJECT: Second Reading and Final Adoption of Ordinance 2020-16

RECOMMENDATION:

Adopt Ordinance No. 2020-16 amending Chapter 28 of the Code of Ordinances, modifying regulations for medical and adult use marihuana facilities.

Attached is Ordinance No. 2020-16. Ordinance 2020-16 was considered for approval and moved for 2nd reading by the Council at the September 8, 2020 City Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

ORDINANCE 2020-____

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, Michigan to modify the regulations for medical and adult use marihuana facilities for the health, safety and welfare of the citizens of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose. To create zoning district and other zoning regulations for adult use marihuana facilities for the health, safety and welfare of the citizens of Jackson.

Section 2. That Chapter 28 of the Code of Ordinances of the City of Jackson, Michigan, and the same hereby is, amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 28-5. - Definitions¹.

Unless context indicates otherwise, the following words and phrases used in this chapter have these meanings:

Adult Use Marihuana Establishments, Emergency Rules, or Rules, means rules promulgated under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, by the department in consultation with the board to implement this act.

Agency means the Michigan Marijuana Regulatory Agency, a division of the Michigan Department of Licensing and Regulatory Affairs.

Arcade means an establishment wherein the operation of coin-operated amusement devices as defined in Chapter 16 of this Code is conducted as the principal business thereof. For “video arcade” please see the definition within this section.

Co-location of one (1) medical and one (1) adult use marihuana facilities means that comparable medical and adult uses may be combined in the same suite and not considered a secondary license as regulated in Sec. 28-140 of the Code.

Cyber School means a full time instructional program of virtual courses for pupils that may or may not require attendance at a physical school location.

Designated consumption establishment means a commercial space that is licensed by the agency and authorized to permit adults 21 years of age or older to consume marihuana product at the location indicated on the state license.

¹ The definitions in this Ordinance are in addition to the existing definitions in Section 28-5 of the City of Jackson Code of Ordinances. This ordinance does not alter or delete any existing Code definition.

Enclosed Locked Facility means a closet, room, or other comparable, stationary, and fully enclosed area equipped with secured locks or other functioning security devices. Marihuana plants grown outdoors are considered to be in an enclosed, locked facility if they are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure and are grown within a stationary structure that is enclosed on all sides, except for the base, by chain-link fencing, wooden slats, or a similar material that prevents access by the general public and that is anchored, attached, or affixed to the ground and as defined in the MMMA. If this definition is amended by state law, the amended definition shall apply.

Equivalent licenses means any of the following held by a single licensee:

- (a) *A marihuana grower license, of any class, issued under the act and a grower license, of any class issued under the MMFLA.*
- (b) *A marihuana retailer license issued under the act and a provisioning center license issued under the MMFLA.*
- (c) *A marihuana secure transporter license issued under the act and a secure transporter license issued under the MMFLA.*
- (d) *A marihuana safety compliance facility license issued under the act and a safety compliance facility license issued under the MMFLA.*

Grower means a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor, provisioning center, or another grower.

LARA means the State of Michigan Licensing and Regulatory Affairs division which is charged with administration and enforcement of the Michigan Medical Marihuana Act and the Michigan Medical Marihuana Facilities Licensing Act.

Licensee means a person holding a state operating license and a City of Jackson license to operate a medical marihuana facility.

Marihuana means that term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106, and does not include industrial hemp as defined in the Industrial Hemp Research and Development Act.

Marihuana plant means any plant of the species *Cannabis sativa* L.

Marihuana establishments means a marihuana grower, marihuana safety compliance facility, marihuana microbusiness, marihuana provisioning center, marihuana retailer, marihuana secure transporter or any other type of marihuana-related business licensed to operate by the agency under the Michigan Medical Marihuana Facilities Licensing Act, Michigan Regulation and Taxation of Marihuana Act and their associated rules and regulations.

Marihuana event organizer means a person licensed to apply for a temporary marihuana event license under the associated rules.

Marihuana microbusiness means a combined operation including the cultivation of up to 150 plants, processing and packaging of on-site grown marihuana, retail sale or transfer of said marihuana to individuals over 21 years of age, and transfer of marihuana to a safety compliance facility for testing, but not to other adult-use marihuana establishments.

Michigan Medical Marihuana Act or *MMMA* means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 et seq., as amended.

Michigan Medical Marihuana Facilities Licensing Act or *MMMFLA* means the Michigan Medical Marihuana Facilities Licensing Act, Act 281 of 2016, MCL 333.2701 et seq., as amended.

Michigan Regulation and Taxation of Marihuana Act or *MRTMA* means the Act passed by the voters of the State of Michigan at the November 6, 2018 election which is expected to be referred to as Initiative Law 1 of 2018.

Medical Marihuana Rules, Emergency Rules, or Rules, means rules promulgated under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, by the department in consultation with the board to implement this act.

Outdoor grow means a fully enclosed outdoor area that is shielded from public view and is not visible without the use of binoculars, aircraft, or other optical aids, and is equipped with secure locks and other functioning security devices to prevent entry into the area by unauthorized persons.

Park means an area of land used for the enjoyment of the public, having facilities for rest and recreation.

Playground means any outdoor facility (including parking lots appurtenant thereto) intended for recreation open to the public, and with any portion thereof containing three or more separate apparatus for the recreation of children including, but not limited to, slides, swing sets, and teeterboards.

Primary caregiver or *caregiver* means a person who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has not been convicted of any felony within the past ten (10) years and has never been convicted of a felony involving illegal drugs or a felony that is an assaultive crime as defined in section 9a of chapter X of the code of criminal procedure, Act 175 of 1927, MCL 770.9a.

Process or *Processing* means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

Proposed marihuana establishment means a location at which an applicant plans to operate a marihuana establishment under the act and the associated rules if the applicant is issued a state license.

Provisioning center means a licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning

center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through LARA'S marihuana registration process in accordance with the Michigan Medical Marihuana Act is not a provisioning center for purposes of this Act.

Qualifying patient or patient means a person who has been diagnosed by a physician as having a debilitating medical condition alleviated by the use of medical marihuana, and who is registered through LARA to grow and consume marihuana.

Registered primary caregiver means a primary caregiver who has been issued a current registry identification card under the Michigan Medical Marihuana Act.

Registered qualifying patient means a qualifying patient who has been issued a current registry identification card under the Michigan medical marihuana act or a visiting qualifying patient as that term is defined in section 3 of the Michigan Medical Marihuana Act, MCL 333.26423.

Registry identification card means that term as defined in section 3 of the Michigan Medical Marihuana Act.

Safety compliance facility means a licensee that is a commercial entity that takes marihuana from a marihuana facility or receives marihuana from a registered primary caregiver, tests the marihuana for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana establishment.

School means a public or private licensed pre-school, or a public, private, or charter elementary, middle, junior high, or high school, vocational school, secondary school, community college, or other institution of higher education.

Secure transporter means a licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.

Special license means a state license described under section 8 of the MRTMA and issued pursuant to section 9 of the same act, MCL 333.27958 and 333.27959.

State operating license or, unless the context requires a different meaning, *license* means a license that is issued under this act that allows the licensee to operate as 1 of the following, specified in the license:

- (i) A grower (Class A only for Medical, Classes A and B for Adult Use, may include research and development component);
- (ii) A safety compliance facility;
- (iii) A provisioning center;
- (iv) A retailer;
- (v) A microbusiness; ~~or~~
- (vi) A secure transporter; or
- (vii) One (1) co-located grower and processor (maximum number of stacked MMFLA Class C grower licenses, the maximum number of stacked MRTMA Class C grower licenses and up to one (1) each MMFLA and MRTMA processor licenses). Licensee may also

operate up to two (2) separate co-located retailers at a separate address in the City of Jackson,-

Temporary marihuana event license means a state license held by a marihuana event organizer for an event where the onsite sale is authorized at the location indicated on the state license during the dates indicated on the state license.

Youth center means any recreational facility and/or gymnasium (including any parking lots appurtenant thereto), intended primarily for use by person under 18 years of age, which regularly provides athletic, civic, or cultural activities.

Video arcade facility means any facility legally accessible to person under 18 years of age, intended primarily for the use of pinball and video machines for amusement containing a minimum of ten pinball and/or video machines.

Virtual course means a course of study that is capable of generating a credit or a grade and that is provided in an interactive learning environment in which the majority of the curriculum is delivered using the internet and in which publics are separated from their instructor or teacher of record by time or location, or both.

ARTICLE III. ZONING DISTRICT REGULATIONS

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
(96) Medical and adult use marihuana facilities:												
a. Grower <u>with or without a co-located processing</u> 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		
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

(Renumber the rest of Sec. 28-71, table of permitted and conditional use uses)

ARTICLE IV. - SITE AND BUILDING DESIGN STANDARDS

Sec. 28-100. - Off-street parking, loading, and access design standards.

(a) *General provisions for off-street parking.*

(6) *Parking lot setbacks for uses other than one- or two-family dwellings.* Parking lots, including drives and maneuvering aisles, but excluding driveways, must maintain a minimum of a five (5) foot setback from the abutting right-of-way(s) and abutting property lines. Where two (2) unlike zoning districts abut, a minimum of an eight (8) foot setback shall be maintained. However, front yard setbacks for warehousing and marihuana transporter establishments shall be equal to the established front yard building line of the subject parcel. The zoning administrator (or designee) may waive this requirement where a shared access driveway, connected parking lots, or rear service drive is provided, or where landscaping, a wall or a fence is provided to screen views and headlight glare. Required parking lot setback areas must be landscaped according to the standards of Section 28-105 of this chapter.

(c) *Off-street parking space requirements.*

- (1) ~~(H)~~ *General off-street parking requirements.* The requirements in this subsection apply to uses outside of the downtown. Please refer to subsection (c)(2) of this section for the off-street parking requirements which apply in the C-3 district.

Table of General Off-Street Parking Space Requirements			
Use	Range of Parking Spaces		
	Min.	Max.	Measurement
Commercial uses			
Convenience stores, medical marihuana provisioning centers, and marihuana retail establishments (including temporary marihuana events)	1.00	2.00	spaces per 150 square feet of GFA, and
	1.00	1.00	space for each 2.5 seats of on-site seating, and
	1.00	1.00	space per each employee based upon the peak shift
General commercial and retail sales establishments (excluding convenience stores and liquor stores, medical marihuana provisioning centers, and marihuana retail establishments)	5.00	5.00	spaces; and
	1.00	1.50	spaces per 1,000 square feet of UFA for stores up to 25,000 square feet of GFA; and
	0.50	1.75	spaces per each additional 1,000 square feet of UFA for stores greater than 25,000 square feet of GFA such as shopping centers, discount stores, club warehouses, home improvements centers and grocery stores; and
	0.00	0.25	spaces per 1,000 square feet of UFA of outdoor display and sales areas
	1.00	1.10	spaces per employee on maximum shift

Industrial uses			
Light and general manufacturing, research establishments, testing labs, development centers, marihuana grower (excluding registered primary caregiver), marihuana safety compliance facility, and marihuana microbusiness	2.00	5.00	spaces; plus
	1.00	1.10	spaces per employee on maximum shift; and the spaces required for any office or sales area
Warehousing and marihuana secure transporter establishments	2.00	5.00	spaces; plus
	1.00	1.10	spaces per employee on maximum shift; and
	1.00	1.10	spaces for each vehicle to be stored on the premises

(f) *Commercial vehicle parking and storage.*

(7) No vehicles used by secured transporters may contain any medical or adult use marihuana when a driver or passenger is not present in the vehicle.

Sec. 28-110. - Environmental protection standards.

(d) *Standards for limiting the external effect of uses.* All uses must comply with the following standards which limit their effect on the surrounding area:

(2) Every use must be so operated that it is not obnoxious or dangerous to adjacent properties by reason of the following:

c. *Odor.* The emission of odors found to be obnoxious to any considerable number of persons at their place of residence or place of business is prohibited.

(3) *Outdoor storage and waste disposal.*

e. Screening of trash storage areas. Any new or altered use which has an outdoor trash storage area containing a dumpster, must comply with the following requirements:

1. Any such area is to be limited to normal refuse which is collected on a regular basis and must be maintained in a neat, orderly, and sanitary condition.

2. In no instance may any such refuse be visible above the wall, as required in subsection (e) (3) of this section.

- (e) *Hazardous materials.*
 - (3) *Outdoor aboveground storage.* Secondary containment structures must be designed to protect containers from the effects of storms, wind, fire and vandalism. Structures that are covered and protected from rain and precipitation must provide secondary containment for ten (10) percent of the volume of all containers or the volume of the largest container, whichever is greatest. Structures that are not protected from rain and precipitation must provide secondary storage capacity to hold one hundred fifty (150) percent of the stored substances unless the zoning administrator (or designee) or planning commission approves a less quantity. Whether open or covered, the above ground storage area shall also be fully screened from view at all abutting parcel perimeters. Outdoor storage of medical marihuana must comply with State law requirements.
- (f) *Storage of flammable or explosive materials.* The location or storage of flammable or explosive materials will be regulated as follows. However, section 28-145 of this chapter may contain additional requirements for certain conditional uses. The storage of normal household chemicals is exempt from these regulations.
 - (3) Said containers or storage facilities must be at least forty (40) feet from any side or rear lot line and one hundred fifty (150) feet from the front lot line as measured from the edge of the street right-of-way, unless a shorter distance is required by State law.
- (g) *Medical and adult use marihuana regulations.* The following regulations shall apply to medical and adult use marihuana facilities:
 - (1) The storage of marihuana waste shall be in accordance with the Michigan Medical Marihuana Facilities Licensing Act, the Michigan Regulations and Taxation of Marihuana Act, and the associated rules and advisory bulletins promulgated therefore, as amended.
 - (2) Marihuana facilities shall comply with all federal, state, and local stormwater requirements.
 - (3) Marihuana facilities shall comply with all federal, state, and local wastewater requirements.
 - (4) No outdoor grow operations (medical or adult use) shall be permitted.

Sec. 28-111. – Temporary uses and structures

- (b) Temporary uses.
 - (3) Transient merchants
 - (b) Transient indoor sales
 - 1. *Appropriate zoning.* The property must be zoned appropriately for the temporary use.

2. *Plot site plan (PSP).* A PSP complying with the requirements of subsection 28-135(e) of this chapter must be submitted for the review and approval of the zoning administrator (or designee), with the following exceptions:
 - C. Temporary marihuana events shall comply with all informational requirements outlined in Rule 62 of the Michigan Regulations and Taxation of Marihuana Act, including verification that the request was submitted to the agency no less than 90 days before the first day of the event.
3. *Exclusions.* Sales are excluded from public rights-of-way or other public property, unless approval is also granted for temporary outdoor sales (see subsection 28-111(b)(2) of this section or seasonal outdoor sales and displays (see subsection 28-111(c)(2) of this section).
4. *Duration.* Sales are limited to one hundred and eighty (180) days in any given calendar year. However, temporary marihuana events are limited to no more than five (5) events per calendar year for no more than seven (7) consecutive days at any given location.
5. *Dedicated parking.* The parking lot, or portion of a parking lot reserved for the temporary use must contain at least seventy-five (75) percent of the required spaces, as specified in subsection 28-100(c) of this chapter. The same standard must be observed for any primary use(s).
6. *Odor, noise and lighting.* The temporary use and any associated structures must comply with the standards for odor contained in subsection 28-110(d)(2), noise contained in section 17-76, et seq., of this Code and subsection 28-110(d)(2) of this chapter and the standards for lighting contained in section 28-125 of this chapter, to the fullest extent possible, as determined by the zoning administrator (or designee).
7. *Signage.* Signage related to the temporary use must comply with the standards contained in article IX of this Code to the fullest extent possible, as determined by the zoning administrator (or designee). However, temporary marihuana events must also display the requisite signage outlined in Rule 62 of the Michigan Regulations and Taxation of Marihuana Act.
8. *Other city regulations.* The applicant must also comply with chapter 16 of this Code

Sec. 28-115. Building design standards for medical and adult use marihuana facilities.

- (h) In addition to the building design standards outlined in sections (a) – (f), the following standards shall apply to all medical and adult use marihuana facilities:
 - (1) Except when being transported by a licensed secure transporter, all medical and adult use marihuana must be in an enclosed, locked facility having a permanent foundation, walls, and a roof.
 - (2) A roof on a grow facility may consist of a sturdy transparent material, such as glass, approved by the Chief Building Official, to allow for sunlight into the growing area of the building. If such transparent material is utilized, it must be fully covered with a non-transparent material between dusk and dawn that prevents interior lighting to escape through the roof.
 - (3) In addition to all State requirements, if any portion of a building is used as a medical or adult use marihuana facility, a partition wall of a height required by applicable building codes shall separate the marihuana from the remainder of the building. A masonry partition wall must include a door, capable of being closed and locked, for ingress and egress between the area containing marihuana and the remainder of the building.

ARTICLE V. - DEVELOPMENT APPROVAL PROCEDURES

Sec. 28-130. - Nonconforming lots, buildings, signs, structures, and uses of buildings, structures and land

- (k) Nonconforming medical and adult use marihuana facility uses.

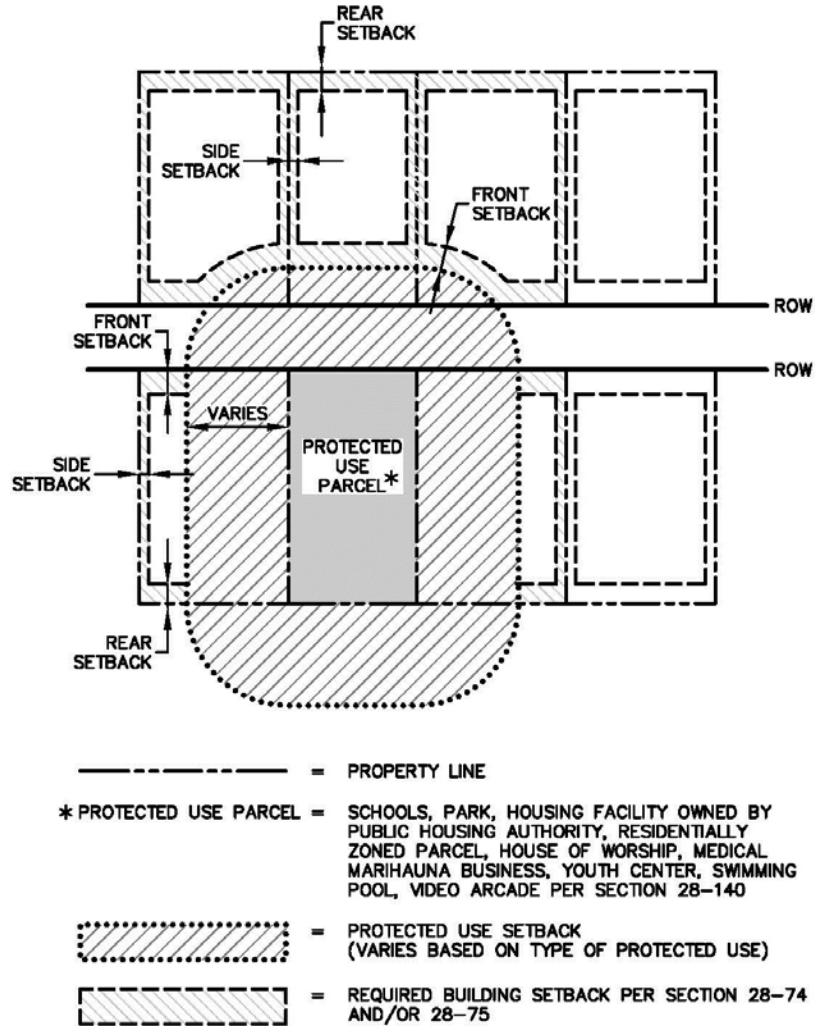
Medical and adult use marihuana facilities, including a grower , provisioning center, retailer, safety compliance facility, secure transporter, microbusiness, or any marihuana facility or establishment of any type, other than that of a licensed caregiver operating within the limits of the Michigan Medical Marihuana Act, which may have been established prior to the effective date of this ordinance, but which have not gained a license from both the State of Michigan and the City of Jackson shall not be considered legally nonconforming uses. In addition, no marihuana facilities may be permitted as a home occupation or accessory use.

Sec. 28-140. - Additional development requirements for certain permitted uses.

