



## AGENDA - CITY COUNCIL MEETING

November 23 , 2021

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by Third Ward Councilmember Jeromy Alexander**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
6. **PUBLIC HEARINGS.**
7. **CITIZEN COMMENTS. (3-Minute Limit)**
8. **PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).**
9. **CONSENT CALENDAR**
  - A. **Minutes of the Regular Meeting of November 9, 2021**  
*Approve the minutes of the regular City Council Meeting of November 9, 2021.*
  - B. **Accept with regret, the resignation of Julie Koleszar from the Public Arts Commission, effectively immediately.**
  - C. **Reappointment to the Board of Review**  
*Approve the Mayor's recommendation to reappoint David Taylor to the Board of Review to serve a 3-year term, beginning February 1, 2022 and ending on January 31, 2025*

**D. Special Event Application for the Christmas in the City Shopping Event**

*Approve a request from the Jackson Downtown Development Authority to host the Christmas in the City shopping event on Saturday, December 4, 2021 in downtown Jackson.*

**E. Special Event Application for the 2022 Gus Macker 3-on-3 Basketball Tournament**

*Approve a request from Experience Jackson to conduct the 2021 Gus Macker 3-on-3 Basketball Tournament on Friday, July 22 – Sunday, July 24, 2022 on the streets of downtown Jackson.*

**F. Special Event Application for the Fall Fest & Chili Classic**

*Approve a request from the Downtown Development Authority and McKibbin Media to host the Fall Fest & Chili Classic on October 1, 2022 in downtown Jackson.*

**G. Resolution for Allen Lofts, LLC OPRA Application**

*Approve a resolution establishing a time period authorized by the City for completion of construction as it pertains to the OPRA application approved by Council on October 26, 2021.*

**H. Resolution for Demmar, LLC OPRA Application**

*Approve a resolution establishing a time period authorized by the City for completion of construction as it pertains to the OPRA application approved by Council on October 26, 2021.*

**I. Approve the Point System Used to Evaluate Class C Marihuana License Applications**

*Approve the point system rubric used by the marihuana licensing review committee to review applications deemed complete by the City Clerk, for marihuana facilities and/or adult use establishments. Pursuant to Section 16-515(b) of the City of Jackson Code of Ordinances (License Application Committee).*

**10. OTHER BUSINESS.**

**A. Second Reading and Final Adoption of Ordinance 2021.14**

*Adopt Ordinance No. 2021-14 creating an Affordable Housing Development Authority and a Housing Trust Fund for the City of Jackson*

**11. NEW BUSINESS.**

**A. Resolution Amending the Rates for Housing Code Inspections and Registration**

*Approve the attached resolution amending the rates for housing code inspections*

*and registration rates of non-owner occupied residential properties.*

**B. Changes to the Standard Lighting Contract for Streetlights with Consumers Energy for the Addition of New Streetlights on Carroll Avenue**

*Approve the resolution for changes to the standard lighting contract for streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.*

**C. Approve the Sale of City Owned Property Located at 1220 Williams Street for \$15,000.00**

*Approve the sale of City owned property located at 1220 Williams Street, to Enirique Galves and Alioski Munoz for \$15,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

**D. Quit Claim Deed to Transfer of Portions of Road Rights of Way Sparks Foundation Park to County of Jackson**

*Approve the Quit Claim Deed to Transfer of Portions of Road Rights of Way around the Sparks Foundation Park to County of Jackson and authorization for the Mayor and City Clerk to execute the appropriate document.*

**E. Approve Personnel Policy Amendments**

*Approve to amend Personnel Policy Section XVI-1 (A.) – Holidays by adopting the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time City employees not covered by a labor agreement.*

**12. CITY COUNCILMEMBER’S COMMENTS.**

**13. MANAGER’S COMMENTS.**

**14. ADJOURNMENT.**



## CITY COUNCIL MEETING MINUTES

November 9, 2021

### **CALL TO ORDER:**

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:32 p.m. by Mayor Derek J. Dobies.

### **PLEDGE OF ALLEGIANCE AND INVOCATION:**

Council joined in the Pledge of Allegiance. Invocation was given by Second Ward Councilmember Freddie Dancy in which he offered a moment of silence to acknowledge Veteran's Day and the sacrifice of those who have served.