The following minimum nondiscretionary standards must be met for the permitted uses specified in this section:

- (2) *Medical and adult use marihuana facility use setbacks.* Medical and adult use marihuana facilities, excluding transport facilities and safety compliance facilities, must comply with the following use setback requirements:
 - a. Setback of one thousand (1,000) feet of any public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;

- b. Setback of five hundred (500) feet of the physical location of any cyber school as defined in Sec. 28-5 and as measured from door to door.
- c. Setback of one thousand (1,000) feet of a park and/or playground;
- d. Setback of one thousand (1,000) feet of a housing facility owned by a public housing authority;
- e. Setback of one thousand (1,000) feet of a day care facility, including any and all accessory uses/facilities.
- f. Setback of five hundred (500) feet of a substance abuse treatment, rehabilitation, or prevention facility as defined and licensed by the Department of Licensing and Regulatory Affairs (LARA).
- g. Setback of two hundred and fifty (250) feet of a residentially zoned parcel;
- h. Setback of five hundred (500) feet of a church or other house of worship that has received tax exempt status from the City Assessor;
- i. Up to two (2) facilities may be located within five hundred (500) feet of another medical or adult use marihuana business establishment as measured from the closest building line unless co-location has been approved by the City as per Sec. 28-140(3);
- j. Setback one hundred (100) feet of a public or private youth center, swimming pool, or video arcade facility;
- k. All distances shall be measured from property line to property line except as noted in subsection (2)b and (2)i. above;
- l. For parcels upon which the use setbacks extend inside the property lines, the building setbacks (see Sec. 28-74 and Sec. 28-75) shall be measured from said use setback instead of the property line (see below). The remaining portion of the parcel that lies within the required use setback must be returned to its natural state (no structures shall remain). All other Chapter 28 (zoning) requirements shall apply; and



m. All other applicable Chapter 28 regulations shall apply to such uses.

- (3) *Medical and adult use marihuana facility co-location.* Medical and adult use marihuana facilities may co-locate in the same suite provided they are under the same ownership structure and each complies with the respective zoning and licensing requirements as outlined in the applicable City and State laws/rules. However, only up to two (2) comparable medical and adult uses may co-locate under one (1) City license.

Section 3. This Ordinance takes effect on the date that the companion licensing ordinance goes into effect.

ORDINANCE 2020-16

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, Michigan to modify the regulations for medical and adult use marihuana facilities for the health, safety and welfare of the citizens of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose. To create zoning district and other zoning regulations for adult use marihuana facilities for the health, safety and welfare of the citizens of Jackson.

Section 2. That Chapter 28 of the Code of Ordinances of the City of Jackson, Michigan, and the same hereby is, amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 28-5. - Definitions¹.

Unless context indicates otherwise, the following words and phrases used in this chapter have these meanings:

Adult Use Marihuana Establishments, Emergency Rules, or Rules, means rules promulgated under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, by the department in consultation with the board to implement this act.

Agency means the Michigan Marijuana Regulatory Agency, a division of the Michigan Department of Licensing and Regulatory Affairs.

Arcade means an establishment wherein the operation of coin-operated amusement devices as defined in Chapter 16 of this Code is conducted as the principal business thereof. For “video arcade” please see the definition within this section.

Co-location of one (1) medical and one (1) adult use marihuana facilities means that comparable medical and adult uses may be combined in the same suite and not considered a secondary license as regulated in Sec. 28-140 of the Code.

Cyber School means a full time instructional program of virtual courses for pupils that may or may not require attendance at a physical school location.

Designated consumption establishment means a commercial space that is licensed by the agency and authorized to permit adults 21 years of age or older to consume marihuana product at the location indicated on the state license.

¹ The definitions in this Ordinance are in addition to the existing definitions in Section 28-5 of the City of Jackson Code of Ordinances. This ordinance does not alter or delete any existing Code definition.

Enclosed Locked Facility means a closet, room, or other comparable, stationary, and fully enclosed area equipped with secured locks or other functioning security devices. Marihuana plants grown outdoors are considered to be in an enclosed, locked facility if they are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure and are grown within a stationary structure that is enclosed on all sides, except for the base, by chain-link fencing, wooden slats, or a similar material that prevents access by the general public and that is anchored, attached, or affixed to the ground and as defined in the MMMA. If this definition is amended by state law, the amended definition shall apply.

Equivalent licenses means any of the following held by a single licensee:

- (a) *A marihuana grower license, of any class, issued under the act and a grower license, of any class issued under the MMFLA.*
- (b) *A marihuana retailer license issued under the act and a provisioning center license issued under the MMFLA.*
- (c) *A marihuana secure transporter license issued under the act and a secure transporter license issued under the MMFLA.*
- (d) *A marihuana safety compliance facility license issued under the act and a safety compliance facility license issued under the MMFLA.*

Grower means a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor, provisioning center, or another grower.

LARA means the State of Michigan Licensing and Regulatory Affairs division which is charged with administration and enforcement of the Michigan Medical Marihuana Act and the Michigan Medical Marihuana Facilities Licensing Act.

Licensee means a person holding a state operating license and a City of Jackson license to operate a medical marihuana facility.

Marihuana means that term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106, and does not include industrial hemp as defined in the Industrial Hemp Research and Development Act.

Marihuana plant means any plant of the species *Cannabis sativa* L.

Marihuana establishments means a marihuana grower, marihuana safety compliance facility, marihuana microbusiness, marihuana provisioning center, marihuana retailer, marihuana secure transporter or any other type of marihuana-related business licensed to operate by the agency under the Michigan Medical Marihuana Facilities Licensing Act, Michigan Regulation and Taxation of Marihuana Act and their associated rules and regulations.

Marihuana event organizer means a person licensed to apply for a temporary marihuana event license under the associated rules.

Marihuana microbusiness means a combined operation including the cultivation of up to 150 plants, processing and packaging of on-site grown marihuana, retail sale or transfer of said marihuana to individuals over 21 years of age, and transfer of marihuana to a safety compliance facility for testing, but not to other adult-use marihuana establishments.

Michigan Medical Marihuana Act or *MMMA* means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 et seq., as amended.

Michigan Medical Marihuana Facilities Licensing Act or *MMMFLA* means the Michigan Medical Marihuana Facilities Licensing Act, Act 281 of 2016, MCL 333.2701 et seq., as amended.

Michigan Regulation and Taxation of Marihuana Act or *MRTMA* means the Act passed by the voters of the State of Michigan at the November 6, 2018 election which is expected to be referred to as Initiative Law 1 of 2018.

Medical Marihuana Rules, Emergency Rules, or Rules, means rules promulgated under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, by the department in consultation with the board to implement this act.

Outdoor grow means a fully enclosed outdoor area that is shielded from public view and is not visible without the use of binoculars, aircraft, or other optical aids, and is equipped with secure locks and other functioning security devices to prevent entry into the area by unauthorized persons.

Park means an area of land used for the enjoyment of the public, having facilities for rest and recreation.

Playground means any outdoor facility (including parking lots appurtenant thereto) intended for recreation open to the public, and with any portion thereof containing three or more separate apparatus for the recreation of children including, but not limited to, slides, swing sets, and teeterboards.

Primary caregiver or caregiver means a person who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has not been convicted of any felony within the past ten (10) years and has never been convicted of a felony involving illegal drugs or a felony that is an assaultive crime as defined in section 9a of chapter X of the code of criminal procedure, Act 175 of 1927, MCL 770.9a.

Process or *Processing* means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

Proposed marihuana establishment means a location at which an applicant plans to operate a marihuana establishment under the act and the associated rules if the applicant is issued a state license.

Provisioning center means a licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning

center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through LARA'S marihuana registration process in accordance with the Michigan Medical Marihuana Act is not a provisioning center for purposes of this Act.

Qualifying patient or patient means a person who has been diagnosed by a physician as having a debilitating medical condition alleviated by the use of medical marihuana, and who is registered through LARA to grow and consume marihuana.

Registered primary caregiver means a primary caregiver who has been issued a current registry identification card under the Michigan Medical Marihuana Act.

Registered qualifying patient means a qualifying patient who has been issued a current registry identification card under the Michigan medical marihuana act or a visiting qualifying patient as that term is defined in section 3 of the Michigan Medical Marihuana Act, MCL 333.26423.

Registry identification card means that term as defined in section 3 of the Michigan Medical Marihuana Act.

Safety compliance facility means a licensee that is a commercial entity that takes marihuana from a marihuana facility or receives marihuana from a registered primary caregiver, tests the marihuana for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana establishment.

School means a public or private licensed pre-school, or a public, private, or charter elementary, middle, junior high, or high school, vocational school, secondary school, community college, or other institution of higher education.

Secure transporter means a licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.

Special license means a state license described under section 8 of the MRTMA and issued pursuant to section 9 of the same act, MCL 333.27958 and 333.27959.

State operating license or, unless the context requires a different meaning, *license* means a license that is issued under this act that allows the licensee to operate as 1 of the following, specified in the license:

- (i) A grower (Class A only for Medical, Classes A and B for Adult Use, may include research and development component);
- (ii) A safety compliance facility;
- (iii) A provisioning center;
- (iv) A retailer;
- (v) A microbusiness;
- (vi) A secure transporter; or
- (vii) One (1) co-located grower and processor (maximum number of stacked MMFLA Class C grower licenses, the maximum number of stacked MRTMA Class C grower licenses and up to one (1) each MMFLA and MRTMA processor licenses). Licensee may also

operate up to two (2) separate co-located retailers at a separate address in the City of Jackson,

Temporary marihuana event license means a state license held by a marihuana event organizer for an event where the onsite sale is authorized at the location indicated on the state license during the dates indicated on the state license.

Youth center means any recreational facility and/or gymnasium (including any parking lots appurtenant thereto), intended primarily for use by person under 18 years of age, which regularly provides athletic, civic, or cultural activities.

Video arcade facility means any facility legally accessible to person under 18 years of age, intended primarily for the use of pinball and video machines for amusement containing a minimum of ten pinball and/or video machines.

Virtual course means a course of study that is capable of generating a credit or a grade and that is provided in an interactive learning environment in which the majority of the curriculum is delivered using the internet and in which publics are separated from their instructor or teacher of record by time or location, or both.

ARTICLE III. ZONING DISTRICT REGULATIONS

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
(96) Medical and adult use marihuana facilities:												
a. Grower with or without a co-located 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		
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

(Renumber the rest of Sec. 28-71, table of permitted and conditional use uses)

ARTICLE IV. - SITE AND BUILDING DESIGN STANDARDS

Sec. 28-100. - Off-street parking, loading, and access design standards.

(a) *General provisions for off-street parking.*

(6) *Parking lot setbacks for uses other than one- or two-family dwellings.* Parking lots, including drives and maneuvering aisles, but excluding driveways, must maintain a minimum of a five (5) foot setback from the abutting right-of-way(s) and abutting property lines. Where two (2) unlike zoning districts abut, a minimum of an eight (8) foot setback shall be maintained. However, front yard setbacks for warehousing and marihuana transporter establishments shall be equal to the established front yard building line of the subject parcel. The zoning administrator (or designee) may waive this requirement where a shared access driveway, connected parking lots, or rear service drive is provided, or where landscaping, a wall or a fence is provided to screen views and headlight glare. Required parking lot setback areas must be landscaped according to the standards of Section 28-105 of this chapter.

(c) *Off-street parking space requirements.*

- (1) *General off-street parking requirements.* The requirements in this subsection apply to uses outside of the downtown. Please refer to subsection (c)(2) of this section for the off-street parking requirements which apply in the C-3 district.

Table of General Off-Street Parking Space Requirements			
Use	Range of Parking Spaces		
	Min.	Max.	Measurement
Commercial uses			
Convenience stores, medical marihuana provisioning centers, and marihuana retail establishments (including temporary marihuana events)	1.00	2.00	spaces per 150 square feet of GFA, and
	1.00	1.00	space for each 2.5 seats of on-site seating, and
	1.00	1.00	space per each employee based upon the peak shift
General commercial and retail sales establishments (excluding convenience stores and liquor stores, medical marihuana provisioning centers, and marihuana retail establishments)	5.00	5.00	spaces; and
	1.00	1.50	spaces per 1,000 square feet of UFA for stores up to 25,000 square feet of GFA; and
	0.50	1.75	spaces per each additional 1,000 square feet of UFA for stores greater than 25,000 square feet of GFA such as shopping centers, discount stores, club warehouses, home improvements centers and grocery stores; and
	0.00	0.25	spaces per 1,000 square feet of UFA of outdoor display and sales areas
	1.00	1.10	spaces per employee on maximum shift

Industrial uses			
Light and general manufacturing, research establishments, testing labs, development centers, marihuana grower (excluding registered primary caregiver), marihuana safety compliance facility, and marihuana microbusiness	2.00	5.00	spaces; plus
	1.00	1.10	spaces per employee on maximum shift; and the spaces required for any office or sales area
Warehousing and marihuana secure transporter establishments	2.00	5.00	spaces; plus
	1.00	1.10	spaces per employee on maximum shift; and
	1.00	1.10	spaces for each vehicle to be stored on the premises

(f) *Commercial vehicle parking and storage.*

- (7) No vehicles used by secured transporters may contain any medical or adult use marihuana when a driver or passenger is not present in the vehicle.

Sec. 28-110. - Environmental protection standards.

(d) *Standards for limiting the external effect of uses.* All uses must comply with the following standards which limit their effect on the surrounding area:

- (2) Every use must be so operated that it is not obnoxious or dangerous to adjacent properties by reason of the following:

c. *Odor.* The emission of odors found to be obnoxious to any considerable number of persons at their place of residence or place of business is prohibited.

(3) *Outdoor storage and waste disposal.*

e. Screening of trash storage areas. Any new or altered use which has an outdoor trash storage area containing a dumpster, must comply with the following requirements:

1. Any such area is to be limited to normal refuse which is collected on a regular basis and must be maintained in a neat, orderly, and sanitary condition.

2. In no instance may any such refuse be visible above the wall, as required in subsection (e) (3) of this section.

- (e) *Hazardous materials.*
 - (3) *Outdoor aboveground storage.* Secondary containment structures must be designed to protect containers from the effects of storms, wind, fire and vandalism. Structures that are covered and protected from rain and precipitation must provide secondary containment for ten (10) percent of the volume of all containers or the volume of the largest container, whichever is greatest. Structures that are not protected from rain and precipitation must provide secondary storage capacity to hold one hundred fifty (150) percent of the stored substances unless the zoning administrator (or designee) or planning commission approves a less quantity. Whether open or covered, the above ground storage area shall also be fully screened from view at all abutting parcel perimeters. Outdoor storage of medical marihuana must comply with State law requirements.
- (f) *Storage of flammable or explosive materials.* The location or storage of flammable or explosive materials will be regulated as follows. However, section 28-145 of this chapter may contain additional requirements for certain conditional uses. The storage of normal household chemicals is exempt from these regulations.
 - (3) Said containers or storage facilities must be at least forty (40) feet from any side or rear lot line and one hundred fifty (150) feet from the front lot line as measured from the edge of the street right-of-way, unless a shorter distance is required by State law.
- (g) *Medical and adult use marihuana regulations.* The following regulations shall apply to medical and adult use marihuana facilities:
 - (1) The storage of marihuana waste shall be in accordance with the Michigan Medical Marihuana Facilities Licensing Act, the Michigan Regulations and Taxation of Marihuana Act, and the associated rules and advisory bulletins promulgated therefore, as amended.
 - (2) Marihuana facilities shall comply with all federal, state, and local stormwater requirements.
 - (3) Marihuana facilities shall comply with all federal, state, and local wastewater requirements.
 - (4) No outdoor grow operations (medical or adult use) shall be permitted.

Sec. 28-111. – Temporary uses and structures

- (b) Temporary uses.
 - (3) Transient merchants
 - (b) Transient indoor sales
 - 1. *Appropriate zoning.* The property must be zoned appropriately for the temporary use.

2. *Plot site plan (PSP).* A PSP complying with the requirements of subsection 28-135(e) of this chapter must be submitted for the review and approval of the zoning administrator (or designee), with the following exceptions:
 - C. Temporary marihuana events shall comply with all informational requirements outlined in Rule 62 of the Michigan Regulations and Taxation of Marihuana Act, including verification that the request was submitted to the agency no less than 90 days before the first day of the event.
3. *Exclusions.* Sales are excluded from public rights-of-way or other public property, unless approval is also granted for temporary outdoor sales (see subsection 28-111(b)(2) of this section or seasonal outdoor sales and displays (see subsection 28-111(c)(2) of this section).
4. *Duration.* Sales are limited to one hundred and eighty (180) days in any given calendar year. However, temporary marihuana events are limited to no more than five (5) events per calendar year for no more than seven (7) consecutive days at any given location.
5. *Dedicated parking.* The parking lot, or portion of a parking lot reserved for the temporary use must contain at least seventy-five (75) percent of the required spaces, as specified in subsection 28-100(c) of this chapter. The same standard must be observed for any primary use(s).
6. *Odor, noise and lighting.* The temporary use and any associated structures must comply with the standards for odor contained in subsection 28-110(d)(2), noise contained in section 17-76, et seq., of this Code and subsection 28-110(d)(2) of this chapter and the standards for lighting contained in section 28-125 of this chapter, to the fullest extent possible, as determined by the zoning administrator (or designee).
7. *Signage.* Signage related to the temporary use must comply with the standards contained in article IX of this Code to the fullest extent possible, as determined by the zoning administrator (or designee). However, temporary marihuana events must also display the requisite signage outlined in Rule 62 of the Michigan Regulations and Taxation of Marihuana Act.
8. *Other city regulations.* The applicant must also comply with chapter 16 of this Code

Sec. 28-115. Building design standards for medical and adult use marihuana facilities.

- (h) In addition to the building design standards outlined in sections (a) – (f), the following standards shall apply to all medical and adult use marihuana facilities:
 - (1) Except when being transported by a licensed secure transporter, all medical and adult use marihuana must be in an enclosed, locked facility having a permanent foundation, walls, and a roof.
 - (2) A roof on a grow facility may consist of a sturdy transparent material, such as glass, approved by the Chief Building Official, to allow for sunlight into the growing area of the building. If such transparent material is utilized, it must be fully covered with a non-transparent material between dusk and dawn that prevents interior lighting to escape through the roof.
 - (3) In addition to all State requirements, if any portion of a building is used as a medical or adult use marihuana facility, a partition wall of a height required by applicable building codes shall separate the marihuana from the remainder of the building. A masonry partition wall must include a door, capable of being closed and locked, for ingress and egress between the area containing marihuana and the remainder of the building.

ARTICLE V. - DEVELOPMENT APPROVAL PROCEDURES

Sec. 28-130. - Nonconforming lots, buildings, signs, structures, and uses of buildings, structures and land

- (k) Nonconforming medical and adult use marihuana facility uses.

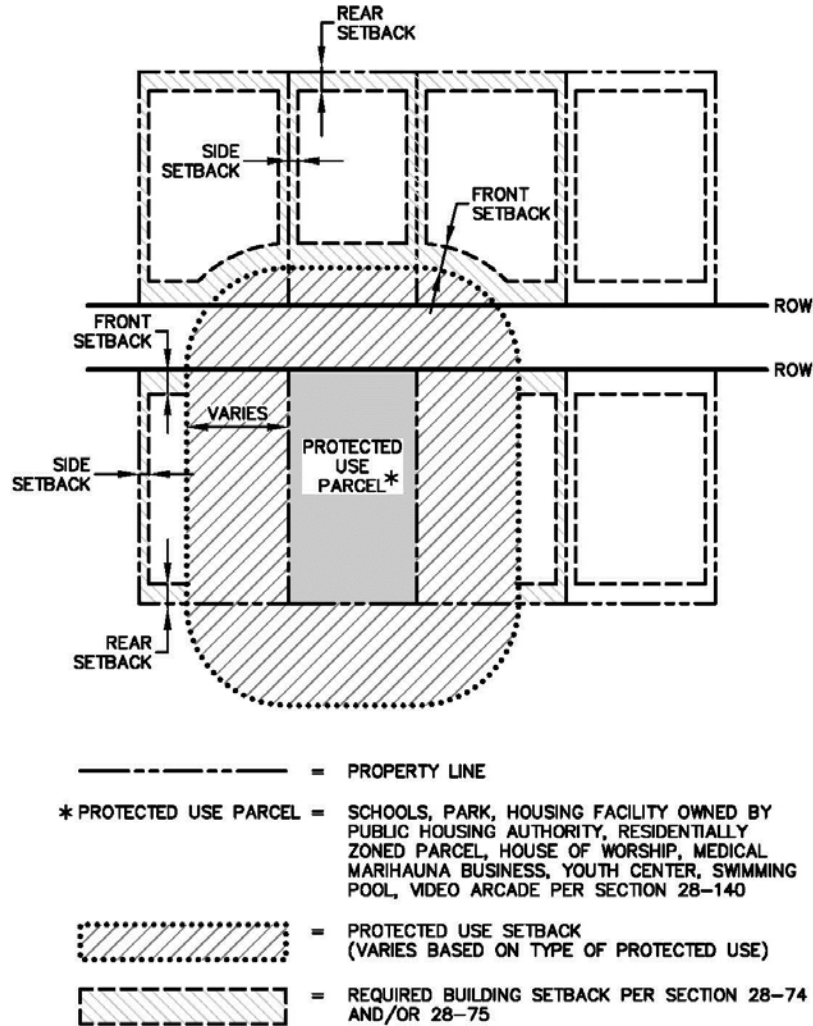
Medical and adult use marihuana facilities, including a grower , provisioning center, retailer, safety compliance facility, secure transporter, microbusiness, or any marihuana facility or establishment of any type, other than that of a licensed caregiver operating within the limits of the Michigan Medical Marihuana Act, which may have been established prior to the effective date of this ordinance, but which have not gained a license from both the State of Michigan and the City of Jackson shall not be considered legally nonconforming uses. In addition, no marihuana facilities may be permitted as a home occupation or accessory use.