### **ROLL CALL:**

Present: Mayor Derek J. Dobies, Vice Mayor/1<sup>st</sup> Ward Councilmember Arlene Robinson, 2<sup>nd</sup> Ward Councilmember Freddie Dancy, 3<sup>rd</sup> Ward Councilmember Jeromy Alexander, 4<sup>th</sup> Ward Councilmember Laura Dwyer Schlecte, 5<sup>th</sup> Ward Councilmember Karen Bunnell, and 6<sup>th</sup> Ward Councilmember Will Forgrave.

Absent: none.

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

**ADOPTION OF AGENDA:**

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to adopt the agenda.

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to add Item 11J- Citizen Comments Read by the City Clerk. Vote was taken on the motion to amend. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

**PRESENTATIONS/PROCLAMATIONS:** None.

**PUBLIC HEARINGS:**

**A. Public Hearing and Resolution Determining the Necessity for Street Reconstruction and Water and Sewer Main Replacement**

**1. Biddle Street from Greenwood Avenue to Williams Street**

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

**2. Burr Street from State Street to Waterloo Street**

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

**3. Burr Street from Cooper Street to State Street**

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

**4. Perrine Street from Michigan Avenue to Pearl Street**

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

**5. Williams Street from Biddle Street to Wilkins Street**

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

## **6. Perrine Street from Pearl Street to Burr Street**

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

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve the resolutions ordering construction and preparation of the special assessment roll for Biddle Street from Greenwood Avenue to Williams Street, Burr Street from State Street to Waterloo, Burr Street from Cooper Street to State Street, Perrine Street from Michigan Avenue to Pearl Street, Williams Street from Biddle Street to Wilkins Street, and Perrine Street from Pearl Street to Burr Street. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

## **B. Public Hearing and Resolution Determining the Necessity for Street Reconstruction and Water Main Replacement**

### **1. Arnold Street from Cooper Street to the East End**

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

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

### **2. Dwight Street from Chapin Street to Tyson Street**

Kenneth Skolnik of 2102 Chapin (and lot on Dwight) sent in correspondence.

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

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

**3. Deyo Street from Elm Avenue to Gorham Street**

Donna Thompson of 1703 Deyo spoke during the Public Hearing.

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

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

**4. East Avenue from Teneyck Street to Michigan Avenue**

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

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

**5. East Avenue from Plymouth Street to Teneyck Street**

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

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

**6. Garfield Street from Fourth Street to First Street**

Joseph Feinberg of 603 Garfield, Michael Dever of 506 Garfield, James Tylutki of 605 Garfield, and Kathleen Dever of 506 Garfield all spoke during the public hearing. Jason Eigner of 607 ½ Garfield and John Nazars of 510 Garfield sent in correspondence.

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

Motion was made by Councilmember Schlecte to approve the resolution ordering the construction and preparation of the special assessment roll. Motion died from lack of support.

**7. McBride Street from Fourth Street to First Street**

Kenyon Kopp of 612 McBride and Marcy Miller of 512 McBride spoke during the public hearing. Colleen Sullivan of 502 McBride sent in correspondence for the hearing.

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

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

**8. Grinnell Street from Norfolk Street to Wildwood Avenue**

Joe Larson of 214 N Grinnell spoke during the public hearing.

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

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

**CITIZEN COMMENTS:**

Citizen comments were heard and read into the record by City Clerk Andrea Muray and the meeting continued.

**PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:**

**A. Environmental Commission Meeting Minutes of 9/15/21**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to accept and place on file the Environmental Commission Meeting Minutes of 9/15/21. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**CONSENT CALENDAR:**

**A. Minutes of the Regular Meeting of October 26, 2021**

*Approve the minutes of the regular City Council Meeting of October 26, 2021.*

**B. Special Event Application: Our Lady of Guadalupe Procession**

*Approve a request from the Sacred Heart Chapel to host the Our Lady of Guadalupe Procession on December 12, 2021 on the streets and sidewalks of Jackson.*