Sec. 28-140. - Additional development requirements for certain permitted uses.

The following minimum nondiscretionary standards must be met for the permitted uses specified in this section:

- (2) *Medical and adult use marihuana facility use setbacks.* Medical and adult use marihuana facilities, excluding transport facilities and safety compliance facilities, must comply with the following use setback requirements:
 - a. Setback of one thousand (1,000) feet of any public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;

- b. Setback of five hundred (500) feet of the physical location of any cyber school as defined in Sec. 28-5 and as measured from door to door.
- c. Setback of one thousand (1,000) feet of a park and/or playground;
- d. Setback of one thousand (1,000) feet of a housing facility owned by a public housing authority;
- e. Setback of one thousand (1,000) feet of a day care facility, including any and all accessory uses/facilities.
- f. Setback of five hundred (500) feet of a substance abuse treatment, rehabilitation, or prevention facility as defined and licensed by the Department of Licensing and Regulatory Affairs (LARA).
- g. Setback of two hundred and fifty (250) feet of a residentially zoned parcel;
- h. Setback of five hundred (500) feet of a church or other house of worship that has received tax exempt status from the City Assessor;
- i. Up to two (2) facilities may be located within five hundred (500) feet of another medical or adult use marihuana business establishment as measured from the closest building line unless co-location has been approved by the City as per Sec. 28-140(3);
- j. Setback one hundred (100) feet of a public or private youth center, swimming pool, or video arcade facility;
- k. All distances shall be measured from property line to property line except as noted in subsection (2)b and (2)i. above;
- l. For parcels upon which the use setbacks extend inside the property lines, the building setbacks (see Sec. 28-74 and Sec. 28-75) shall be measured from said use setback instead of the property line (see below). The remaining portion of the parcel that lies within the required use setback must be returned to its natural state (no structures shall remain). All other Chapter 28 (zoning) requirements shall apply; and



m. All other applicable Chapter 28 regulations shall apply to such uses.

- (3) *Medical and adult use marihuana facility co-location.* Medical and adult use marihuana facilities may co-locate in the same suite provided they are under the same ownership structure and each complies with the respective zoning and licensing requirements as outlined in the applicable City and State laws/rules. However, only up to two (2) comparable medical and adult uses may co-locate under one (1) City license.

Section 3. This Ordinance takes effect on the date that the companion licensing ordinance goes into effect.

The foregoing Ordinance 2020-16 was adopted by the Jackson City Council on the 13th day of October 2020 and a summary was published on October 18, 2020.

Andrea Muray, City Clerk

Derek J. Dobies, Mayor

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: October 13, 2020
SUBJECT: Second Reading and Final Adoption of Ordinance 2020-17

RECOMMENDATION:

Adopt Ordinance No. 2020-17 amending Section 28-32 of Chapter 28 of the Code of Ordinances, rezoning 213 N. Grinnell from R-2 (One and Two Family Residential) to R-4 (High Density Apartment and Office).

Attached is Ordinance No. 2020-17. Ordinance 2020-17 was considered for approval and moved for 2nd reading by the Council at the September 8, 2020 City Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

ORDINANCE NO. 2020-17

An Ordinance to amend Section 28-32, of Chapter
28, of the Code of Ordinances of the City of
Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Section 28-32 of Chapter 28, of the Code of Ordinances, City of Jackson, Michigan, be and the same hereby is, amended by changing the map of the use districts required by said Section and said Chapter, and incorporated therein by reference as follows:

Change one (1) property known legally as the following from R-2 (One and Two Family Residential) to R-4 (High Density Apartment and Office):

Property Address: 213 N. Grinnell Street, Jackson, MI
Legal Description: 2-017500000

Section 2. This ordinance shall take effect thirty (30) days from date of adoption.

Adopted: The foregoing Ordinance 2020-17 was adopted by the Jackson City Council on the 13th day of October 2020 and a summary was published on October 18, 2020.

Andrea Muray, City Clerk

Derek J. Dobies, Mayor

MEMO TO: Honorable Mayor and City Council

FROM: City Manager Jonathan Greene

DATE: October 13th, 2020

SUBJECT: Award Viking Rental Properties LLC as Highest Qualified Bidder to Purchase 734 Ellery Ave for the amount of \$18,000 from the City of Jackson

Recommendation: Award Viking Rental Properties LLC as highest qualified Bidder to Purchase and rehabilitate 734 Ellery Ave from the City of Jackson. Authorize the City Manager to create the Property Transfer and Development Agreement and any other authorized documents to complete the sale of the Property.

Your consideration and concurrence is appreciated

DEPARTMENTAL REPORT

October 13th,2020

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: Council Meeting-October 13 th, 2020

SUMMARY

Award the bid for sale of 734 Ellery Ave to Viking Rental Properties LLC , the highest qualified bidder for a full home rehabilitation. Viking Rental Properties LLC will sign the Property Transfer and Development Agreement with the City that specifies the improvements to be made to the property in a timely manner. The sale of this property will be \$18,000 after proof of escrow is established with American Title Company in the amount of \$2,500.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson through a partnership with Jackson County acquires foreclosed properties through the Right of First Refusal process annually. Many of these properties have remaining structured homes that fall into disarray without continued maintenance and up keep. The City of Jackson, in an effort to empower their community to revitalize the neighborhoods, has a new bidding process to sell City owned homes to qualified developers. These developers establish their intent to rehabilitate the property per City Code of Ordinances through the signing of a Property Transfer and Development Agreement, an enforceable document to ensure these structures are properly renovated and maintained.

BUDGETARY CONSIDERATIONS

The City incurs various property maintenance costs supported through the use of the General Fund to provide upkeep for these properties. The City purchased 734 Ellery in 2018 from Jackson County for \$2,730.55 which is the cost of the taxes owed to the City. The sale price of 734 Ellery at \$18,000 will reimburse the City for purchasing the property in 2018, cover any fees, and other outstanding debt on the property to date.

POSITIONS

I firmly support the bid award to Viking Rental Properties LLC for the sale of 734 Ellery Avenue for a full rehabilitation per a signed and notarized Agreement.

NOTICE TO BIDDER

By placing a bid for the referenced property you agree to the terms and requirements the City of Jackson identifies in the attached Property Transfer and Development Agreement, Purchasing Agreement and or any other Agreement created and signed by yourself and the City of Jackson. All work items to be performed are identified in the "List of Improvements" (Exhibit C), attached hereto and incorporated by reference. Bids must be submitted with signature, offer bid price, and returned to the Purchasing Department of Jackson City Hall, via email to: sallard@cityofjackson.org. Winning Bidders must submit original signed bids, sealed and in print immediately following bid opening to Jackson City Hall, 10th floor. Sealed bid proposals, will be opened in public at the scheduled date and time. Attendance at any bid opening is not required.

Late bids will not be considered and bids received after the deadline will be date and time stamped and returned to the bidder unopened.

Please review and place your bid regarding the information provided below:

Bid Posting Date: 9/14/2020

Bid Opening Date: 9/21/2020 12:00pm

Expected Project Completed Date: 12/31/2021

Program: City Property Sales

Address: 734 ELLERY AVENUE, JACKSON MICHIGAN 49202

Parcel#8-155200000

Starting Bid Price: \$3500

Required Escrow Amount: \$2500

Owner: City of Jackson 161 W. Michigan Ave, Jackson MI 49201 517-788-4035

Additional Information: N/A

Submit Bids to Purchasing Department
10th Floor Jackson City Hall
161 W. Michigan Ave
Jackson, MI 49201

BIDDER ACKNOWLEDGEMENTS

ESTABLISHMENT AND ACKNOWLEDGEMENT OF ESCROW

- 1) Bidder/Buyer/Developer agrees to upon City Council's acceptance of the bid, cause to be deposited with the Escrow Agent, American Title Company of Jackson (the "Escrow Agent"), whose address is 280 W. Cortland, Jackson, MI 49201, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (such sum, or the balance thereof, shall be referred to as the "Escrow Fund") within seven (7) days from the signing of the Property Transfer and Development Agreement and prior to the exchange of the deed, with the City of Jackson. Proof of the establishment of the deed is required prior to closing on the property. The Escrow Agent shall have full possession and custody of the Escrow Fund until the requirement(s) for disbursement are satisfied.

Disbursement of the Escrow Fund will commence upon written consent of both parties. When both the City Manager and Buyer provide the Escrow Agent with signed written affidavit stating that the Escrow Agent shall disburse an amount or amounts of the Escrow Fund specified in the affidavit, the Escrow Agent shall disburse the amount (s) of the Escrow fund in accordance with the affidavit.

Escrow Amount: Two Thousand Five Hundred Dollars and no/100(\$2,500)
Escrow Agent: American Title Company of Jackson 280 W. Cortland, Jackson, MI 49201



X **Bidder acknowledgement of Escrow Requirement**

- 2) Bidder/Buyer/Developer agrees to read and sign a Lead-Based Paint Disclosure form, Exhibit B of the Property Transfer and Development Agreement. Buyer agrees the property will be sold "As Is" and any real residential property built prior to 1978 may present exposure to lead form lead -based paint that may place young children at risk of developing lead poisoning.



Bidder acknowledgement of Lead-Based Paint Disclosure

- 3) Bidder/Buyer/Developer has examined and carefully studied the attached Bidding Documents, other related data identified in the Bidding Documents; receipt of which is hereby acknowledged,



Signature Acknowledging Receipt of Information

BID PLACEMENT INFORMATION

Bidder Name: Viking Rental Properties LLC
Bidder Mailing Address: P.O. Box 113, Jackson MI 49204
Bidder Phone Number: 517-748-1243
Bidder Email Address: vikingrentalpropertiesllc@gmail.com
Bidder's Best Offer Price \$ 18,000⁰⁰
(This must be written in Ink)

I, Rachael Wingle (owner) hereby submit this bid as the best and final offer for the property listed above.

Signed: Rachael Wingle
(Bidder signature this must be in Ink)

BID PROPERTY INFORMATION
ADDRESS: 734 ELLERY AVENUE, JACKSON MI 49202
EXHIBIT C LIST OF IMPROVEMENTS TO BE COMPLETED:

Exterior

- Remove chain link fencing from front yard
- Repair shingles at front eye brow roof areas
- Power wash and clean exterior siding. If discoloration remains upon completion, repainting of exterior siding required
- Stain or repaint basement foundation
- Repair missing siding at N 1st floor window
- Repair damaged siding at front porch stairway
- Stain rear porch roof posts
- Repair masonry chimney and chimney cap
- Caulk all exterior windows
- Repair broken front porch storm windows
- Trim all trees or brush around foundation
- Repair all gutters and downspouts to workmanlike conditions
- Remove and replace broken concrete driveway. Install new asphalt or concrete driveway from City sidewalk to rear of home. Remove W sidewalks and former garage foundation from W rear yard
- Install new sidewalk from new drive to rear doors
- Repair all damaged yard areas

Interior

- Repair damaged living room ceiling
- Refinish all walls/ceiling/floors throughout to workmanlike conditions
- Repair all electrical code violations to code compliance- Elec permit required
- Repair or replace all damaged vinyl windows for proper operation
- Install smoke detectors and carbon monoxide detectors to Michigan Residential Code 2015 requirements
- Replace broken basement door from kitchen. Reverse swing so not over stairway

Submit Bids to Purchasing Department
10th Floor Jackson City Hall
161 W. Michigan Ave
Jackson, MI 49201

- Install new hot water heater to requirements of the Michigan Residential Code 2015 - Mechanical permit required****
- Service and certify furnace and air conditioning systems- Licensed contractor to evaluate and certify
- Clean all ductwork
- Repair all plumbing lines corroded by dialectic corrosion.
- Replace rusted gas line to basement dryer to clean union by basement beam
- Complete any additional improvements beyond listed work scope by buyer to requirements of Michigan Residential Code 2015

Permits required:

- Electrical
- Mechanical
- Plumbing
- Building

EXPECTED COMPLETION DATE

NO LATER THAN 12/31/2021 mutually agreed upon between the City of Jackson and the Buyer.

Submit Bids to Purchasing Department
10th Floor Jackson City Hall
161 W. Michigan Ave
Jackson, MI 49201

**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 - Viking Rental Properties, a Limited Liability Co. whose address is 545 Shickly Drive, 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 734 Ellery Ave, MI 49202 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 desires to purchase the Property from the City to redevelopment per the requirements stated in this Agreement; and Developer acknowledges that he or she has the financial resources available to himself or herself at this time in order to complete all repairs necessary to comply with this Agreement and further acknowledges that an inability to pay for any needed repairs does not excuse or delay Developer's responsibilities under this Agreement. Developer also

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161 W. Michigan Ave
Jackson, MI 49201

acknowledges that he or she has provided proof to the City of the financial resources available for the repairs to be made pursuant to this Agreement, such as a letter of credit or account statement.

WHEREAS, Developer will abide by the terms set forth in this agreement and pay the City, Eighteen Thousand DOLLARS (\$18,000) in consideration for the City transferring ownership of the Property to Developer; and

WHEREAS, Developer has caused or will cause to be deposited with the Escrow Agent, American Title Company of Jackson (the "Escrow Agent"), whose address is 280 W. Cortland, Jackson, MI 49201, the sum of \$2,500.⁰⁰ (\$0) (such sum, or the balance thereof shall be referred to herein as the "Escrow Fund") within seven (7) days from signing this agreement. The Escrow Agent shall have full possession and custody of the Escrow Fund until the requirement(s) for disbursement are satisfied.

- a. Disbursement of Escrow Fund to City. When the City Manager produces to the Escrow Agent a written affidavit stating that the Developer failed to satisfy the terms and conditions of this agreement and provides a brief description of the terms and conditions that were not fully satisfied, the Escrow Agent shall disburse \$2,500.⁰⁰ and no/100 (\$0) of the Escrow Fund to the City. After the Escrow Agent has disbursed the above amount to the City, the Escrow Agent shall disburse the remaining balance of the Escrow Fund to the Developer
- b. Disbursement of Escrow Fund to Developer. When the City Manager produces to the Escrow Agent a written affidavit stating that the Developer has satisfied the

- terms and conditions of this agreement, the Escrow Agent shall disburse the full amount of the Escrow Fund to the Developer.
- c. Disbursement of Escrow Fund to Developer for purposes of performing and completing the terms and conditions of this agreement. When the City Manager produces to the Escrow Agent a written affidavit stating that the Escrow Agent shall disburse an amount or amounts of the Escrow Fund specified in the affidavit to the Developer at times specified in the affidavit for purposes of performing and completing the terms and conditions of this agreement, the Escrow Agent shall disburse the amount(s) of the Escrow Fund in accordance with the affidavit.
- d. Disbursement of Escrow Fund upon written consent of both parties. When both the City Manager and the Developer provide the Escrow Agent with a signed written affidavit stating that the Escrow Agent shall disburse an amount or amounts of the Escrow Fund specified in the affidavit, to parties specified in the affidavit, and at times specified in the affidavit, the Escrow Agent shall disburse the amount(s) of the Escrow Fund in accordance with the affidavit.
- e. The Developer shall pay and be fully responsible for all cost charged by the Escrow Agent to manage and administer the Escrow Fund and to comply with the terms and conditions of this agreement.

WHEREAS, City will allow Developer the following periods of time (herein referred to as "performance dates") in which to fully make all repairs and/or improvements to the Property, and otherwise fully comply with this Agreement:

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Jackson, MI 49201

- a. Developer must fully complete all repairs as identified in Exhibit C no later than December 31 _____; and

WHEREAS, City shall cause an inspection of the Property to be conducted on or after each of the above referenced performance dates. If the City's Chief Building Official determines that Developer has failed to comply with any of the performance dates identified above, the Property shall be deemed to continue to constitute a dangerous, unsafe, and blighted structure and City shall so notify Developer in writing of such determination; and

WHEREAS, If the City determines that Developer has failed to fully comply with any of the conditions or provisions of this agreement, the City shall so notify Developer in writing of such determination.

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. 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 Attorney's Office on TBT, ASAP.

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.

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Jackson, MI 49201

7. 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.

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

9. 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 residential.

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.

10. **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.

11. **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.

12. **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.

13. **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.

14. Buyer shall not allow the Property to be occupied until Buyer has complied with all performance dates established in this Agreement.

15. All electrical, mechanical, or plumbing work or services on the Property must be performed by actively licensed contractor(s)

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Jackson, MI 49201

16. Within ten (10) days from signing this agreement the Buyer agrees to do the following:
- a. Provide the City with a detailed, itemized bid for each contractor intending to perform services towards the rehabilitation of the Property.
 1. Provide the City with the full legal name, address, and current phone number for each contractor intending to perform services towards the rehabilitation of the Property.
 - b. Provide the City with a copy of each contractor's trade and/or professional license.
 - c. Provide the City with a copy of a certificate of liability insurance for each contractor intending to perform services towards the rehabilitation of the Property.
 1. The certificate of liability insurance must show that the contractor has a valid and active insurance policy at all times the contractor is or will be performing services towards the rehabilitation of the Property.
 - d. Provide the City with two (2) original reference letters from previous customers for each contractor intending to perform services towards the rehabilitation of the Property. The reference letters must:
 1. contain the full name, address, and current phone number of each previous customer; and
 2. Provide in reasonable detail a description of the services that were performed.

- e. Provide the City with fully completed IRS W-9 forms for each contractor intending to perform services towards the rehabilitation of the Property.
- f. Provide the City with a separate detailed, itemized list of all materials that will be used towards the rehabilitation of the Property.
- g. The list must include the supplier, quantity, and cost of the materials.
- h. Provide the City with a detailed, itemized estimate for all work and services that the Buyer intends to perform towards the rehabilitation of the Property.

17. **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.

18. **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.

19. **MODIFICATION AND ASSIGNMENT.** The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written

Submit Bids to Purchasing Department
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161 W. Michigan Ave
Jackson, MI 49201

consent of both parties.

20. 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: Viking Rental Properties LLC
P.O. Box 113
Jackson, MI 49204

21. 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

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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.

22. 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.

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

24. 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.

25. HEADINGS. The sections and paragraph headings contained in this Agreement are for



City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201

Phone: (517) 788-4035 • Facsimile: (517) 768-5820

reference purposes only and shall not affect in any way the interpretation of the Agreement.

26. **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.

27. **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.

28. **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 18th day of

September, 2020.

Submit Bids to Purchasing Department
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Jackson, MI 49201



City Manager's Office

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

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 _____, 2020, by Jonathan Greene, City Manager on behalf of the City of Jackson.

Notary Public
_____ County, Michigan
My commission expires: _____

Submit Bids to Purchasing Department
10th Floor Jackson City Hall
161 W. Michigan Ave
Jackson, MI 49201



City Manager's Office

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Phone: (517) 788-4035 • Facsimile: (517) 768-5820

EXHIBIT A – DESCRIPTION OF REAL PROPERTY

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

Commonly known as: 734 Ellery Ave, Jackson, MI 49202.

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161 W. Michigan Ave
Jackson, MI 49201



City Manager's Office

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

EXHIBIT B – LEAD BASED PAINT DISCLOSURE

Submit Bids to Purchasing Department
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161 W. Michigan Ave
Jackson, MI 49201

EXHIBIT C – SPECIFIC IMPROVEMENTS TO BE MADE TO THE PROPERTY

Exterior

- Remove chain link fencing from front yard
- Repair shingles at front eye brow roof areas
- Power wash and clean exterior siding. If discoloration remains upon completion repainting of exterior siding required
- Stain or repaint basement foundation
- Repair missing siding at N 1st floor window
- Repair damaged siding at front porch stairway
- Stain rear porch roof posts
- Repair masonry chimney and chimney cap
- Caulk all exterior windows
- Repair broken front porch storm windows
- Trim all trees or brush around foundation
- Repair all gutters and downspouts to workmanlike conditions
- Remove and replace broken concrete driveway. Install new asphalt or concrete driveway from City sidewalk to rear of home. Remove W sidewalks and former garage foundation from W rear yard
- Install new sidewalk from new drive to rear doors
- Repair all damaged yard areas

Interior

- Repair damaged living room ceiling
- Refinish all walls/ceiling/floors throughout to workmanlike conditions
- Repair all electrical code violations to code compliance- Elec permit required
- Repair or replace all damaged vinyl windows for proper operation
- Install smoke detectors and carbon monoxide detectors to Michigan Residential Code 2015 requirements
- Replace broken basement door from kitchen. Reverse swing so not over stairway
- Install new hot water heater to requirements of the Michigan Residential Code 2015 - Mechanical permit required****
- Service and certify furnace and air conditioning systems- Licensed contractor to evaluate and certify
- Clean all ductwork
- Repair all plumbing lines corroded by dialectic corrosion.
- Replace rusted gas line to basement dryer to clean union by basement beam
- Complete any additional improvements beyond listed work scope by buyer to requirements of Michigan Residential Code 2015

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161 W. Michigan Ave
Jackson, MI 49201



City Manager's Office

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

Permits required:

- Electrical
- Mechanical
- Plumbing
- Building

IMPROVEMENTS MUST BE COMPLETED NO LATER THAN 12/31/2021

Submit Bids to Purchasing Department
10th Floor Jackson City Hall
161 W. Michigan Ave
Jackson, MI 49201

Cost determination for 734 Ellery Avenue, Jackson MI 49202

Escrow amount for City owned homes at 1200 sqft or less is \$2500

Escrow amount for City owned homes at 1200 sqft+ is \$5000

Taxes Owed on the property paid by the City in 2018 \$2800 (Round to nearest hundred) see tax foreclosures right of first refusal list 2018

Outstanding fees on property

\$269.91 Water Bill

\$400 Inspection Fee

Total

round to nearest hundred \$.