**C. Special Event Application: Jackson Turkey Trot**

*Approve a request from Tina & Jeff Beagle to host the Jackson Turkey Trot on November 25, 2021 in Ella Sharp Park.*

**D. Approve the Mayor's Recommendation to Reappoint Caroline Parker to the Jackson Housing Commission for a Five-Year Term**

*Approve the Mayor's recommendation to reappoint Caroline Parker to the Jackson Housing Commission for a five-year term, expiring 10/31/26.*

**E. Appointment to the Ella W. Sharp Park Board of Trustees**

*Approve the Mayor's recommendation to appoint Scott Damich to the Ella W. Sharp Park Board of Trustees, filling a current vacancy, beginning immediately and ending on November 9, 2024.*

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

## OTHER BUSINESS:

### **A. Affordable Housing in the City of Jackson**

**Recommendation:** *Move to approve and advance to a second reading and final adoption, an ordinance creating an Affordable Housing Development Authority and a Housing Trust Fund for the City of Jackson to address housing instability and affordability; to make recommendations to the City Manager and City Council on programs, policies, and projects to create safe, dignified, and affordable housing options in the City of Jackson; and, contingent upon final passage of the ordinance, obligate \$3,500,000 to the Housing Trust Fund to provide for the preservation and development of affordable housing.*

Motion was made by Mayor Dobies, seconded by Vice Mayor Robinson to make changes to Sec. 14-703 (d) to include “Not less than one of the appointed ex-officios shall be an individual who has experiential understanding of housing instability”, in Sec. 14-704 (b)(2) and (g)(2) to read “120 percent of the Area Median Income for owner occupied units and 60 percent of Area Median Income for non-owner occupied units” and (c) “the City’s annual budget may contain..”, and in Sec. 14-705 (c)(i) “unless the developer is a nonprofit corporation” and (c)(ii) “unless the developer is a nonprofit corporation “ and approve and advance to a second reading and final adoption an ordinance creating an Affordable Housing Development Authority and a Housing Trust Fund for the City .

Motion was made by Councilmember Bunnell to have the Commission set out the allocation for the funds. Councilmember Bunnell withdrew her motion.

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

## NEW BUSINESS:

### **A. City of Jackson new City Seal Recommendation**

**Recommendation:** *Accept the Jackson Public Arts Commission City of Jackson new City Seal recommendation.*

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Robinson to accept the Jackson Public Arts Commission City of Jackson new City Seal recommendation. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

**B. Accounts Receivable Write-Off Request**

**Recommendation:** *Approve the accounts receivable write-off request.*

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

**C. Traffic Control Orders 2368-2369 – Summit and Teneyck Street**

**Recommendation:** *Approval of Traffic Control Order 2368-2369 to install ‘No Parking Any Time’ signs with proper arrows 20 feet from the crosswalks at intersection of Summit Avenue and Teneyck Street*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve Traffic Control Order 2368-2369 to install “No Parking Any Time” signs with proper arrows 20 feet from the crosswalks at the intersection of Summit Avenue and Teneyck Street. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**D. Recommendation for the Obligation of American Rescue Plan Act Funding to the City’s Lead Service Line Replacement Program in the Amount of \$2,347,935.**

**Recommendation:** *Approve the obligation of \$2,347,935 in American Rescue Plan Act funding to the City’s Lead Service Line Replacement Program, to replace water service lines per the Safe Drinking Water Act’s 2018 revisions to the Lead and Copper Rule.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Alexander to approve the allocation of \$2,347,935 in American Rescue Plan Act funding to the City’s Lead Service Line Replacement Program to replace water service lines per the Safe Drinking Water Act’s 2018 revisions to the Lead and Copper Rule. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**E. Resolution to Amend the CDBG Budgets for Fiscal Years 2020/2021 and 2021/2022 for City-Wide Emergency Hazard/Major Components and General/Rehabilitation Activities**

**Recommendation:** *Approve the resolution to amend the CDBG budgets for fiscal years 2020/2021 and 2021/2022 to budget excess program income received in fiscal year 2020/2021 to the fiscal year 2020/2021 City-Wide Emergency Hazard/Major Components Rehabilitation Activities and to the fiscal year 2021/2022 General and Rehabilitation Administration.*

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

**F. Fire Truck Purchase**

**Recommendation:** *Approve the purchase of a 2021 Pierce Fire Engine at a cost not to exceed \$700,000 with funds obligated from the City's American Rescue Plan Acts Funds.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve the purchase of a 2021 Pierce Fire Engine at a cost not to exceed \$700,000 with funds obligated from the City's American Rescue Plan Act Funds. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

**G. City Hall Security Upgrades**

**Recommendation:** *Approve a contract with The Lockout, LLC for building safety upgrades at City Hall.*

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve a contract with The Lockout, LLC for building safety upgrades at City Hall at a cost of \$225,688.18. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Schlecte, Bunnell (5). Nays: Councilmembers Dancy and Forgrave (2). Motion carried.

**H. Engineer's Report for Street Resurfacing – Greenwood Avenue –Fourth Street to Morrell Street**

**Recommendation:** *Receive the Engineer's Report for street resurfacing on Greenwood Avenue from Fourth Street to Morrell Street and establish December 7, 2021 at the City Council Meeting as the time and place to hold a public hearing of necessity.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to receive the Engineer's Report for street resurfacing on Greenwood Avenue from Fourth Street to Morrell Street and establish December 7, 2021 at the City Council Meeting as the time and place to hold a public hearing of necessity. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**I. Sale of City Owned Property – 902 First Street**

**Recommendation:** *Approve the sale of City-owned property located at 902 First Street, to Veteran Empowerment Neighborhoods, a 501C3 organization for \$24,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications as necessary.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve the sale of City-owned property located at 902 First Street, to Veteran Empowerment Neighborhoods, a 501C3 organization for \$24,000 and authorize the City Manager to sign all sale documents associated with the property transfer and to make minor modifications as necessary. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**J. Citizen Comments submitted to the City Clerk**

Motion was made by Councilmember Bunnell, seconded by Councilmember Dancy to move back to in person public comments. Vote – Yeas: Mayor Dobies, Councilmembers Dancy, Bunnell, and Forgrave (4). Nays: Vice Mayor Robinson, Councilmembers Alexander, and Schlecte (3). Motion carried.

**CITY COUNCILMEMBER'S COMMENTS:**

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

**MANAGER'S COMMENTS:**

City Manager Jonathan Greene declined to offer comments.

**ADJOURNMENT:**

No further business being offered, a motion to adjourn was made by Councilmember Alexander, seconded by Councilmember Bunnell. Vote was done by voice with all in favor. Mayor Dobies adjourned the meeting at 8:35 p.m.

From the Desk of:  
**JULIE K. KOLESZAR**

November 9, 2021

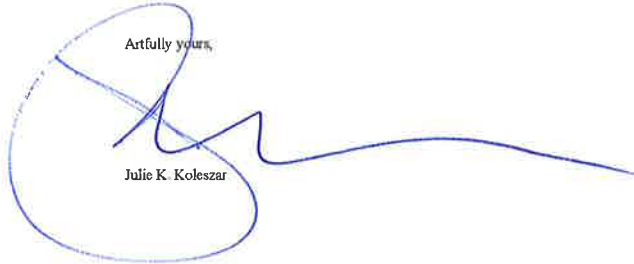
Andrea Muray  
Jackson City Clerk  
161 W. Michigan Ave.  
Jackson, MI 49201

Dear Andrea,

As I have relocated out of the city of Jackson, I hereby resign my position on the Public Arts Commission effective immediately.

I am immensely proud of the work I have done with JPAC and I am very grateful for the opportunity provided me. It was an honor to work with some of the finest people in the Jackson area.

Artfully yours,

A handwritten signature in blue ink, consisting of a large, stylized initial 'J' followed by a long, horizontal flourish.

Julie K. Koleszar

**MEMO TO:** City Councilmembers  
**FROM:** Derek Dobies, Mayor  
**DATE:** November 23, 2021  
**SUBJECT:** Reappointment to Board of Review



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**RECOMMENDATION:**

Approve the Mayor's recommendation to reappoint David Taylor to the Board of Review to serve a 3 year term, beginning February 1, 2022 and ending January 31, 2025

In accordance with City Charter, Sec. 14.5 (MCLA 211.107), three members, all City residents, appointed by the Mayor subject to Council confirmation. One board member shall be appointed each January for a three-year term.