Opening Bid Price \$3500

Escrow Price \$2500 (1008 "sq ft")

MEMO TO: Honorable Mayor and City Council

FROM: City Manager Jonathan Greene

DATE: October 13th, 2020

SUBJECT: Award Robert Kelley as Highest Qualified Bidder to Purchase 262 Douglas Street for the amount of \$10,500 from the City of Jackson

Recommendation: Award Robert Kelley as highest qualified Bidder to Purchase and rehabilitate 262 Douglas Street from the City of Jackson. Authorize the City Manager to create the Property Transfer and Development Agreement and any other authorized documents to complete the sale of the Property.

Your consideration and concurrence is appreciated

DEPARTMENTAL REPORT

October 13th , 2020

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: Council Meeting- October 13th, 2020

SUMMARY

Award the bid for sale of 262 Douglas Street to Robert Kelley, the highest qualified bidder for a full home rehabilitation. Robert Kelley will sign the Property Transfer and Development Agreement with the City that specifies the improvements to be made to the property in a timely manner. The sale of this property will be \$10,500 after proof of escrow is established with American Title Company in the amount of \$2,500.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson through a partnership with Jackson County acquires foreclosed properties through the Right of First Refusal process annually. Many of these properties have remaining structured homes that fall into disarray without continued maintenance and up keep. The City of Jackson, in an effort to empower their community to revitalize the neighborhoods, has a new bidding process to sell City owned homes to qualified developers. These developers establish their intent to rehabilitate the property per City Code of Ordinances through the signing of a Property Transfer and Development Agreement, an enforceable document to ensure these structures are properly renovated and maintained.

BUDGETARY CONSIDERATIONS

The City incurs various property maintenance costs supported through the use of the General Fund to provide upkeep for these properties. The City purchased 262 Douglas Street in 2018 from Jackson County for \$3,528.06 which is the cost of the taxes owed to the City. The sale price of 262 Douglas Street at \$10,500 will reimburse the City for purchasing the property in 2018, cover any fees, and other outstanding debt on the property to date.

POSITIONS

I firmly support the bid award to Robert Kelley for the sale of 262 Douglas Street for a full rehabilitation per a signed and notarized Agreement.

Submit completed Property
Requests forms to:
aclark@cityofjackson.org
or
14th Floor -City Hall
161 W. Michigan Ave
Jackson, MI 49203

JACKSON

Founded 1829

Offer to Purchase City of Jackson Owned Property

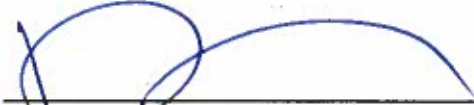
I, Robert D. Kelley
(Name or Names as desired on deed),
247 Douglas St Address, City State
517-630-6790 or 517 630 6250 Telephone Number

I am submitting an offer to purchase City-owned property located at:
262 Douglas St (Address), hereinafter "Property"
(Assessor's Stencil Number)

for the sum of \$ 10,500.00 cash.

If approved I intend to use the property for: unknown - may rent, may 'flip'

Disclaimers and Limitations. Notwithstanding anything to the contrary herein contained, Purchaser expressly understands, acknowledges and agrees that the conveyance of the Property shall be made by Seller to Purchaser on an "as is, where is" basis, and with all faults, including fire damage, the environmental condition of the Property, and Purchaser acknowledges that Purchaser has agreed to buy the Property in its present condition and that Purchaser is relying solely on its own examination and inspections of the Property and not on any statements or representations made by Seller or any agents or representatives of Seller. Additionally, Purchaser hereby acknowledges that Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose of the Property or any portion thereof, or with respect to the economical, functional, environmental or physical condition, or any other aspect, of the Property, including Seller's title to the Property. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning: (i) the nature and condition of the Property or any part thereof, including, but not limited to, its water, soil, or geology, or the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, or any improvements Purchaser may elect to construct thereon, or any income to be derived therefrom, or any expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the absence of asbestos or any environmentally hazardous substances on, in or under the Property or on, in or under any property adjacent to or abutting the Property; (iii) the manner of construction or condition or state of repair or lack of repair of any improvements; (iv) the nature or extent of any easement, restrictive covenant, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or other similar matter pertaining to the Property, or portion thereof; and (v) the compliance of the Property or the operation of the Property or portion thereof with any laws, rules, ordinances or regulations of any government or other body. Purchaser hereby absolutely waives any right, claim or cause of action which Purchaser may have against Seller with respect to the environmental conditions existing at the Property on the date of closing. By way of example only and not by way of limitation of the foregoing, Seller does not warrant either clear title to the Property, or that Purchaser will be able to obtain title insurance to the Property. Nor shall Purchaser be allowed to return Property because of defect in title. Purchaser shall indemnify, defend and save Seller harmless from and against any and all claims, liability, costs, damages or losses from personal injury, including death, or property damage of any nature, resulting or arising from the sale of the Property. The provisions of this paragraph shall survive the execution and delivery of the deed by Seller and the closing of the transaction contemplated by this agreement.



(Purchaser Signature)

(Purchaser Signature)

Additional Information: N/A

BIDDER ACKNOWLEDGEMENTS

ESTABLISHMENT AND ACKNOWLEDGEMENT OF ESCROW

1) Bidder/Buyer/Developer agrees to upon City Council's acceptance of the bid, cause to be deposited with the Escrow Agent, American Title Company of Jackson (the "Escrow Agent"), whose address is 280 W. Cortland, Jackson, MI 49201, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (such sum, or the balance thereof, shall be referred to as the "Escrow Fund") within seven (7) days from the signing of the Property Transfer and Development Agreement and **prior** to the exchange of the deed, with the City of Jackson. Proof of the establishment of the deed is required prior to closing on the property. The Escrow Agent shall have full possession and custody of the Escrow Fund until the requirement(s) for disbursement are satisfied.

Disbursement of the Escrow Fund will commence upon written consent of both parties. When both the City Manager and Buyer provide the Escrow Agent with signed written affidavit stating that the Escrow Agent shall disburse an amount or amounts of the Escrow Fund specified in the affidavit, the Escrow Agent shall disburse the amount (s) of the Escrow fund in accordance with the affidavit.

Escrow Amount: TWO THOUSAND FIVE HUNDRED DOLLARS and no/100 (\$2500.00)

Escrow Agent: American Title Company of Jackson 280 W. Cortland, Jackson, MI 49201

Bidder acknowledgement of Escrow Requirement

2) Bidder/Buyer/Developer agrees to read and sign a Lead-Based Paint Disclosure form, Exhibit B of the Property Transfer and Development Agreement. Buyer agrees the property will be sold "As Is" and any real residential property built prior to 1978 may present exposure to lead form lead -based paint that may place young children at risk of developing lead poisoning.

Bidder acknowledgement of Lead-Based Paint Disclosure

3) Bidder/Buyer/Developer has examined and carefully studied the attached Bidding Documents, other related data identified in the Bidding Documents; receipt of which is hereby acknowledged,

Modified Bid Posting City Property Sales 262 Douglas St. for www.cityofjackson.org

City Property Sales <listserv@civicplus.com>
To: marktrine100871@gmail.com

Mon, Sep 14, 2020 at 8:11 AM

By placing a bid for the referenced property you agree to the terms and requirements the City of Jackson identifies in the attached Property Transfer and Development Agreement, Purchasing Agreement and or any other Agreement created and signed by yourself and the City of Jackson. All work items to be performed are identified in the "List of Improvements" (Exhibit C), attached hereto and incorporated by reference. Bids must be submitted with signature, offer bid price, and returned to the Purchasing Department of Jackson City Hall, via email to:

Winning Bidders must submit original signed bids, sealed and in print immediately following bid opening to Jackson City Hall, 10th floor. Sealed bid proposals, will be opened in public at the scheduled date and time. Attendance at any bid opening is not required.

Late bids will not be considered and bids received after the deadline will be date and time stamped and returned to the bidder unopened.

-

Please review and place your bid regarding the information provided below:

Bid Posting Date: 9/14/2020

Bid Opening Date: 9/21/2020 12:00pm

Expected Project Completed Date: 12/31/2021

Program: City Property Sales

Address: 262 Douglas Street Parcel NO.4-141700000

Starting Bid Price: \$4100

Required Escrow Amount: \$2,500.00

Owner: City of Jackson 161 W. Michigan Ave, Jackson MI 49201 517-788-4035

? Signature Acknowledging Receipt of Information

BID PLACEMENT INFORMATION

Bidder Name: Robert Kelley.

Bidder Mailing Address: 247 Douglas St. Jackson 49203

Bidder Phone Number: 517-630-6250

Bidder Email Address: marktrine100871@gmail.com

Interior

- Remove all carpeting, trash and debris from entire home due to unsanitary conditions
- Install new flooring in kitchen
- Refinish all floors throughout home to finish conditions (hardwood, carpet, vinyl, ceramic or others materials selected by buyer)
- Repair all walls and ceilings throughout first and second stories of home
- Remove drop ceilings 2nd story to verify electrical connections and re-drywall
- Repair all electrical code violations through home including improper light connections, hanging wiring, improper wiring taps, GFCI installation at basement, laundry, missing light fixtures, painted or missing electrical receptacles and to verify electrical service installation/bonding/grounding.

Electrical permit required to be obtained for all work by qualified permit applicant.

- Remove all visible asbestos duct wrap throughout basement
- Install new water heater- Mechanical permit required
- Have furnace and ductwork inspected and certified by licensed mechanical contractor or replace as needed. Mechanical permit required.
- Remove ceilings in basement to expose all electrical wiring and repair as needed
- Install handrailings to basement and second story stairway
- Install new range hood and dishwasher and repair missing counter next to refrigerator opening
- Reglaze second story bathtub due to cracking and damage
- Repair garage wall and rafter framing to MRC 2015

Permits required

- Building permit
- Electrical permit
- Plumbing permit if fixtures replaced or systems altered during repairs

EXPECTED COMPLETION DATE

NO LATER THAN 12/31/2021 mutually agreed upon between the City of Jackson and the Buyer.

**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 Robert D. Kelley, a _____, whose address

Bidder's Best Offer Price \$ 10,500.00

(This must be written in Ink)

I Robert Kelley hereby submit this bid as the best and final offer for the property listed above.

Signed: 

(Bidder signature this must be in Ink)

BID PROPERTY INFORMATION

ADDRESS: 262 DOUGLAS STREET JACKSON MI 49203

EXHIBIT C LIST OF IMPROVEMENTS TO BE COMPLETED:

Exterior

- Scrape and paint exterior of house and garage
- Including replacement of all rotted or weather damaged siding, soffit, fascia materials
- Remove all pallets, wood, brush, concrete block, weeds and all other debris from rear yard
- Remove W wooden fence line. Dispute on placement onto neighboring property
- Repair all remaining wooden fencing and place finish side of fence outwards
- Deck
- Remove lattice skirting. Replace with vertical 5/4 board is skirting installed
- Replace wooden stairs
- Replace guardrails around full perimeter of deck and stairs with 36" guardrails with 4" spacing per MRC 2015
- Expose underside deck frame and verify joist, ledger, beam framing to MRC 2015. Repair as needed
- Power wash deck surface, replace damaged deck boards and stain full deck for finished appearance
- Relocate shed in rear yard so that 5' from rear and side property lines. Paint to match primary house
- Replace rotted storm windows
- Repair/replace all windows to finish appearance and proper operation
- Infill painted OSB above garage door with pine or equivalent wood and paint to finish condition
- Replace front and side entry doors (missing/damaged)
- Repair/replace all gutters and downspouts
- Repair all landscape beds, yard areas to finish state

is 247 Douglas St, 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 262 Douglas St, MI 49202 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 desires to purchase the Property from the City to redevelopment per the requirements stated in this Agreement; and Developer acknowledges that he or she has the financial resources available to himself or herself at this time in order to complete all repairs necessary to comply with this Agreement and further acknowledges that an inability to pay for any needed repairs does not excuse or delay Developer's responsibilities under this Agreement. Developer also acknowledges that he or she has provided proof to the City of the financial resources available for the repairs to be made pursuant to this Agreement, such as a letter of credit or account statement.

WHEREAS, Developer will abide by the terms set forth in this agreement and pay the City, TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) in consideration for the City transferring ownership of the Property to Developer; and

WHEREAS, Developer has caused or will cause to be deposited with the Escrow Agent, American Title Company of Jackson (the "Escrow Agent"), whose address is 280 W. Cortland, Jackson, MI 49201, the sum of 2500.00 (\$0) (such sum, or the balance thereof shall be referred to herein as the "Escrow Fund") within seven (7) days from signing this agreement. The Escrow Agent shall have full possession and custody of the Escrow Fund until the requirement(s) for disbursement are satisfied.

- a. Disbursement of Escrow Fund to City. When the City Manager produces to the Escrow Agent a written affidavit stating that the Developer failed to satisfy the terms and conditions of this agreement and provides a brief description of the terms and conditions that were not fully satisfied, the Escrow Agent shall disburse _____ and no/100 (\$0) of the Escrow Fund to the City. After the Escrow Agent has disbursed the above amount to the City, the Escrow Agent shall disburse the remaining balance of the Escrow Fund to the Developer
- b. Disbursement of Escrow Fund to Developer. When the City Manager produces to the Escrow Agent a written affidavit stating that the Developer has satisfied the terms and conditions of this agreement, the Escrow Agent shall disburse the full amount of the Escrow Fund to the Developer.
- c. Disbursement of Escrow Fund to Developer for purposes of performing and completing the terms and conditions of this agreement. When the City Manager produces to the Escrow Agent a written affidavit stating that the

Escrow Agent shall disburse an amount or amounts of the Escrow Fund specified in the affidavit to the Developer at times specified in the affidavit for purposes of performing and completing the terms and conditions of this agreement, the Escrow Agent shall disburse the amount(s) of the Escrow Fund in accordance with the affidavit.

- d. Disbursement of Escrow Fund upon written consent of both parties. When both the City Manager and the Developer provide the Escrow Agent with a signed written affidavit stating that the Escrow Agent shall disburse an amount or amounts of the Escrow Fund specified in the affidavit, to parties specified in the affidavit, and at times specified in the affidavit, the Escrow Agent shall disburse the amount(s) of the Escrow Fund in accordance with the affidavit.
- e. The Developer shall pay and be fully responsible for all cost charged by the Escrow Agent to manage and administer the Escrow Fund and to comply with the terms and conditions of this agreement.

WHEREAS, City will allow Developer the following periods of time (herein referred to as “performance dates”) in which to fully make all repairs and/or improvements to the Property, and otherwise fully comply with this Agreement:

- a. Developer must fully complete all repairs as identified in Exhibit C no later than December 31____; and

WHEREAS, City shall cause an inspection of the Property to be conducted on or after each of the above referenced performance dates. If the City’s Chief Building Official determines that Developer has failed to comply with any of the performance dates identified above, the Property shall be deemed to continue to constitute a dangerous, unsafe, and blighted structure and City shall so notify Developer in writing of such determination; and

WHEREAS, If the City determines that Developer has failed to fully comply with any of the conditions or provisions of this agreement, the City shall so notify Developer in writing of such determination.

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. 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 Attorney's Office on _____.
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. 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.
8. TAXES. Developer will pay all City property taxes and assessments on time during the term of this Agreement.
9. 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 residential.

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.

1. 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.
2. 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.
3. 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.
4. 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.

1. Buyer shall not allow the Property to be occupied until Buyer has complied with all performance dates established in this Agreement.
1. All electrical, mechanical, or plumbing work or services on the Property must be performed by actively licensed contractor(s)

16. Within ten (10) days from signing this agreement the Buyer agrees to do the following:

- a. Provide the City with a detailed, itemized bid for each contractor intending to perform services towards the rehabilitation of the Property.
- b. Provide the City with the full legal name, address, and current phone number for each contractor intending to perform services towards the rehabilitation of the Property.
 1. Provide the City with a copy of each contractor's trade and/or professional license.
 2. Provide the City with a copy of a certificate of liability insurance for each contractor intending to perform services towards the rehabilitation of the Property.
 3. The certificate of liability insurance must show that the contractor has a valid and active insurance policy at all times the contractor is or will be performing services towards the rehabilitation of the Property.
 1. Provide the City with two (2) original reference letters from previous customers for each contractor intending to perform services towards the rehabilitation of the Property. The reference letters must:
 2. contain the full name, address, and current phone number of each previous customer; and
 3. Provide in reasonable detail a description of the services that were performed.
 1. Provide the City with fully completed IRS W-9 forms for each contractor intending to perform services towards the rehabilitation of the Property.
 2. Provide the City with a separate detailed, itemized list of all materials that will be used towards the rehabilitation of the Property.
 3. The list must include the supplier, quantity, and cost of the materials.
 4. Provide the City with a detailed, itemized estimate for all work and services that the Buyer intends to perform towards the rehabilitation of the Property.

1. 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.

1. 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.

2. 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.

3. 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:

1. **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.
2. **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.
3. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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 _____, 2020.

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 _____, 2020, by Jonathan Greene, City Manager on behalf of the City of Jackson.

Notary Public

_____ County, Michigan

My commission expires: _____

DEVELOPER

By: _____

Its: Developer

(_____)

STATE OF MICHIGAN)

) SS

COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as Developer.

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:

E 22 FT OF LOT 8 & W 22 FT OF LOT 9 BLK 4 DIV 2 AMENDED PLAT OF DIV 1, 2 & 3 OF SUMMITVILLE ADD

Commonly known as: 262 Douglas Street, Jackson, MI 49202.

EXHIBIT B – LEAD BASED PAINT DISCLOSURE

EXHIBIT C – SPECIFIC IMPROVEMENTS TO BE MADE TO THE PROPERTY

Exterior

- Scrape and paint exterior of house and garage
- Including replacement of all rotted or weather damaged siding, soffit, fascia materials
- Remove all pallets, wood, brush, concrete block, weeds and all other debris from rear yard
- Remove W wooden fence line. Dispute on placement onto neighboring property
- Repair all remaining wooden fencing and place finish side of fence outwards
- Deck
- Remove lattice skirting. Replace with vertical 5/4 board is skirting installed
- Replace wooden stairs
- Replace guardrails around full perimeter of deck and stairs with 36" guardrails with 4" spacing per MRC 2015
- Expose underside deck frame and verify joist, ledger, beam framing to MRC 2015. Repair as needed
- Power wash deck surface, replace damaged deck boards and stain full deck for finished appearance
- Relocate shed in rear yard so that 5' from rear and side property lines. Paint to match primary house
- Replace rotted storm windows
- Repair/replace all windows to finish appearance and proper operation
- Infill painted OSB above garage door with pine or equivalent wood and paint to finish condition
- Replace front and side entry doors (missing/damaged)
- Repair/replace all gutters and downspouts
- Repair all landscape beds, yard areas to finish state

Interior

- Remove all carpeting, trash and debris from entire home due to unsanitary conditions
- Install new flooring in kitchen
- Refinish all floors throughout home to finish conditions (hardwood, carpet, vinyl, ceramic or others materials selected by buyer)
- Repair all walls and ceilings throughout first and second stories of home
- Remove drop ceilings 2nd story to verify electrical connections and re-drywall
- Repair all electrical code violations through home including improper light connections, hanging wiring, improper wiring taps, GFCI installation at basement laundry, missing light fixtures, painted or missing electrical receptacles and to verify electrical service installation/bonding/grounding. Electrical permit required to be obtained for all work by qualified permit applicant.

- Remove all visible asbestos duct wrap throughout basement
- Install new water heater- Mechanical permit required
- Have furnace and ductwork inspected and certified by licensed mechanical contractor or replace as needed. Mechanical permit required.
- Remove ceilings in basement to expose all electrical wiring and repair as needed
- Install hand railings to basement and second story stairway
- Install new range hood and dishwasher and repair missing counter next to refrigerator opening
- Re-glaze second story bathtub due to cracking and damage
- Repair garage wall and rafter framing to MRC 2015

Permits required

- Building permit
- Electrical permit
- Plumbing permit if fixtures replaced or systems altered during repairs

IMPROVEMENTS MUST BE COMPLETED NO LATER THAN 12/31/2021

Open

City Property Sales

September 14, 2020, 08:00 AM

September 21, 2020, 12:00 PM

You are receiving this message because you are subscribed to City Property Sales on following link:

. To unsubscribe, click the

Cost determination for 262 Douglas Street

Escrow amount for City owned homes at 1200 sqft or less is \$2500

Escrow amount for City owned homes at 1200 sqft+ is \$5000

Taxes Owed on the property paid by the City in 2018 \$3600 (Round to nearest hundred) see tax foreclosures right of first refusal list 2018

Outstanding fees on property

Water Bill \$40.76

City Inspection: \$400

Total comes to \$ 4100 round to nearest hundred \$.

Opening Bid Price \$4100

Escrow Price \$2500 (966 sqft)

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, DPW Director
DATE: October 13, 2020
SUBJECT: Water Plant Filter Gallery Improvements

Recommendation: Award the contract for the Water Treatment Plant Filter Gallery Improvements to Allied Mechanical Services for the lump sum bid amount of \$1,165,000.00.

Your consideration and concurrence is appreciated.

Michael Osborn

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: October 13, 2020

RECOMMENDATION: Award contract for Filter Gallery Improvements to Allied Mechanical Services

SUMMARY

On August 17, 2020 the City of Jackson put out a request for bids for the Water Treatment Plant Filter Gallery Improvement Project. On September 17, 2020, these sealed bids were opened, verified, and tallied with the following results:

Allied Mechanical Services	\$1,165,000.00
Monroe Plumbing & Heating Company	\$1,480,000.00
Symbiont Science, Engineering, Cons. Inc.	\$1,672,800.00
L.D. Docsa Associates Inc.	\$1,787,000.00
Paul Bengal Company	\$2,713,000.00

BUDGETARY CONSIDERATIONS

This Project is included in the approved 2020-2021 Water Treatment Plant budget for 1,500,000.00.

Line item 402-591-000-985.006

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Water Treatment Plant last did a capital improvement project that included the filter pipe gallery in 1999-2000. During that time, upgrades were done to filter process valves and valve actuators. During a project to replace filter media in 2019, it was discovered that many of these valves did not function properly and leaked by. It was determined that it would be more cost effective to replace rather than repair due to the age and cost of just repairing. The water plant also contracted with Dixon Engineering to do a study on the piping to determine viability of the piping as it had been in service since the construction of the plant in 1976. Results from that study showed that most of the piping was in good shape with a couple of exceptions. The suspect piping is to be replaced with this project.

Attached you'll find a study done by Tetra Tech for the Pipe Gallery Rehabilitation that includes information from the Dixon Engineering report.

DISCUSSION OF THE ISSUE

The City of Jackson's Water Treatment Plant facility has been in operation since 1976 with some of the facility in operation since 1927. The repair and upkeep for this operation is an ongoing task. We have just completed the addition of a dehumidification system for the gallery area that will provide a stable environment and reduce corrosion in the gallery which promoted some of the piping issues. This project will also help staff maintain water quality in accordance with EPA and EGGLE guidelines.

POSITIONS

I recommend the award of this project to Allied Mechanical Services with the low lump sum bid of \$1,165,00.00.

ATTACHMENTS



Jackson Water Treatment Plant Pipe Gallery Rehabilitation Study

Prepared by:

Vic Cooperwasser PE:	Project Manager
Mitchell Graf, PE:	Team Leader/HVAC
Khalid Rahman, PE:	Electrical
Russ Strassburg, PE:	Electrical
Ben Whitehead, PE:	Process
Alan Flak, PE:	Structural

TETRA TECH
March 23, 2020

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1.0 EXECUTIVE SUMMARY

The City of Jackson's Water Treatment Plant has piping located in the pipe gallery that is corroding in multiple locations. The amount of corrosion has caused at least one pipe leak which has been temporarily patched. Tetra Tech has reviewed a third party pipe test report and has conducted a field survey to visually assess the process piping as well as electrical conduit, plumbing piping, and mechanical HVAC piping located within the pipe gallery. Below is a summary of our findings and recommendations to rehabilitate or replace piping and piping accessories. Tetra Tech has provided an opinion of probable cost (Appendix B) for the work proposed below and it is our opinion that the construction cost of this project will be approximately \$1.5 million, inclusive of contractor general conditions, insurance, bonds, permits, and 30 percent contingencies. Design engineering and construction administration engineering for a project of this nature is expected to cost up to 10 percent of construction.

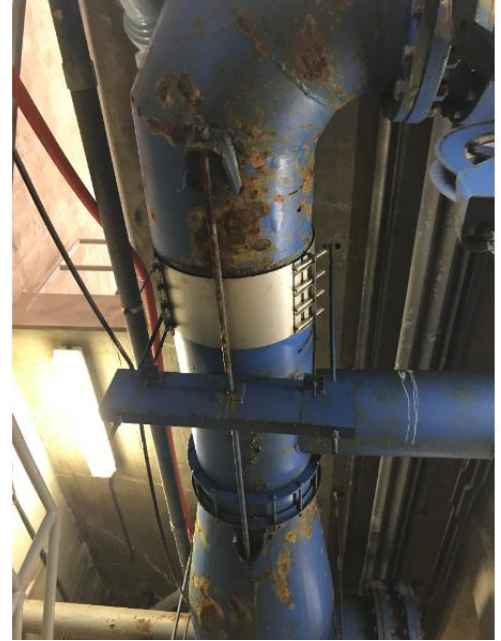


Figure 1-1 - Corrosion on Piping with Patch

2.0 SUMMARY OF SCOPE

The scope of Tetra Tech's assessment is summarized as follows and detailed further below:

- **HVAC & PLUMBING** – Piping and equipment associated with the space heating and piping associated with storm, domestic water, service water, or sanitary waste systems.
- **ELECTRICAL** – Conduit providing power to equipment, lights, actuators, convenience receptacles.
- **PROCESS** – Piping associated with treated and untreated city drinking water.
- **STRUCTURAL** – Pipe supports or other steel structural members.

3.0 MECHANICAL ASSESSMENT

3.1 OBSERVATIONS



Figure 3-1 – Unit heaters serving piping gallery are beyond their useful life, corroded and are not operational. Heat will also be provided by new dehumidification unit.

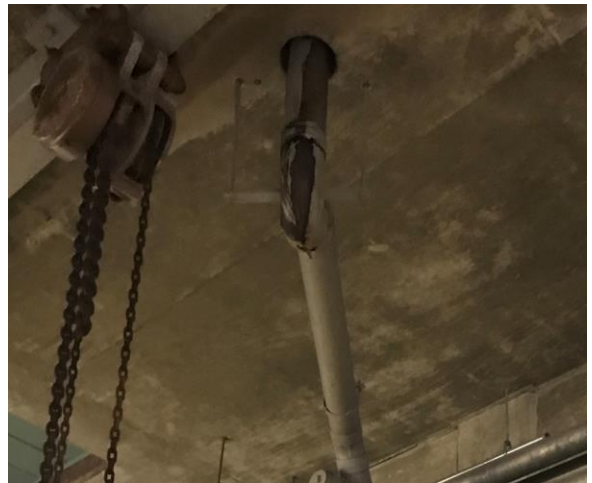


Figure 3-2 - Sanitary waste piping from floor drains from the floor above are showing signs of surface corrosion.



Figure 3-3 - Service water drain valve handle showing signs of corrosion.



Figure 3-4 - Floor drains are showing signs of corrosion.



Figure 3-5 - Vent/sanitary waste piping wall supports are showing signs of corrosion. Vent/sanitary piping showing signs of corrosion.



Figure 3-6 - Sink drain does not align with floor drain, causing unnecessary puddles on floor.

3.2 RECOMMENDATIONS

1. Demolish the two unit heaters in pipe gallery and all associated hot water supply and return piping back to the main located in the chemical room basement. These heaters are non-operational currently and would be redundant if they were. The dehumidification unit that will be installed under a separate contract will provide heat to the pipe gallery.
2. Replace hand valve handles with stainless steel handles.
3. Scrape, brush, sand blast etc. the visible corrosion on piping or any loose paint. Apply corrosion resistant paint system to all exposed sanitary piping.
4. Contractor shall camera floor drains and power rod any obstructions. Replace floor drain strainer with a corrosion resistant strainer.
5. Replace wall supports with corrosion resistant material (galvanized steel). Scrape, brush, sand blast, etc. the visible corrosion on piping or any loose paint. Apply corrosion resistant paint system to all exposed piping.
6. Extend drain piping to spill over the floor drain.

4.0 PROCESS ASSESSMENT

4.1 OBSERVATIONS

All filter gallery process piping is original to the 1974 plant and is significantly corroded at pipe supports, couplings, welds, taps, and spot locations along the pipe where protective coatings have failed. Coating failure and corrosion is present along the bottom of a majority of the horizontal piping. Pipe fitting hardware is significantly corroded at mechanical couplings and flanged fittings.

The City recently retained Dixon Engineering to conduct ultrasonic testing (UT) of piping in the filter piping gallery. Dixon tested 2,300 locations of various exposed pipe services in the filter piping gallery using a DeFelsko PosiTector Ultrasonic Testing Gauge. Testing results generally suggest all filter gallery piping averages at least 0.250-inch thick. Although original pipe thicknesses are unknown, comparing maximum and minimum UT measurements on each pipe provides evidence of 25 percent or more total wall loss in various locations of each pipe service throughout the gallery. Testing indicates the most notable wall loss has occurred on the 6-inch surface wash, 24-inch filter influent, and 30-inch filter effluent piping.

In general, the 6-inch surface wash piping is severely corroded. Dixon reported a section of surface wash piping that could not be ultrasonically tested due to the level of corrosion present. UT testing of surface wash piping recorded nine locations with 0.200-inches or less wall thickness, with the least thickness of 0.160-inch. In addition, several sections of surface wash piping have failed due to corrosion through the entire wall thickness. The City has repaired known leaks with external clamp-type repair kits. The 24-inch filter backwash supply line has also failed in one location and has been repaired with an external clamp-type repair kit.

Several UT measurements on the 24-inch filter influent piping entering the clarifier pipe gallery are less than 0.25-inch thick (measurement Nos. 1991, 1192, 1996, 1998). UT measurements on the 30-inch filter effluent piping from Filter No. 3 range from 0.454-inch to 0.191-inch wall thickness, suggesting the pipe has experienced at least 50 percent wall loss in some locations. Four locations on the 30-inch filter effluent piping measure less than 0.250-inch thickness (measurement Nos. 1873, 1876, 1877, 1895). Less than 0.250-inch wall thickness on large exposed process piping is of significant concern, as this evidence confirms approximately 50 percent wall loss and aggressive localized corrosion to areas of the pipe where protective coatings have failed. Significant wall loss impacts the structural integrity of the pipe because exposed piping carries loading between pipe supports.

While UT testing provides a reliable and highly accurate wall thickness measurements, the recorded wall thickness is not representative of the entire pipe. It is important to acknowledge the limitations of UT instrumentation. The UT instrument must be mounted to a smooth surface (generally where the protective coating is still intact) and is only capable of measuring approximately a ½-inch diameter spot on the pipe. Thickness at the most severely corroded areas have not been verified due to limitations of the testing equipment.

Along with the piping, the filter effluent flow meters and many valves and actuators are original to the plant, except those replaced in the 2000 Capital Improvements Project, which included the 24-inch filter backwash drain valves and 4-inch filter surface wash valves. The propeller type flow meters require removing filters from service for maintenance. City personnel have reported concerns with leaking valve seats, specifically, the 24-inch filter backwash influent, 24-inch filter influent valves, and 18-inch filter effluent valves. Existing butterfly valves larger than 24-inch diameter can be rebuilt by Dezurik if the internal components are not obsolete. Rebuilding 24-inch and smaller valves is not cost effective compared with replacement.



Figure 4-1 - Example of corrosion at pipe taps.



Figure 4-2 - Example of corrosion at pipe supports.



Figure 4-3 - Surface wash piping is severely corroded throughout the piping gallery.



Figure 4-4 - Repair clamp on 24-inch filter backwash supply.



Figure 4-5 - Severely pitted surface with unknown thickness due to limitations of the UT instrument.



Figure 4-6 - Example of severely corroded mechanical coupling hardware.



Figure 4-7 - Example of severely corroded flange hardware.

4.2 RECOMMENDATIONS

The recommended improvements are intended to rehabilitate the filter gallery piping to provide reliable service for 25-years, under improved atmospheric conditions and with routine preventative maintenance practices. Although the system will be rehabilitated, non-routine maintenance is expected to include occasional repair of pinhole leaks, protective coating restoration, and valve/actuator rebuild or replacement.

Recommended improvements consist of the following:

- Replace all 6-inch surface wash water piping from the surface wash pump to the filter wall.
- Locate UT measurement Nos. 1873, 1876, 1877, 1895 on the 30-inch filter effluent piping and replace these pipes with new segments from the test location to the nearest adjacent fittings.
- Replace previously repaired 24-inch filter backwash supply elbow, tee, 36 to 24-inch reducer, and 36-inch tee. Isolation of this section of pipe from the reservoir requires dewatering of the 42-inch pipe to the reservoir isolation valve. Dewatering and installation is dependent upon the maximum length of time the reservoir can be removed from service.
- Replace four 16-inch filter effluent valves and actuators.
- Replace nine 24-inch filter backwash influent valves and actuators.
- Replace four 24-inch filter influent valves and actuators.
- Replace the 24-inch filter backwash propeller meter with a magnetic flow meter.
- Replace four 16-inch filter backwash propeller meters with magnetic flow meters.
- Clean and inspect interior of exposed piping where removing segments identified for replacement and where removing valves for service or replacement.
- Abrasive blast-clean all filter gallery piping, hardware, and supports, including abatement of existing lead coating.
- Inspect all piping after abrasive cleaning, including wall fittings and seals.
- Replace severely corroded pipe fitting hardware. The cost opinion includes replacement of 50 percent of mechanical coupling hardware and 10 percent of flanged hardware.
- Replace piping with significant wall loss. The cost opinion includes replacement of an additional 10 percent of the existing filter gallery piping.
- Apply one coat epoxy primer and two coats of epoxy finish to all piping, hardware, and supports.

Using a similar approach, Tetra Tech successfully restored filter process piping of similar age, material, and condition at the City of Muskegon Water Filtration Plant. The photo in Figure 4-8 from the Mukegon WFP was taken in 2020, 16-years after completion of the City's dehumidification and restoration and project.



Figure 4-8 - Fifty-year-old steel piping was restored at the Muskegon WFP in 2004.

The anticipated cost for recommended improvements is presented in Appendix A – Opinion of Probable Cost.

5.0 ELECTRICAL ASSESSMENT

5.1 OBSERVATIONS

5.1.1 Conduits

The following pictures depict the present condition of electrical conduits in the piping gallery area. Most of the vertical conduits going through the floor have corrosion.

Approximately 224 ft of $\frac{3}{4}$ "C and 90 ft of $1\frac{1}{2}$ "C conduits are estimated to be present in the piping gallery (Appendix A: Opinion of Probable Cost). All floor crossing conduits and some of the above floor conduits are assumed to be corroded. Overall 50% of all existing conduits are then assumed to be corroded and need to be replaced. Wires passing through these conduits need to be replaced as well. Wire sizes are listed in the spreadsheet in Appendix A.



Figure 5-1 – Cables fully exposed from a corroded conduit.

5.1.2 Actuators

A total of 36 Actuators are estimated to be present in the piping gallery, based on existing engineering drawings. These are drain valve actuators, surface wash valve actuators, and other various actuators. As shown in the pictures below, some of the casing and gear boxes are rusted. A ballpark estimate of 25% of the actuators need either replacement or repair work.



Figure 5-2 - Paint streaks and rust on an actuator and gear box.

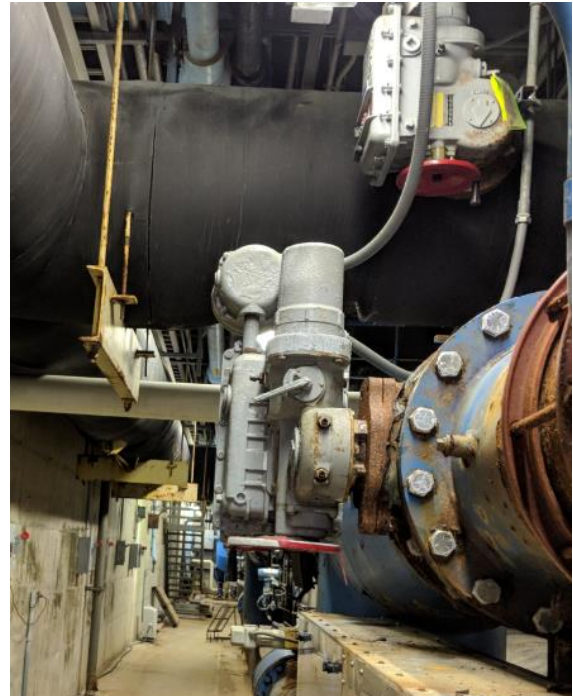


Figure 5-3 - Rusted gearbox of an actuator.

5.1.3 Instruments/Sensors

Some of the instruments and sensors are corroded and likely ineffective. Sample pictures are shown below.



Figure 5-4 - Instrumentation on piping.

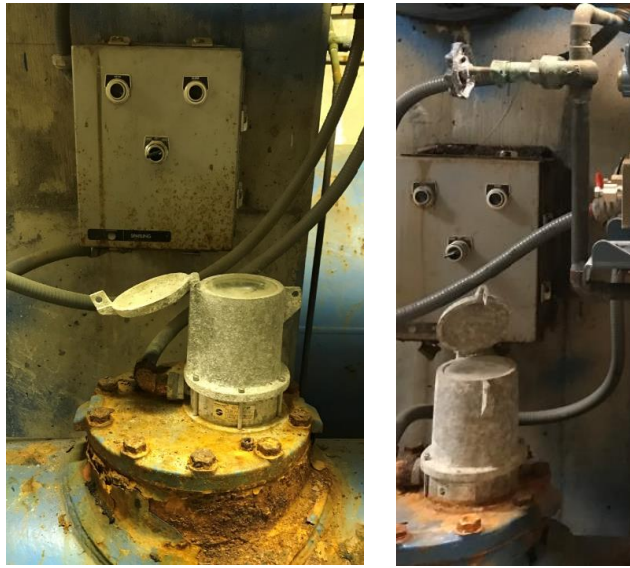


Figure 5-5 - Instrumentation on piping and operating console.

From available engineering drawings, the estimated quantities of various instruments are: 8 Loss of Head (LOH) Transmitters, 2 pH Transmitters and 3 Turbidimeters. Some instruments have Fiber optic connections for data transmission. Replacing the instrument assembly will include replacement of the fiber optic cable and accessories as well.

5.1.4 Junction Boxes

Various junction boxes, receptacles, switch covers and electrical devices are rusted and corroded extensively.



Figure 5-6 - Corrosion in junction boxes.

The devices that are out of order and not active any more need to be removed, wiring disconnected from terminal boxes and any openings created by wire removal on the upstream panels need to be closed/sealed.



Figure 5-7 - Corrosion in various electrical devices.

5.1.5 Motors

Some of the motors in the pipe gallery are in rough shape as shown in the pictures below. Insulation testing of the motors is necessary as part of regular maintenance activity. Those with low insulation values need to be replaced by new motors with compatible ratings. 4 Sump pump motors (¼ HP each) and 2 unit heater fans with steam connections need immediate attention.



Figure 5-9 - Sump pump motor corrosion.



Figure 5-8 - Unit Heater ineffective since the new dehumidifier will have heating.



5.1.6 General and Emergency Lighting



Figure 5-10 - Rust is visible in some of the general lighting frames.