It is my desire, therefore, to reappoint David Taylor to the Board of Review to serve a three-year term, beginning February 1, 2022 and ending January 31, 2025.

Your consideration and concurrence is appreciated.

DD

**CITY OF JACKSON BOARD/COMMISSION APPLICATION**

NAME: David W Taylor LAST FOUR DIGITS SSN# 9808

ADDRESS: 119 S Grinnell St ZIP: 49203

HOME PHONE: 517-788-8670 OTHER PHONE: \_\_\_\_\_

E-MAIL ADDRESS: dtoo427@gmail.com

OCCUPATION: Retired

**COMMUNITY INVOLVEMENT**

Are you registered voter? Yes Ward? 4 City Resident Since? 1986

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

1. Board of Review (Assessor's office)
2. \_\_\_\_\_
3. \_\_\_\_\_

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

My 3 year term expires January 31, 2021 and I desire to serve another 3 year term.


32 + Years of property valuation

Feel free to attach any information. (Resume, press clippings)

**APPLICATION WILL BE ON FILE FOR ONE YEAR.**

Please return completed form to Amber Clark by emailing [aclark@cityofjackson.org](mailto:aclark@cityofjackson.org)

or submit to the drop box on the front of Jackson City Hall.

  
Signature of Applicant

10/21/21  
Date

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

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** November 23, 2021  
**SUBJECT:** Special Event Application for the Christmas in the City shopping event

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**Recommendation:**

Approve a request from the Jackson Downtown Development Authority to host the Christmas in the City shopping event on Saturday, December 4, 2021 in downtown Jackson.

Attached is a memo from Cory L. Mays regarding the Special Event Application for the Christmas in the City shopping event.

I recommend approval of the Special Event Application for the Christmas in the City shopping event. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Cory L. Mays, Executive Director, DDA

**DATE:** November 23, 2021

**RECOMMENDATION:** Approve a request from the Jackson Downtown Development Authority to host the Christmas in the City shopping event on Saturday, December 4, 2021 in downtown Jackson.

**SUMMARY:** A family-friendly shopping event featuring various outdoor activities and retail special offers

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### DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$0.00
	<i>TOTAL</i>		<i>\$0.00</i>

### CONDITIONS & CONSIDERATIONS

Electricity usage, no parking tripods

### INSURANCE STATUS

Included as part of the DDA/City of Jackson liability insurance policy

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**ATTACHMENTS:** Special Event Application: Christmas in the City



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](mailto: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"/> Liquor License & Liquor Liability Insurance (if applicable) |
| <input type="checkbox"/> \$25 Late/Rush Fee                                   | <input type="checkbox"/> Carnival Ride Permit (if applicable)                        |
| <input type="checkbox"/> Insurance documentation for sponsoring organization  | <input type="checkbox"/> Insurance documentation for all vendors (if applicable)     |
| <input type="checkbox"/> Event Map –Please indicate the location of all items |  |

**Make checks payable to “Downtown Development Authority”**

### Special Event Application Policy

*Additional charges may occur if policies are broken.*

- 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.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- 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.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

#### Applicant Information

Sponsoring Organization Legal Name: <a href="#">Jackson Downtown Development Authority</a>	
Address: <a href="#">161 W. Michigan Avenue Jackson, MI 49201</a>	Phone: ( 517 ) 768-6410
Tax ID#:	Website: <a href="http://www.jacksondda.org">www.jacksondda.org</a>
Contact Name: <a href="#">Cory Mays</a>	Phone: (517) 748-6518      Email: <a href="mailto:cmays@cityofjackson.org">cmays@cityofjackson.org</a>
Contact Name:	Phone:      Email:
Contact Name During Event: <a href="#">SAME</a>	Phone: (   )

#### Event Information

Event Name: <a href="#">Christmas in the City</a>				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
<a href="#">December 4, 2021</a>	<a href="#">9 am</a>	<a href="#">11 am</a>	<a href="#">3 pm</a>	<a href="#">5 pm</a>

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

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

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

Walk/Run  Festival  March/Parade  Other: Holiday Shopping Event

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

Horace Blackman Park  GrandRiver Farmers Market Pavilion

Bucky Harris Park  CP Federal City Square (Stage)

Ella Sharp Park (requires Ella Sharp Board approval)  MLK Equality Trail

Other Location: Street angled parking spaces along Michigan Avenue; sidewalks in front of various shops

Streets: \_\_\_\_\_

Other Park: \_\_\_\_\_

**Brief description of Event**

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

Downtown shopping event featuring sidewalk sales, photo booth, live music, warming stations, Santa Claus, and outdoor gift certificate sales.