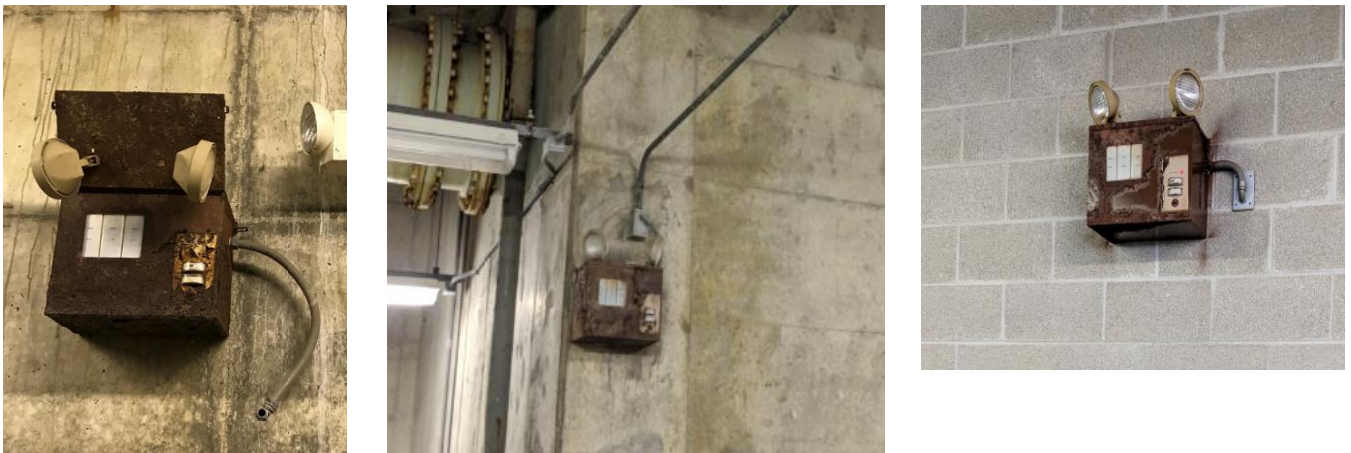


Figure 5-11 - Most of the emergency lighting with battery back-up are corroded to the point that they need to be removed.

5.2 RECOMMENDATIONS

The general recommendation is to remove all the corroded electrical devices and conduits.

- a. Devices that are corroded but still active: Replace these devices with a similarly rated new one.
- b. Devices that are corroded and are no longer: Remove
- c. Corroded conduits: Replace them with similarly sized new conduits and fittings. Conduits should be galvanized steel RMC.
- d. Replacing corroded conduits will require appropriate lock out tag out (LOTO), isolation of the devices and instruments connected to these conduits, temporary marking of the wiring, installation of new conduits and wiring, termination and marking of new wiring.
- e. In addition to the above corroded electrical equipment and wiring supports/conduits, there are other areas where electrical devices need to be temporarily disconnected and removed to accommodate repair and replacement of piping and related work.

6.0 STRUCTURAL ASSESSMENT

6.1 OBSERVATIONS

There are two types of pipes supports in the filter gallery of the plant. One support for the 6" surface wash pipes, and another type for the larger pipes in the filter gallery. The support for the surface wash pipes consists of a pipe clevis support suspended from a steel bracket bolted to the concrete wall. All of these supports were covered in rust. The other type of support used for the larger diameter pipes consists of a painted C9 channel supported from the ceiling by steel rods. The painting system for these supports is failing and signs of rust are evident. There does not appear that there is significant section loss on any of these supports.



Figure 6-2 - Typical surface wash pipe support.



Figure 6-1 - Typical large diameter pipe support.

6.2 RECOMMENDATIONS

The recommendation for the surface wash pipe supports is to remove and replace them in kind. For the larger diameter pipe supports the recommendation is to clean the steel and repaint the supports.

APPENDIX A – DESIGN CONDITIONS

Design Conditions

	<i>Weather Extremes</i>			<i>Shallow Ground water</i>	<i>Internal Conditions</i>	
	<i>Summer</i>	<i>Winter</i>	<i>Dehumidification</i>		<i>Room</i>	<i>Building</i>
<i>Dry Bulb (°F)</i>	85.9	5.4	79.2	54	70	75
<i>Dewpoint (°F)</i>	65.9	5.4	71.6	55	50	68.4
<i>Humidity Ratio (gr/lb air)</i>	99.5	7.6	121.1	67.1	55.6	108.7
<i>Vapor Pressure (in Hg.)^a</i>	0.67	0.05	0.81	0.45	0.37	0.73
<i>Elevation</i>						
<i>(ft above sea level)</i>	998					
<i>Air Density (lb/ft³)</i>	0.0703					

APPENDIX B - OPINION OF PROBABLE COST

OPINION OF PROBABLE CONSTRUCTION COST

TETRA TECH

710 Avis Drive, Ann Arbor, MI 48108

Telephone: (734) 665-6000
FAX: (734) 665-2570

PROJECT: Jackson WTP Piping Study
 LOCATION: Jackson, MI
 BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL
 WORK: Piping gallery restoration work: Summary

DATE: 3/23/2020
 PROJECT NO.: 200-12740-20002
 ESTIMATOR: B. Whitehead
 CHECKED BY: _____
 CURRENT ENR: 11396

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
1	Process Mechanical	1	LS	\$967,349	\$967,349
2	HVAC & Plumbing	1	LS	\$17,380	\$17,380
3	Structural	1	LS	\$27,500	\$27,500
4	Electrical	1	LS	\$34,979	\$34,979
5					
6	General Conditions, insurance, bonds, permits, etc.	10%	%	\$104,721	\$104,721
7	Contingency	30%	%	\$345,578	\$345,578
8					
9					
10					
11					
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16					
17					
18					
19					
20					
21					
22					
23					
24					
TOTAL CONSTRUCTION COST					\$1,497,507

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: September 29, 2020

SUBJECT: Extend the Contract for Police Department and downtown sidewalk and parking Lot snow removal to Executive Property Maintenance.

Recommendation:

Extend the contract for downtown and Police Department sidewalk, and parking lot snow removal to Executive Property Maintenance at a cost of \$81,045.00. (The same price as last year.)

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Michael Osborn, Director of Public Works
DATE: September 29, 2020
RECOMMENDATION:

SUMMARY

For the last few years Executive Property Maintenance has removed the snow in downtown, and at the police Department. This includes sidewalks and parking lots. They are willing to do the work again this year at the same price as last year. \$81,045.00. City staff have been content with the level of service, and response.

BUDGETARY CONSIDERATIONS

The funding will be accommodated within the following line items: Sidewalks 101-456-000-818.000, Parking lots 518-586-000-937.000, and Police 101-301-000-930.000. With the total cost being \$81,045.00.

HISTORY, BACKGROUND and DISCUSSION

Sidewalk snow removal is coordinate between EPM and Public Works personel in order to provide appropriate downtown services during the winter months. Last years price was expanded to include additional parking lots, and expansiond of existing lots. The contract for the fiscal year of 2019/2020 was \$81,045.00. That will not change going forward into the 2020/2021 fiscal year.

POSITIONS

I recommend extension of a contract with Executive Property Management for snow and ice removal services for downtown and the Police Department.

MEMO TO: Honorable Mayor Dobies and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: October 1, 2020

SUBJECT: **First Reading of Ordinance Creating Corridor
Improvement Authority and Adoption of Accompanying Resolution**

RECOMMENDATION: **Approve First Reading of Ordinance Establishing Martin
Luther King Jr. Drive Corridor Improvement Authority and
Adopt Accompanying Resolution**

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Dobies and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – October 13, 2020

RECOMMENDATION: Approve First Reading of Ordinance Establishing Corridor Improvement Authority and Adopt Resolution Authorizing Same

SUMMARY

Attached is a proposed Ordinance for First Reading, adding Division 15 to Article 2, Chapter 2, of the City of Jackson Code of Ordinances to establish a Corridor Improvement Authority. Also attached is the proposed Resolution for formal adoption of City Council, authorizing the creation of the Ordinance and establishment of the proposed Corridor Improvement Authority.

HISTORY, BACKGROUND and DISCUSSION

City Council previously took action, including a public hearing held on August 11, 2020, to establish a Corridor Improvement Authority (CIA) under Part 6 of the State of Michigan’s re-codified Tax Increment Financing Act (Act). Prior thereto, City Council adopted a “resolution of intent”, which outlined the development area and confirming that it meets the criteria set forth in Section 605 of the Act. MCL 125.4606. The proposed CIA is designed to promote economic growth, redevelopment, mixed uses, street and landscape improvements, and pedestrian and bike access, all consistent with the City’s Master Plan. The area designated for the CIA is generally located on both sides of MLK Drive between Franklin Street and South Street, crossing the MLK Equality Trail, including strategic business parcels along Prospect Street. As set forth in the Act, the City Council may modify and amend the boundaries of the CIA. The CIA will be governed by a separate nine (9) member Board of Directors appointed by the Mayor and subject to City Council approval. The CIA Board will further establish an annual budget, approved by City Council.

Establishing a CIA within the City will allow the use of tax increment financing to make capital improvements within the established boundary. It also allows the City to extend benefits to aging commercial corridors similar to those available within the Downtown Development Authority. The City can use taxes arising from increased property values through tax increment financing to pay for improvements to commercial areas along arterial or collector streets and roads. Corridor improvements may include improvements to the land, as well as constructing, rehabilitating, preserving, equipping, or

maintaining buildings within the development district for public or private use. These improvements may also be financed initially through bonding, which may be repaid from the enhanced property tax revenue stream, special assessments, and fees. This Act is designed to rehabilitate, renovate, and prevent the deterioration of established commercial business districts not otherwise eligible under the Downtown Development Authority Act. Formal establishment of the CIA will allow the City to utilize the available economic redevelopment tools provided for under the Act to improve, reinvest in, and create economic growth opportunities which benefit those property owners located within its boundary.

POSITION

In accordance with the requirements of the Act; Council's prior approval to proceed with the establishment of a corridor improvement authority; and the previously conducted public hearing, it is recommended that Council approve the attached Ordinance for First Reading establishing the MLK Corridor Improvement Authority in conjunction with the City Council Resolution authorizing same as required by MCL 125.4606, Section 606(3). Upon approval of the Resolution it shall be filed promptly with the Secretary of State and Published at least once as required by the Act.

Attachment: Corridor Improvement Authority Ordinance and accompanying Resolution

RESOLUTION 2020-__

A Resolution establishing the MLK Corridor Improvement Authority in the City of Jackson

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson has determined that it is in the best interest of the public to revitalize and encourage redevelopment of commercial corridors in the City to promote economic growth, mixed uses, well designed and environmentally responsible development, attractive streetscapes and landscapes, and new opportunities for pedestrian and bike access, consistent with the City's Master Plan for Future Land-use; and

WHEREAS, in 2018, the State of Michigan recodified the Tax Increment Financing Act (herein "the Act"), including Part 6 Corridor Improvement Authorities, to provide for the establishment of Corridor Improvement Authorities as a tool to help correct and prevent deterioration in commercial corridor business districts, and promote the economic growth within the districts; and

WHEREAS, the City of Jackson held a public hearing on August 11, 2020 about establishing a Corridor Improvement Authority, with business owners, key stakeholders, and interested citizens along the MLK Drive corridor; and

WHEREAS, the area designated for the authority is generally located on both sides of MLK Drive between Franklin Street and South Street, crossing the MLK Equality Trail, including strategic business parcels along Prospect Street, and has been identified in this corridor as described on the Development Area Description Exhibit, which is hereby incorporated as part of this Resolution by reference; and

WHEREAS, the boundaries of the development area are subject to alteration or amendment as the City Council may deem appropriate in the future, subject to the limitations provided by law, and that this corridor as described on the Development Area Description Exhibit meets the criteria in Section 605 of the Act for the establishment of what the Act calls a "development area",

- A. It is adjacent to or is within 500 feet of a road classified as an arterial or collector according to the Federal Highway Administration manual "Highway Functional Classification - Concepts, Criteria and Procedures".
- B. It contains at least 10 contiguous parcels or at least 5 contiguous acres.
- C. More than 1/2 of the existing ground floor square footage in the development area is classified as commercial real property under section 34c of the general property tax act, 1893 PA 206, MCL 211.34c.
- D. Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire development area, for the immediately preceding 30 years.

E. It is presently served by municipal water or sewer.

F. It is zoned to allow for mixed use that includes high-density residential use.

WHEREAS, pursuant to MCL 124.4605, the City of Jackson agrees to expedite the local permitting and inspection process in the development area, and to modify its master plan to provide for walkable non-motorized interconnections; and

THEREFORE BE IT RESOLVED, that for the reasons set forth in this Resolution the City Council of the City of Jackson hereby states intentions to establish the

Martin Luther King Jr. Drive Corridor Improvement Authority

(hereinafter the “Authority”), pursuant to the Act; and

BE IT FURTHER RESOLVED, to provide further clarification as to the nature of this Authority this Resolution establishes the Authority and designates the boundaries of the development area within which the Authority shall exercise its powers, pursuant to the Act, which shall further stipulate that:

1. The Authority is hereby created and established pursuant to the provisions of Act 57 of the Public Acts of 2018, as amended.
2. The Authority shall be under the supervision and control of a board consisting of the chief executive officer of the municipality or his or her assignee and 9 other members. Members shall be appointed by the chief executive officer of the municipality, 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. At least 1 of the members shall be a resident of the development area or of an area within 1/2 mile of any part of the development area. Of the members first appointed, an equal number of the members, as near as is practicable, shall be appointed for 1 year, 2 years, 3 years, and 4 years. A member shall hold office until the member's successor is appointed. After the initial appointment, each member shall serve for a term of 4 years. An appointment to fill a vacancy shall be made by the chief executive officer of the municipality for the unexpired term only. Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board.
3. The City Council shall designate the boundaries of the Authority development area as designated on the attached Development Area Description Exhibit, or as amended, and shall be incorporated as part of the Resolution by reference. The boundaries of the development area shall be subject to alteration or amendment as the City Council may deem appropriate in the future, subject to limitations provided by law.

4. The Authority development area, as described on the Development Area Description Exhibit, or as amended, shall be shown to meet the criteria in Section 605 of the Act for the establishment of what the Act calls a “development area.”
5. The Authority shall adopt bylaws governing its procedures and rules regarding the holding of its meetings, all in accordance with Section 608 of the Act 57 of 2018, and other applicable provisions in the Act, and any other applicable statute. The Authority shall immediately forward a copy of its proposed bylaws and rules to the City Council in care of the City Clerk. Such bylaws and rules, and amendments thereof, shall be subject to the approval of the city Council.
6. The Authority shall have the powers and duties as provided by and in accordance with the Act, and that the Authority shall have no power to: (1) borrow money and issue bonds or notes without the approval of the City Council; or (2) condemn private property.
7. The City Clerk is directed to file a certified copy of the Resolution with the Secretary of State promptly after its adoption and publish the Resolution in a newspaper of general circulation in the City.

BE IT FURTHER RESOLVED, that in anticipation of discussion and to provide further clarification as to the nature of this Authority, the City Attorney is directed to prepare for consideration, no later than the October 13, 2020 City Council meeting, an Ordinance codifying the Authority under Division 15, of Article 2, Chapter 2 of the City of Jackson Code of Ordinances, pursuant to the Act; and

BE IT FURTHER RESOLVED, that the Jackson City Council requests that the City Clerk forward copies of this resolution to the Jackson County’s State Legislative delegation, the Jackson County Board of Commissioners, the Jackson County Branch NAACP, the Jackson County Chamber of Commerce, and the Jackson Anchor Initiative.

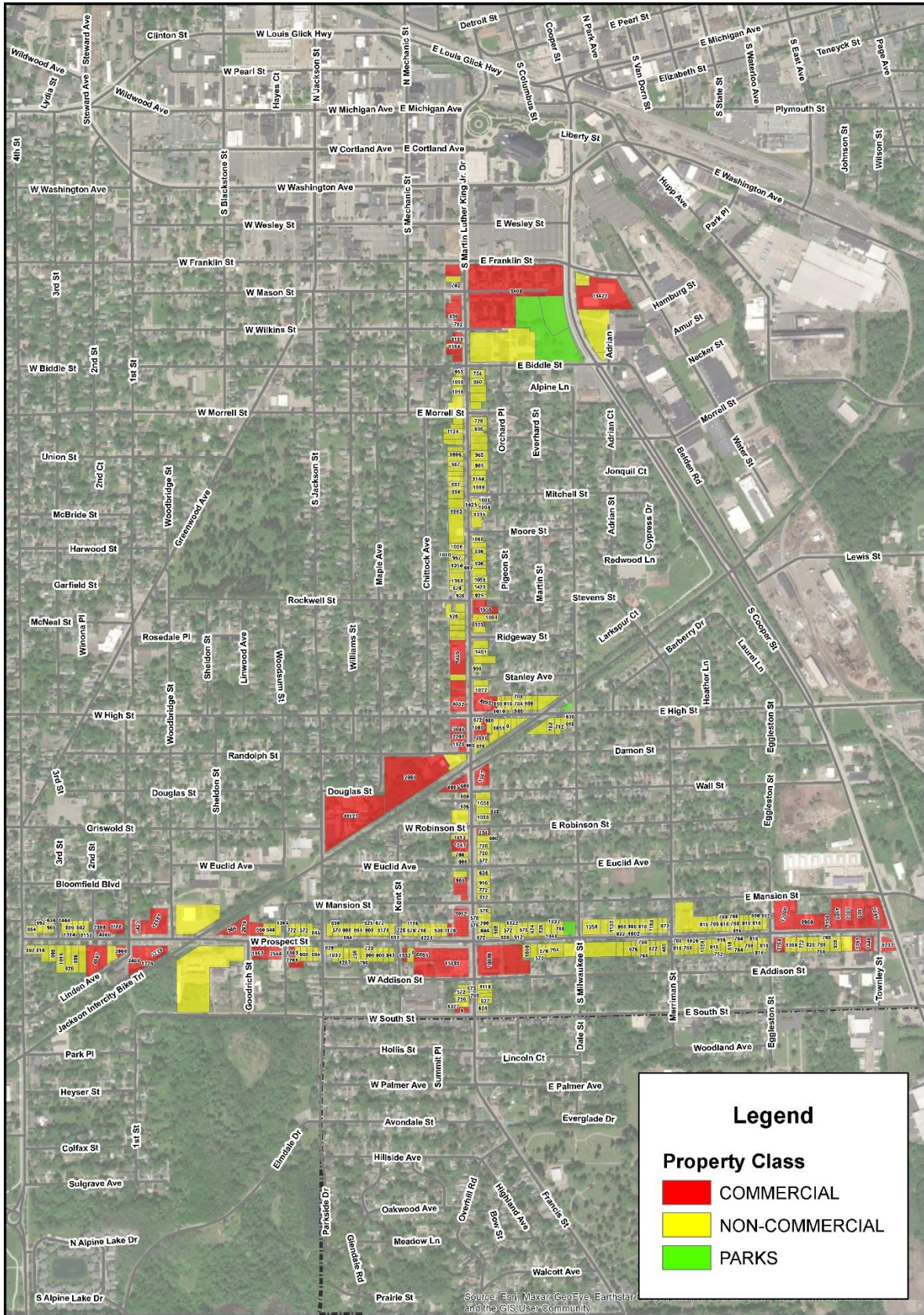
State of Michigan)
 County of Jackson)ss
 City of Jackson)

I, Andrea Muray, Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 13th day of October, 2020.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 13th day of October, 2020.

Andrea Muray, Clerk

EXHIBIT: Development Area Description



MLK AND PROSPECT CORRIDOR

0 400 800 1,200 1,600
 Feet
 Map Prepared: July 10th, 2020

ORDINANCE 2020 - _____

An Ordinance amending Chapter 2 of Article 2 of the City of Jackson Code of Ordinances, adding Division 15 to establish a Corridor Improvement Authority within a designated area in the City for the purpose of promoting economic growth for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council hereby determines that it is necessary for the best interests of the public to create a public body corporate which shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 57 of the Public Acts of Michigan, 2018, MCL 125.4602, et seq.

Section 2. That Division 15 of Article 2, Chapter 2 of the City of Jackson, Michigan Code of Ordinances be established to read as follows:

DIVISION 15. – CORRIDOR IMPROVEMENT AUTHORITY

Sec. 2-404. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in Act 57 or as hereinafter in this section, except where the context clearly indicates a different meaning:

Authority means the Martin Luther King Jr. Drive Corridor Improvement Authority (also known as "MLKCIA") created by this Ordinance.

Act 57 means Act No. 57 of the Public Acts of Michigan of 2018, as amended. MCL 125.4602, et seq.

Board or Board of Directors means the Board of Directors of the Authority, the governing body of the MLKCIA.

Chief Executive Officer means the Mayor of the City of Jackson.

City means the City of Jackson, Michigan.

City Council means the City Council of the City of Jackson.

Development Area means the development area designated by this ordinance, as now

existing or hereafter amended, and within which the Authority shall exercise its powers.

Sec. 2-405. Creation of Authority.

There is hereby created pursuant to Act 57 a Corridor Improvement Authority for the City. The Authority shall be a public body corporate and shall be known and exercise its powers under title of the MARTIN LUTHER KING JR. DRIVE CORRIDOR IMPROVEMENT AUTHORITY. The Authority may adopt a seal, may sue and be sued in any court of this State and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this ordinance and Act 57. The enumeration of a power in this ordinance or in Act 57 shall not be construed as a limitation upon the general powers of the Authority.

Sec. 2-406. Termination.

Upon completion of its purposes, the Authority may be dissolved by resolution of the City Council in accordance with MCL 125.4627. The property and assets of the Authority, after dissolution and satisfaction of its obligations, shall revert to the City.