**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: Plugs in Bucky Harris Park  
**\*\*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: None  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: 3 110 plugs in power box beside City Hall 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: 8 no-parking tripods (DDA will supply); firepit use in Bucky Harris Park

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

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 checked="" 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: Cory L. Mays

Date: 11/5/2021

Office Use ONLY	
Application Received:	
Date:	11/5/21
Time:	11 am
By:	Cory Mays
Application Fee Received:	N/A

Application Requirements
Application <b>MUST</b> be submitted 60 days <b>PRIOR</b> to event <b>***NO EXCEPTIONS***</b>
Application <b>MUST</b> be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 <sup>th</sup> Floor Jackson Michigan, MI 49201 or <a href="mailto:cmays@cityofjackson.org">cmays@cityofjackson.org</a> (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

## Covid-19 Contingency Plan

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

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

Masks will be encouraged for un-vaccinated attendees, and hand sanitizer will be available. Businesses will implement individual policies regarding mask wearing. Anyone sick will be encouraged to stay home.

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

DDA volunteers will monitor vendors and attendees and ask anyone displaying Covid-19 symptoms to return home. All volunteers will be monitored for illness and sent home if needed. The DDA will notify the county health department per current DHHS guidelines.

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

DDA staff will monitor all current DHHS regulations, and will add appropriate safety measures as needed to follow all guidelines. This includes event modification and/or cancellation if required.

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**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** November 23, 2021  
**SUBJECT:** Special Event Application for the 2022 Gus Macker 3-on-3 Basketball Tournament

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**Recommendation:**

Approve a request from Experience Jackson to conduct the 2021 Gus Macker 3-on-3 Basketball Tournament on Friday, July 22 – Sunday, July 24, 2022 on the streets of downtown Jackson.

Attached are memos from Cory L. Mays regarding the Special Event Application for the 2022 Gus Macker 3-on-3 Basketball Tournament.

I recommend approval of the Special Event Application for the 2022 Gus Macker 3-on-3 Basketball Tournament. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Cory L. Mays, Executive Director, DDA

**DATE:** November 23, 2021

**RECOMMENDATION:** Approve a request from Experience Jackson to conduct the 2022 Gus Macker 3-on-3 Basketball Tournament on Friday, July 22 – Sunday, July 24, 2022 on the streets of downtown Jackson.

**SUMMARY:** The 2022 Gus Macker 3-on-3 Basketball Tournament will feature teams from Jackson and beyond, and serves as a fundraiser for area non-profits.

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### DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$3,000.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$6,150.00
Public Works	X		\$2,000.00
		<b><i>TOTAL</i></b>	<b><i>\$11,150.00</i></b>

### CONDITIONS & CONSIDERATIONS

Various street & parking lot closures; electrical access; stage & restroom placement; police & fire support

### INSURANCE STATUS

Updated certificate of insurance will be submitted in 2022

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**ATTACHMENTS:** Special Event Application: 2022 Gus Macker 3-on-3 Basketball Tournament



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](mailto:cmays@cityofjackson.org)

## SPECIAL EVENT APPLICATION

*Application must be submitted 60 days PRIOR to event*

### Application Attachments

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> \$50 Application Fee                                 | <input type="checkbox"/> Liquor License & Liquor Liability Insurance (if applicable)        |
| <input type="checkbox"/> \$25 Late/Rush Fee  | <input type="checkbox"/> Carnival Ride Permit (if applicable)                               |
| <input type="checkbox"/> Insurance documentation for sponsoring organization             | <input checked="" type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input checked="" type="checkbox"/> Event Map –Please indicate the location of all items |   |