Sec. 2-407. Description of Development Area.

The Development Area shall consist of the territory in the City described as follows, subject to such changes as may hereinafter be made pursuant to this Ordinance and Act 57:

Martin Luther King Jr. Drive West Side Franklin to Mason

East 85 ft of Lot 8, Lots 9, 10 & 11, B5S, R2E of the Grand River Addition to the City of Jackson.

Mason to Wilkins

West 49.5 ft of Lots 11 & 12, also east 50.5 ft of the north ½ Lot 14, the south ½ of Lot 14, the north ½ Lot 13 and the east 25.5 ft of the south ½ of Lot 13, all part of Block 68 Ford's Western Addition to the City of Jackson.

Wilkins to Biddle

West 49.5 ft of Lots 11 & 12, also Lots 13 & 14 with the east ½ of vacated Buffalo Street except the north 66 ft of east ½ of Buffalo Street and the west 27.5 ft of the north ½ of Lot 14, all part of Block 73 Ford's Western Addition to the City of Jackson.

Biddle to Morrell

East 45 ft of Lot 17, all of Lots 18-22 and the east ½ of Lot 23 of Cooley Place.

Morrell to Rockwell

Commencing at the intersection of the west line of Martin Luther King Jr Drive (formerly Francis Street) with the south line of Morrell Street thence west 88 ft, thence south 66 ft, thence west 27.5 ft, thence south 39 ft, thence west 61.5 ft, thence south 136 ft to the north line of Lot 1, Block Two, Rustic Hall Addition to the City of Jackson, thence east 33 ft, thence south 6.5 ft to the north line of an alley, thence east 144 ft to the west line of Martin Luther King Jr Drive (formerly Francis Street) thence north 247.5 ft to the point of beginning, along with Lots 1-12, Block One of Rustic

Hall Addition, along with Lots 1-13, Block One and the north 12.3 ft of Lot 14 and the east 90 ft of the south 50 ft of Lot 14, Block One, Merriman's Addition to the City of Jackson.

Rockwell to High

Lots 4-15 of Block 2 of Merriman's Addition to the City of Jackson except the west 36 ft of Lot 5 and the north 13 ft of the west 36 ft of Lot 6 of Block 2.

Lots 1-5 of Pennington's Addition to the City of Jackson.

High to RR ROW

Commencing at the intersection of the south line of High Street with the west line of Martin Luther King Jr. Drive (formerly Francis Street) thence west 140 ft, thence south 218 ft, thence east 65 ft, thence south to the center line of vacated Randolph Street (or alley so called), thence west along said center line to the east line of Chittock Street, thence south to the south line of Randolph Alley so-called, thence south 21 ft to the south line of Randolph Street, thence west 451.6 ft to the east line of Maple Street, thence south to the south line of Douglas Street, thence west to the east line of Jackson Street, thence south to the north line of the right of way of the Airline Division of the MCRR Co., thence northeasterly along said right of way line to the west

line of Martin Luther King Jr. Drive (Francis Street), thence north to the point of beginning.

Block 20 exc the north 306.25 ft of the west 396.3 ft, also Block 29 and the vacated portion of Woodsum Street south of the south line of Euclid Street and north of the north line of the Airline Division of the MCRR Co. all part of Prospect Addition to the City of Jackson.

South of RR along Prospect North Side

Commencing at the southeast corner of Block 5 thence north 115.5 ft, thence west 280 ft, thence north to the south line of the Airline Division of the MCRR Co., thence southwesterly along said line to the north line of Prospect Street, thence east along said north line to the point of beginning being part of Block 25 Prospect Addition to the City of Jackson.

Woodsum to Jackson

Lots 6-9 & the south 75 ft of Lot 10 Block 26, Prospect Addition to the City of Jackson.

Jackson to Kent

Lots 13-24, Block 6 Harmon Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive

Lots 7-14 Block 5 Harmon Addition to the City of Jackson.

South of RR along Prospect South Side

Commencing at the intersection of the north line of South Street with the east line of Woodbridge Street thence N 0° 9'25" W 452.29 ft to south line of the Airline Division of the MCRR Co., thence N 75° 21'21" E 235.19 ft to the south line of Prospect Street, thence S 89° 29'55" E along said south line to the northeast corner of Lot 1 Block 15 Prospect Addition to the City of Jackson, thence south along the west line of Goodrich to the north line of South Street, thence west along the said north line to the point of beginning.

Goodrich to Jackson

All of Block 16 and Lots 1-4 Block 17 Prospect Addition to the City of Jackson.

Jackson to Kent

Lots 1-11 and the north 72 ft of Lot 12 Block 3 Harmon's Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive

Lots 1-2 and 15-23 Block 4 Harmon's Addition to the City of Jackson.

On Martin Luther King Jr. Drive to South Street

East 90 ft of Lot 1 and Lots 2-5 Block 1 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive – High to Prospect West Side

Commencing at the northeast corner of Lot 1 of McCuen's Subdivision, thence west along the north line of said subdivision to the northwest corner of Lot 5, thence northeasterly along the railroad right of way to the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence south to the point of beginning. Lot 1 McCuen's Subdivision. Lot 11 & east 4 ft of Lot 10 McCuen's Subdivision. Commencing at the intersection of the north line of Robinson Street and the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence west 150 ft, thence north 113.5 ft to the south line of McCuen's Subdivision, thence east 150 ft to the west line of Martin Luther King Jr. Drive (Francis Street), thence south 113.45 ft to the point of beginning.

Robinson to Prospect

Commencing at the northeast corner of Lot 5 Sheap's Addition to the City of Jackson, thence north on the west line of Martin Luther King Jr. Drive (formerly Francis Street) to the south line of Robinson Street, thence west on said south line 100 ft, thence south 51.83 ft, thence easterly to the point of beginning. East 94 ft of Lot 1, Lots 2-5 Sheap's Addition to the City of Jackson except a triangular parcel of Lot 5 described as commencing at the northeast corner of Lot 5, thence west 150 ft, thence south 2 ft 9 inches, thence easterly to the point of beginning. Lots 1-4 and the east ½ of Lot 5 Block 8 Harmon's Addition to the City of Jackson.

Lots 1-6 Block 5 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive East Side

All of the land north of Biddle Street, south of Franklin Street, east of Martin Luther King Jr. Drive (formerly Francis Street) and west of S. Cooper Street. Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) with the south line of Biddle Street, thence east 132 ft, thence south 132 ft, thence east 8 ft, thence south 82.5 ft, thence east 0.25 ft, thence south 76.9 ft, thence west 40 ft, thence south 66 ft, thence west 100.25 ft to the east line of Martin Luther King Jr. Drive (Francis Street), thence north on said east line to the point of beginning. Lot 20 Orchard Place except the north 23 ft of the south 45 ft of the east 33 ft of Lot 20. South 23.5 ft of Lot 1 & Lots 2-5 Block 7 Knapp's Addition to the City of Jackson. Lots 31-34 Orchard Place.

To Mitchell

West 105.7 ft of Lot 1, Lot 2, north 35 ft 8 inches of Lot 3 & west 91.7 ft of Lots 3 & 4 of Block 4 Moore's Addition to the City of Jackson. Lots 11-19 & the west 95 ft of Lot 20 of Block 11

Root's South Addition to the City of Jackson. Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the north line of Ridgeway Street, thence east 112 ft, thence north 99 ft, thence east 111 ft, thence north 132 ft, thence west 223 ft, thence south 231 ft to the point of beginning. Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the south line of Ridgeway Street, thence east 132 ft, thence south 140.25 ft, thence east 63 ft, thence south 66 ft, thence west 125 ft, thence south 82.5 ft, thence west 70 ft to the east line of Martin Luther King Jr. Drive (Francis Street) thence north to the point of beginning. Lots 1-5 and Lots 18-25 GM Stanley Addition to the City of Jackson with that portion of the vacated alley lying west of Lot 25. Land on the north side of High Street west of Milwaukee Street lying south of the railroad right of way.

Damon to Wall

Lots 2 & 3 Block 5 exc the east 8 ft for an alley and the west 3 ft for sidewalk also the west 108.5 ft of Lot 1 Block 5 exc the northerly 36 ft and exc the west 3 ft for sidewalk Eggleston Addition to the City of Jackson.

Wall to Robinson

Lots 1-3 Block 8 Eggleston Addition to the City of Jackson exc the west 3 ft for sidewalk.

Robinson to Mansion

Lots 13-17 Block 1 and Lots 15-19 Block 2 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson.

Mansion to Prospect – North Side to Milwaukee

Lots 14-25 Block 3 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson also Lots 3-5, 13, 16, & 17 Block 3 Francis Street Addition to the City of Jackson.

Prospect to Addison – South Side to Milwaukee

Lots 1-19 Block 4 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson also Lots 9, 11, 14 & 15 Block 4 Francis Street Addition to the City of Jackson.

Addison to South

Lots 1-4 Block 5 Francis Street Addition to the City of Jackson exc the east 42 ft of Lot 4. Commencing at the intersection of the north line of High Street and the east line of Milwaukee Street, thence east 66 ft, thence north to the south line of the old railroad right of way, thence southwesterly along said right of way to the east line of High Street, thence south to the point of beginning.

High to Damon

All of the land north of the old railroad right of way, east of Martin Luther King Jr. Drive (formerly Francis Street), and south of High Street. Commencing at the northeast corner of Lot 9 Block 1 Eggleston's Addition to the City of Jackson, thence west along the north line of Block 1 234.1 feet to the point of beginning of this description, thence north to the southerly line of the old railroad

right of way, thence southwesterly along said right of way to the north line of said Block 1, thence east along said north line Block 1 to the point of beginning.

Prospect – Milwaukee to Merriman

(North) Lots 2, 3, 6, 7, 10, 11, 14, 15, 18, 19 & 22 Block 8 Francis Street Addition to the City of Jackson. (South) Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20 & 21 Block 9 Francis Street Addition to the City of Jackson.

Prospect – Merriman to Eggleston

(North) Lots 139-162 South Gardens Subdivision. (South) Lots 119-138 South Gardens Subdivision.

Prospect – Eggleston to S. Cooper

(North) Lots 1, 2 & 6-18 John I Breck's Little Farms Subdivision also beginning at the southeast corner of Lot 10 of said Little Farms Subdivision thence east along the north line of Prospect Street to the westerly line of S. Cooper Street (formerly Airline Drive), thence northwesterly along said westerly line to the south line of Mansion Street, thence west along the south line to the northeast corner of Lot 9, thence south along the east line of Lots 9 & 10 to the point of beginning.

Prospect – Eggleston to S. Cooper

(South) Lots 19-27 John I Breck's Little Farms Subdivision also a parcel of land commencing at a point on the east line of Townley Street 382.77 ft north of the north line of South Street, thence east 139.08 ft to the west line of Fargo Road, thence N 72° 57' W along the west line of Fargo Road 90.15 ft, thence on a 31 deg 4 min curve to the left 10 ft to the point of beginning of this description, thence continuing on said curve to the left to the intersection of the east side of Townley Street with the south side of Fargo Road, thence south along the east side of Townley Street 135.42 ft, thence east to the point of beginning.

S. Cooper – Franklin to Morrell

Commencing at the intersection of the east line of S. Cooper Street (formerly Airline Drive) and the south line of Franklin Street, thence S 0° 18' 02" E along said east line 113 ft, thence along a curve to the left along said east line 208.53 ft, said curve having a radius of 1076.56 ft delta angle of 11° 05' 53" and a chord of 208.20 ft bearing S 05° 50' 59" E, thence N 89° 31' 24" E 481.79 ft, thence N 29° 49' 28" W 291.64 ft to the south line of Franklin Street, thence west along said south line to the point of beginning. Southerly 42.8 ft of Lots 12 & 13 and all of Lots 14-22 Block 10 Grand River Addition to the City of Jackson except that portion sold for state highway purposes. Lot 2 Block 1 Knapp's Addition to the City of Jackson except that portion sold for state highway purposes. All of the land lying south of Biddle Street, north of Morrell Street, west of Belden Road and east of S. Cooper Street (formerly Airline Drive). Lot 9 except the west 114 ft Block 9 Grand River Addition to the City of Jackson, also the east 18 ft of Lot 1, all of Lots 2-6 and the north 47.12 ft of Lot 7 Block 6 Knapp's Addition to the City of Jackson, also a strip of land formerly part of NYCRR and described as commencing at the northeast corner of Lot 3 Block 6 Knapp's Addition to the City of Jackson thence running northeasterly along the north line of said Lot 3 extended 56 ft, thence southeasterly parallel to the east line of Block 6 126 ft, thence southwesterly parallel to the north line of said Lot 3 10 ft, thence southeasterly parallel to the east line of Block 6 185.72 ft, thence southwesterly parallel to the north line of Lot 3 46 ft to the east line of Block

6, thence northwesterly along the east line of Block 6 to the point of beginning. Commencing at a point on the south line of Biddle Street 132 ft east of the east line of Martin Luther King Jr. Drive (formerly Francis Street), thence south 102.5 ft, thence east 65.75 ft, thence south 0.5 ft, thence east 65.75 ft, thence north 103 ft to the south line of Biddle Street, thence west to the point of beginning. Commencing at a point on the south line of Biddle Street 300.02 ft east of the east line of Martin Luther King Jr. Drive (formerly Francis Street), thence east along said south line 46.75 ft, thence south 132 ft, thence west 46.7 ft, thence north 132 ft to the point of beginning. Commencing at a point on the south line of Biddle Street 66 ft west of the west line of Lot 1 Block 16 Knapp's Addition to the City of Jackson, thence east 57.5 ft, thence south 123.75 ft, thence west 57.5 ft, thence north 123.75 ft to the point of beginning. West 35.5 ft of Lots 1 & 2 Block 16 Knapp's Addition to the City of Jackson and a parcel of land commencing at the northwest corner of said Lot 1, thence south 132 ft, thence west 8.5 ft, thence north 132 ft, thence east 8.5 ft to the point of beginning. East 96.5 ft of Lot 1 and the north 10.46 ft of the east 96.5 ft of Lot 2 Block 16 Knapp's Addition to the City of Jackson. Lots 68, 69 & 72 Jackson Urban Renewal Replat No. 4. Lot 2 Block 13 Knapp's Addition to the City of Jackson.

S. Cooper – Morrell to High

Lots 52-55 Jackson Urban Renewal Replat No. 4. Lots 37-42 Jackson Urban Renewal Replat No. 3. Lot 16 Jackson Urban Renewal Replat No. 2. Lot 50 except that portion to be used for state highway, Jackson Urban Renewal Replat No. 3. Block 1 Root's South Addition to the City of Jackson. Commencing at a point on the south line of Lewis Street 10 ft westerly measured at right angle from the center line of NYCRR Co Jackson Main Branch Track, thence southerly parallel to and at an equal distance from said track 129 ft to a point, thence southerly and parallel to and 10 ft westerly measured at right angle from the center line of the Cincinnati Northern Railroad (CNRR) Track 173 ft to a point, thence continuing southerly to a point on the westerly line of the CNRR right of way at a point 87 ft north of the south line of Section 2, T3S, R1W measured at right angles to south line of Section 2 which is the north line of High Street, thence west along the north line of High Street to the west line of Belden Road (now vacated), thence northwesterly along the west line of Belden Road to a point 143 ft north of the south line of Section 2 measured at right angles, thence west parallel to the south line of Section 2 to the east line of S. Cooper Street (formerly Airline Drive) thence northwesterly along the east line of S. Cooper Street to the south line of Southside Addition to the City of Jackson, thence east 54.66 ft to the west line of Belden Road, thence northwesterly along the west line of Belden Road to the south line of Lewis Street, thence east along the south line of Lewis Street to the point of beginning.

S. Cooper – High to Prospect

Commencing at a point on the south line of High Street 72.31 ft east of the east line of Eggleston Street, thence south 132 ft, thence east 42.17 ft, thence south 132 ft to the north line of Damon Street, thence east to the westerly line of S. Cooper Street (formerly Airline Drive), thence northerly along said westerly line to the south line of High Street, thence west along the south line of High Street to the point of beginning. Commencing at a point 363 ft south and 406.56 ft east of the N $\frac{1}{4}$ post of Section 11, T3S, R1W, said point being on the south line of Damon Street thence south 132 ft, thence east 82.2 ft, thence south 132 ft to the north line of Wall Street, thence east along the north line of Wall Street to the west line of S. Cooper Street, thence northwesterly along the west line of S. Cooper Street to the south line of Damon Street, thence west to the point of beginning. Commencing at the intersection of the south line of Wall Street and the east line of

Eggleston Street said point being S 00° 32' E 692.63 ft and N 88° 47' E 33 ft of the N ¼ post of Section 11, T3S, R1W, thence N 88° 47' E 594.10 ft to the west line of S. Cooper Street (formerly Airline Drive), thence southeasterly 64.96 ft on an arc of a 5689.58 ft radius curve to the left, chord of which bears S 18° 53' 17" E 64.95 ft, central angle 00° 39' 15" along the westerly line of S. Cooper Street, thence S 18° 31' 03" E 895.16 ft, thence S 00° 32' 43" E 8.32 ft along the west line of formerly Townley Street to the north line of Mansion Street, thence S 88° 47' W 505.38 ft along the north line of Mansion Street, thence N 0° 32' W 334.17 ft, thence S 88° 47' W 385.57 ft to the east line of Eggleston Street, thence N 0° 32' W 590.76 ft to the point of beginning. Commencing at the intersection of the south line of High Street with the east line of S. Cooper Street (formerly Airline Drive), thence east along the south line of High Street to the center line of vacated Belden Road, thence south along said center line to the easterly line of S. Cooper Street, thence northwesterly along the easterly line of S. Cooper Street to the point of beginning. Commencing at a point on the center line of vacated Belden Road 214.5 ft south of the north line of Section 11, T3S, R1W, thence east to the westerly line of the Cincinnati Northern Railroad (CNRR), thence southerly along the westerly line of the CNRR to a point 478.5 ft south of the north line of Section 11, thence east to the westerly line of LS & MS RR, thence southerly along the westerly line of LS & MS RR to a point 684.42 ft south of the north line of Section 11, thence west to the westerly line of CNRR, thence southerly along the westerly line of CNRR to a point 999.9 ft south of the north line of Section 11, thence west to the center line of Belden Road, thence northerly along said center line to the point of beginning, except land sold to CNRR and except land for state highway purposes. Commencing on the easterly line of S. Cooper Street (formerly Airline Drive), at a point 999.9 ft south of the north line of Section 11, T3S, R1W, thence east 373.84 ft to the westerly right of way of the Cincinnati Northern Railroad (CNRR), thence S 19° 33' E 357.86 ft, thence S 70° 27' W 150 ft, thence S 45° 59' W 97.34 ft, thence west 157.3 ft to the east line of S. Cooper Street, thence northerly along said east line 419.71 ft to point of beginning except the west 7 ft thereof. Commencing at the intersection of the center line of Mansion Street relocated with the east line of S. Cooper Street (formerly Airline Drive), thence north 18° 31' 03" W 86.8 ft along the east line of S. Cooper Street to the center line of Mansion Street prior to the relocation said point being the point of beginning of this description, thence N 18° 31' 03" W 175 ft along the east line of S. Cooper Street, thence N 88° 48' 05" E 150 ft, thence S 18° 31' 03" E 227.25 ft to the north line of Mansion Street relocated, thence S 88° 48' 05" W 69.4 ft along the north line of Mansion Street relocated to the center line of Mansion Street abandoned, thence N 65° 05' 18" W to the point of beginning. Commencing at the intersection of the south line of Mansion Street relocated and the east line of S. Cooper Street (formerly Airline Drive), thence southeasterly along the east line of S. Cooper Street to the north line of Prospect Street unopened, thence easterly along the north line of Prospect Street unopened to the south line of Mansion Street relocated, thence northwesterly along the south line of Mansion Street relocated to the point of beginning. Commencing at a point 1336.8 ft east of the N & S ¼ line of Section 11, T3S, R1W, and 33 ft north of the E & W ¼ line of Section 11, thence N 17° 59' W 410 ft along the east line of Fargo Road to the point of beginning of this description, thence northwesterly along the east line of Fargo Road to the south line of Prospect Street unopened as described in L382 P381 of deeds, thence northeasterly along the south line of Prospect Street unopened to the westerly line of Cincinnati Northern Railroad (CNRR) right of way, thence southeasterly along the westerly line of CNRR 414.94 ft, thence westerly 419.56 ft to the point of beginning except that portion for state highway purposes.

Sec. 2-408. Board of Directors.

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 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 1 of the members shall be a resident of the Development Area, or of an area within 1 /2 mile of any part of the Development Area. Members shall be appointed to serve for a term of four years, except that of the members first appointed, an equal number, as near as is practicable, shall be appointed for terms of 1 year, 2 years, 3 years, and 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. Members of the Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The Chairperson of the Board shall be elected by the Board. The Board shall adopt bylaws governing its procedures subject to the approval of the City Council.

Sec. 2-409. Powers of Authority.

Except as specifically otherwise provided in this ordinance, the Authority shall have all powers provided by law subject to the limitations imposed by law and herein.

Sec. 2-410. Fiscal Year: Adoption of Budget.

The fiscal year of the Authority shall begin on July 1st of each year and end on June 30th, or such other fiscal year as may hereafter be adopted by the City Council. The Board shall prepare annually a budget and shall submit it to the City Council for approval in the manner and at the time, and which budget shall contain the information, required of municipal departments. The Board shall not finally adopt a budget for any fiscal year until the budget has been approved by the City Council. The Authority shall submit financial reports to the City Council at the same time and on the same basis as departments of the City are required to submit reports. The Authority shall be audited annually by the same independent auditors auditing the City and copies of the audit report shall be filed with the City Council.

Sec. 2-411. Section Headings: Severability.

Section headings are provided for convenience only and are not intended to be part of this ordinance. If any portion of this ordinance shall be held to be unlawful, the remaining portions shall remain in full force and effect.

Sec. 2-412. Publication, Recording and Filing.

This ordinance shall be published once after its adoption in full in a newspaper of general circulation in the City of Jackson, and the City Clerk shall file a certified copy of the Ordinance with the Michigan Secretary of State promptly after its adoption.

Secs. 2-413 – 2-420. Reserved.

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

MEMO TO: Honorable Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: October 13, 2020
SUBJECT: Special Event Application fees

Recommendation:

Approve a request from the Jackson Downtown Development Authority to change the fee structure for City of Jackson Special Event Applications

Attached is a memo from Cory Mays regarding the new fee structure for City of Jackson Special Event Applications

I recommend approval of the Downtown Development Authority's recommended Special Event Application fees. Your consideration and concurrence is appreciated.

JG



MEMO TO: Honorable Mayor and City Councilmembers

FROM: Cory Mays, Executive Director, Downtown Development Authority

DATE: October 13, 2020

RECOMMENDATION: Approve the Downtown Development Authority’s recommended Special Event Application fees

SUMMARY

The Downtown Development Authority (DDA) handles all special event applications for the City of Jackson. A new application form was recently developed, along with a new fee structure. The revised application was approved by City Manager Jonathan Greene, and the corresponding fees must be approved by City Council.

DISCUSSION OF THE ISSUE

The DDA began working on a revised Special Event Application and corresponding fees in the fall of 2019. In collaboration with various City of Jackson departments, this form is more user-friendly for applicants, and provides more specific needs for city departments. The goal was to make the special event application process easier for our citizens, while also outlining specific event needs in a more organized format. This revised application was approved by City Manager Jonathan Greene. The DDA is proposing a standard application fee of \$50, and an additional \$25 late fee for any applications submitted fewer than sixty (60) days in advance. The old special event application required a \$25 fee, with no late fee component. The departmental and city council approval process, combined with guidance on event logistics, location needs, and possible city services, requires considerable DDA staff hours. The new standard application fee (\$50) is more closely aligned with the time actually spent processing applications and ushering them through the application process. The new late fee (\$25) is needed both as a deterrent to last-minute applications, and in recognition of the additional time required to expedite a late application.

POSITION

I recommend approval of the Downtown Development Authority’s recommended Special Event Application fees.

ATTACHMENTS: Revised City of Jackson Special Event Application



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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|--|---|
| <input type="checkbox"/> \$50 Application Fee
<input type="checkbox"/> \$25 Late/Rush Fee
<input type="checkbox"/> Insurance documentation for sponsoring organization
<input type="checkbox"/> Event Map <i>—Please indicate the location of all items</i> | <input type="checkbox"/> Liquor License & Liquor Liability Insurance (if applicable)
<input type="checkbox"/> Carnival Ride Permit (if applicable)
<input type="checkbox"/> 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 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name:			
Address:		Phone: ()	
Tax ID#:	Website:		
Contact Name:	Phone:	Email:	
Contact Name:	Phone:	Email:	
Contact Name During Event:		Phone: ()	

Event Information

Event Name:				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:

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

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

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: _____

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

Horace Blackman Park

Bucky Harris Park

Ella Sharp Park (requires Ella Sharp Board approval)

Other Location: _____

Streets: _____

Other Park: _____

GrandRiver Farmers Market

Pavilion

CP Federal City Square

(Stage)

MLK Equality Trail

Brief description of Event

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

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

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

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

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

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

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, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items
<i>Additional fees may apply if policies are not followed</i> No ground stakes No confetti or glitter No use of outlets without prior approval

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: October 13, 2020
SUBJECT: Award a Demolition Contract in the Total Amount of \$54,950 to Demolish One (1) Commercial Structure

Recommendation:

Award a demolition contract in the total amount of \$54,950 to demolish 402-404 W. Franklin (former Frank's Finer Foods) to Bolle Contracting.

Attached is a memo from Jennifer Morris, Director of the Department of Neighborhood & Economic Operations regarding the award of the demolition contract.

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

PHB

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jennifer L. Morris, Director
Department of Neighborhood & Economic Operations

DATE: October 13, 2020

RECOMMENDATION: Award a Demolition Contract in the Total Amount of \$54,950 to Demolish One (1) Commercial Structure

SUMMARY

Award a demolition contract in the total amount of \$54,950 to demolish one (1) commercial structure to Bolle Contracting.

BUDGETARY CONSIDERATIONS

Funding for these demolitions is budgeted through the City's Demolition Fund. The property, 402-404 W. Franklin, was previously occupied by Frank's Finer Foods. The owner's insurance carrier has agreed to cover \$10,000 of the total demolition cost.

HISTORY, BACKGROUND and DISCUSSION

The subject property has been a nuisance for both the neighborhood and community for many years. In fact, 402-404 W. Franklin has probably received the most complaints from City Council and members of the community.

On May 28, 2019 the property was condemned by the Chief Building Official due to an extensive fire. Due to the lack of effort on the part of the owners to repair the damage, removal of the dangerous eye sore is imperative.

DISCUSSION OF THE ISSUE

Ten (10) contractors submitted sealed bids with package totals as follows:

Contractor	Total Bid Amount Submitted
Bolle Contracting, Clare, MI	\$54,950
SC Environmental Services LLC, Lansing, MI	\$58,776

Salenbien Trucking & Excavating, Inc., Dundee, MI	\$64,000
Smalley Construction, Inc., Jackson, MI	\$69,300
VIN-CON, Inc., Plymouth, MI	\$73,462
Handy Excavating, Quincy, MI	\$79,250
Melching, Inc., Muskegon, MI	\$88,500
DE Excavating, Jackson, MI	\$109,870
McMillian Group, Inc., Detroit, MI	\$118,773
Lester Brothers Excavating, Jackson, MI	\$122,030

POSITIONS

Requested action is for City Council to award a demolition contract in the total amount of \$54,950 to Bolle Contracting to demolish 402-404 W. Franklin.

ATTACHMENTS

- Bid Tabulation

	Bolle Contracting 408 E. 4th Street Clare, MI 48617	SC Environmental Services, LLC 701 E. South St. Lansing, MI 48910	Salenbien Trucking & Excavating, Inc. 9217 Ann Arbor Rd. Dundee, MI 48131	Smalley Construction, Inc. 1224 Locust St. Jackson, MI 49203	VIN-CON, Inc. 41130 E. Ann Arbor Tr. Plymouth, MI 48870	Handy Excavating 898 E. Chicago Rd. Quincy, MI 49082	Melching, Inc. 3662 Airline Rd. Muskegon, MI 49444	DE Excavating 1302 Seymour Rd. Jackson, MI 49202	McMillian Group, Inc. 6001 Cass Ave., Suite 03-167 Detroit, MI 48202	Lester Brothers Excavating 5405 E. Michigan Ave. Jackson, MI 49201
DIRT	4,000.00	29,800.00	12,155.00	10,000.00	6,100.00	15,000.00	8,000.00	3,112.00	25,000.00	5,250.00
GRADE	7,000.00	6,000.00	1,000.00	7,000.00	2,200.00	2,000.00	3,000.00	2,000.00	6,139.00	5,250.00
SEED	250.00	3,000.00	1,150.00	2,500.00	3,200.00	2,000.00	1,500.00	1,522.00	2,500.00	5,250.00
SIDEWALK	2,500.00	750.00	11,600.00	3,500.00	8,437.00	10,650.00	3,000.00	7,044.00	9,250.00	9,300.00
DEMOLITION COST	34,200.00	7,000.00	31,526.00	39,700.00	38,175.00	30,000.00	45,500.00	68,232.00	51,384.00	78,500.00
ASBESTOS ABATEMENT COST	7,000.00	12,226.00	6,569.00	6,600.00	15,350.00	19,600.00	27,500.00	27,960.00	24,500.00	18,480.00
TOTAL DEMOLITION COST	54,950.00	58,776.00	64,000.00	69,300.00	73,462.00	79,250.00	88,500.00	109,870.00	118,773.00	122,030.00

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 13, 2020

SUBJECT: Ordinance amending the off-street parking, loading and access design standards as outlined in Article IV, Sec. 28-100, planned building group shopping center regulations as outlined in Article V, Section 28-160, and signs regulations as outlined in Article IX, Section 28-253 and 28-257 in Chapter 28 of the Code of Ordinances

Recommendation:

Introduce the Ordinance in first reading, and forward to second reading the amendments to the off-street parking, loading and access design standards (Article IV, Sec. 28-100), planned building group shopping center regulations (Article V, Section 28-160) and signs regulations (Article IX, Section 28-253 and 28-257) in Chapter 28 of the Code of Ordinances

Attached is the memo and draft Ordinance from Jennifer Morris, Director of Neighborhood and Economic Operations. The Planning Commission unanimously recommended approval of the amendments following the public hearing on August 12, 2020.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jennifer Morris, Director of Neighborhood and Economic Operations

DATE: October 13, 2020

RECOMMENDATION: Introduce the Ordinance in first reading, and forward to second reading the amendments to the off-street parking, loading and access design standards (Article IV, Sec. 28-100), planned building group shopping center regulations (Article V, Section 28-160) and signs regulations (Article IX, Section 28-253 and 28-257) in Chapter 28 of the Code of Ordinances

SUMMARY

Now that construction has commenced, we have once again identified a few areas in Chapter 28 of the Code of Ordinances that warrant amending. The amendments are summarized as follows:

Sec. 28-100 – Off-street parking, loading, and access design standards:

- Previously the only one- and two-family driveway paving options were concrete or asphalt, while the current proposal adds pavers and also permits a two-track instead of only full width.
- Type M openings had previously been the only option for an approach, but due to some short drive approaches, the current proposal offers other options (as determined by the City Engineer) when it cannot be accommodated.

Sec. 28-160 – Planned building group shopping centers:

- Four (4) acre minimum size prevents the option of splitting any of the parcels in Jackson Crossing. The minimum acreage is proposed to be one (1) acre to accommodate new out-lots.
- While two (2) stories is probably the most we will ever see within the district, we thought offering four (4) stories would be a good option going forward.
- Prior screening requirements were confusing and did not incentivize buildings at the street. The proposal is to require no less than 50% of the buildings are located within 15 feet of the road right of way and perimeter parking is screened with a three (3) foot wall or dense evergreen plantings.
- Parking requirements have been amended to reference the adopted parking standards. The previously standards were excessive.

- Deceleration and acceleration lanes are no longer mandatory, only where applicable.
- Lighting requirements have been amended to reference the adopted light standards.
- Signage requirements have been amended to reference the adopted signage standards.

Article IX. Sign Regulations:

- Murals with signage may now be located on up to 2 walls and cover up to 100% of those walls with only up to 50% of said wall being used for signage. Approval by the Jackson Public Arts Commission is also required before the Planning Commission considers the conditional use application.
- Murals without signage may also be located on up to 2 walls and cover up to 100% of those walls. While Planning Commission approval is not required, the Jackson Public Arts Commission is still required to review the applications for color and design.
- These amendments provide the clarity previously lacking.

The ordinance amendments were unanimously recommended for approval at the August 12, 2020 Planning Commission meeting.

POSITION

Based upon the above noted rationale for the proposed text amendments (Chapter 28: Article IV, Sec. 28-100; Article V, Section 28-160; and Article IX, Section 28-253 and 28-257), the Planning Commission scheduled and held a public hearing on August 12, 2020. The Planning Commission unanimously recommended approval to the City Council and requests that the Council consider the amendments for first reading and subsequent final reading/adoption.

ATTACHMENT

ORDINANCE 2020.____

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, Michigan to make minor revisions to Article IV, Section 28-100 (Off-Street Parking, Loading, and Access Design Standards), Article V, Section 28-160 (Planned Building Group Shopping Centers), and Article IX, Section 28-253 (Signs Subject to Permit or Other Approval) and Section 28-257 (Signs That Do Not Require a Permit).

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

To make minor revisions are summarized as follows:

1. Section 28-100 (Off-Street Parking, Loading, and Access Design Standards) to add alternate driveway material options and driveway approach requirements.
2. Section 28-160 (Planned Building Group Shopping Centers) to alter the tract area and coverage, building height, screening, customer parking spaces, and signage requirements to be commensurate with other commercial districts.
3. Section 28-253 (Signs Subject to Permit or Other Approval) to alter and clarify the mural requirements.
4. Section 28-257 (Signs That Do Not Require a Permit) to add non-signage murals.

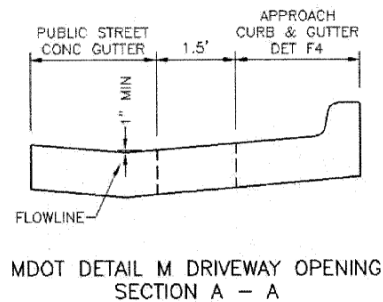
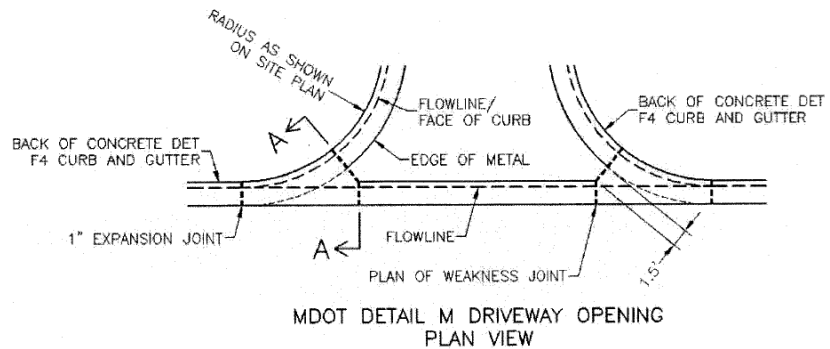
Section 2. That Article III of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

ARTICLE IV. SITE AND BUILDING DESIGNS TANDARDS

Sec. 28-100. Off-street parking, loading, and access design standards.

- (3) *Surface treatment.* Surfaces of parking areas or drives must be constructed over an approved and inspected base and maintained in the following manner with concrete or asphalt surfaces and curb and gutters in accordance with city standards. The entire parking lot includes maneuvering lanes, while alternate standards apply for one- and two-family and driveways excluding the approach as outlined in subsection (7).
 - a. *One-and two-family residential.* The depth of pavement and base must meet one of the following standards, or as otherwise approved by the city engineer (or designee):
 1. Three and a half (3½) inches of asphalt placed in two (2) lifts; or

2. Four (4) inches of concrete (does not need to extend the full width of the driveway, can be installed as two (2) tire-width strips of pavement; or
 3. Pavers (full width or two (2) tire-width strips) with no less than the manufacturers specified base.
- (7) *Ingress and egress.* Ingress and egress to parking lots must be provided for all vehicles by means of clearly limited and defined drives. One-way driveways must be twelve (12) feet wide and two-way driveways must be twenty-four (24) feet wide to the front building line of a principal structure.
- a. The zoning administrator (or designee) retains the authority to approve or deny the existing ingress and egress based on criteria such as, but not limited to, the following:
 1. Condition of the surface treatment material in place;
 2. If the width meets the minimum allowable dimension per this chapter;
 3. If the design meets general engineering standards and is approved by the city engineer (or designee). As determined by the city engineer (or designee) the Type M standard shown below may not be applicable for all situations.



ARTICLE V. – DEVELOPMENT APPROVAL PROCEDURES**Sec. 28-160. - Planned building group shopping centers.**

In any commercial district the owner of a tract may submit to the city planning commission for its review a preliminary plan for the use and development of such tract for a planned building group shopping center.

(b) *Regulations.* The following regulations shall apply to a planned building group shopping center:

- (3) *Tract area and coverage.* The new land area to be included and designated as a planned building group shopping center shall be not less than one (1) ~~four (4)~~ acres in size and the ground area to be occupied by buildings shall not exceed twenty-five (25) percent of the net land area.
- (4) *Building heights.* No building shall exceed four (4) ~~two (2)~~ stories or forty-five (45) ~~twenty five (25)~~ feet in height.
- (5) *Screening.* No building shall be setback less than twenty-five (25) feet from any R zoned parcel boundary of the tract on which the shopping center is located and no less than 50% of the building area shall be located within fifteen (15) feet of the road right-of-way. The center, ~~including parking areas,~~ shall be permanently screened from all adjoining properties located in any R district, ~~and except for necessary entrances and exits, from all properties located across the street in any R district~~ by a solid wall or compact evergreen hedge at least six (6) feet in height. All perimeter parking areas shall also be screened with no less than a three (3) foot wall or dense evergreen plantings. Such wall or hedge shall be maintained in good condition.
- (6) *Customer parking space.* The minimum and maximum parking requirements outline in Section 28-100 shall apply to all uses within the shopping center. Notwithstanding any other requirements of this chapter, there shall be provided off street parking space equal to three (3) times the ground floor area of the buildings. Customer parking areas, driving lanes, pedestrian walks and loading space shall be properly graded for drainage, surfaced with cement or asphalt pavement and maintained in good condition, free of dust, trash and debris. The outer boundary of customer parking areas shall contain curbing in accordance with Section 28-100. ~~be provided with wheel or bumper guard rails so located that no part of parked vehicles will extend beyond the parking area.~~
- (7) *Entrances and exits.* Each entrance to and exit from the shopping center shall not be less than fifty (50) feet from any adjoining property located in any R district. Where applicable, Plans for deceleration and acceleration traffic lanes in relation to entrances and exits shall be required to ensure a minimum of traffic congestion.

- (8) *Illumination.* Illumination facilities for the shopping center, including parking areas and open spaces, shall be so arranged as to reflect the light away from adjoining premises in any R district. Lighting shall also comply with the standards outlined in Section 28-109.
- (9) *Signs.* The signs permitted in a planned building group shopping center shall be as provided in Article IX of Chapter 28chapter 21.5.

ARTICLE IX. SIGN REGULATIONS

Sec. 28-253. - Signs subject to permit or other approval.

The signs outlined in the following table are subject to a permit or other approval as indicated. Unless stated otherwise within the article, all other sign types are exempt from the permit requirements. The design requirements and other provisions for such sign are also prescribed. Permit application requirements are found in section 28-254. These signs include the following and are defined in section 28-5.

Table of Sign Standards for Signs Subject to a Permit Unless Otherwise Specified (in this Table)			
	Sign Types, Districts Permitted, Required Approvals	Size Restrictions	Additional Restrictions
(g)	<p><i>Murals <u>With Signage.</u></i> Permitted only in R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts and public parks, subject to site plan approval (see <u>section 28-135</u>). A mural can be a portion of a construction site sign as defined by this chapter. Murals must be constructed of appropriate materials and reasonably maintained.</p>	<p><i>Number.</i> <u>No more than two (2) walls per building address may contain a mural</u> One (1) per structure. <i>Total Sign Area.</i> <u>While up to 100% of the wall area may contain a mural</u> No no more than fifty (50) percent of any one wall area <u>may contain business signage.</u></p>	<p>Colors and design shall complement the structure and neighborhood. <u>This determination shall be made by the Jackson Public Arts Commission.</u></p>

Sec. 28-257. - Signs that do not require a permit.

The following signs do not require a permit but remain subject to the conditions and limitations set forth herein:

<u>Table of Sign Standards for Signs That Do Not Require a Permit</u> (in this Table)			
	<u>Sign Types, Districts Permitted, Required Approvals</u>	<u>Size Restrictions</u>	<u>Additional Restrictions</u>
(e)	<u>Murals Without Signage. Permitted only in R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts and public parks. A mural can be a portion of a construction site sign as defined by this chapter. Murals must be constructed of appropriate materials and reasonably maintained.</u>	<u>Number. No more than two (2) walls per building address may contain a mural.</u> <u>Total Sign Area. Up to 100% of the wall area may contain a non-signage mural</u>	<u>Colors and design shall complement the structure and neighborhood. This determination shall be made by the Jackson Public Arts Commission.</u>

(renumber the remainder of the chart)

Section 3. Effective Date

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