**Make checks payable to “Downtown Development Authority”**

### Special Event Application Policy

*Additional charges may occur if policies are broken.*

- 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.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- 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.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

### Applicant Information

Sponsoring Organization Legal Name: Experience Jackson (fiduciary) / Gus Macker	
Address: 134 West Michigan Avenue   Jackson, MI	Phone: ( 517 ) 517.782.8221
Tax ID#: 38-2562896	Website: macker.com/jackson-mi/
Contact Name: Kyle Liechty	Phone: 517.740.3762      Email: liechtyk@egr.msu.edu
Contact Name: Jessica Webb	Phone: 517.474.1292      Email: jessicaw@blueoxcu.org
Contact Name During Event: Kyle Liechty	Phone: ( 517 ) 740-3762

### Event Information

Event Name: Gus Macker #JacksonMI Charity Basketball Tournament - all dates below are 2022				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Fri., July 22 - Sun., July 24	Fri., July 22 (6:00a)	Fri., July 22 (3:00p)	Sun., July 24 (6p)	July 24 1:00-6:00p

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

Do you expect this event to occur again next year? 2022-24 What is the expected attendance for this event? 8,500

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

Walk/Run  Festival  March/Parade  Other: 3-on-3 Basketball Tournament

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

Horace Blackman Park  GrandRiver Farmers Market Pavilion

Bucky Harris Park  CP Federal City Square (Stage)

Ella Sharp Park (requires Ella Sharp Board approval)  MLK Equality Trail

Other Location: \_\_\_\_\_

Streets: Michigan Ave. (Hayes Ct. to Mechanic St.); Jackson St. (Cortland to Michigan Ave.)--SEE MAP

Other Park: \_\_\_\_\_

### Brief description of Event

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*  
Gus Macker is an organization based out of Belding, MI that supports 3-on-3 basketball competitions nationwide. In 2018, Jackson signed on as a city to host the event, which serves as a fundraiser for area non-profits (over 10 since 2018) and volunteer groups (over 6 since 2018) and brings the excitement of basketball to the streets of Downtown Jackson. The tourney hosted 175 teams in 2021 in the midst of the Covid-19 pandemic and hope to welcome over 225 in 2022. We are a youth heavy tournament to date, with 64% of our teams being 17 & under and host a balanced mix of local (Jackson County) and out-of-town guests.

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

Street Name: Michigan Cross Streets Mechanic to Jackson

Closure Start Date: July 22 Time: 5:00a Closure End Date: July 24 Time: 6:00p

Street Name: Jackson Cross Streets Michigan to Cortland

Closure Start Date: July 22 Time: 5:00a Closure End Date: July 24 Time: 6:00p

Street Name: Michigan Cross Streets Jackson to Hayes Ct.

Closure Start Date: July 22 Time: 5:00 pm Closure End Date: July 24 Time: 6:00 pm

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

## City Resources Requests

Not all resources may be available at your requested site.

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

**Electrical Power:** Indicate electrical requirements: currently compatible  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: tbd  
 Locations of where plugs are needed: Lean Rocket Lab, Bucky Harris, Blackman Park  
**\*\*All electrical lines MUST be covered to limit tripping hazards.\*\***

**Water Needs:** Indicate water requirements: If City is providing restrooms, yet; no otherwise  
 Amount of water needed: \_\_\_\_\_ Locations of where water is needed: \_\_\_\_\_

**Food/Vendors:** Indicate vendors requirements: food trucks in Blackman Park  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: 8  
 Locations of where plugs are needed: Blackman Park Number of vendors: 8

**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: City will provide EMS coverage, with 100% of cost paid by event organizers

## 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> Note: this is provided by Macker two weeks prior to the event	<ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority as additional insured</li> </ul>
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>

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.*

NOTE: Attached Maps / Layout based on 2021 event. Heroes Tournament will take place FRIDAY NIGHT, instead of Macker game play. Revised maps and program will be submitted by June 30, 2022.

# 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: Kyle L Liechty

Date: October 8, 2021

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

Application Requirements
Application <b>MUST</b> be submitted 60 days PRIOR to event <b>***NO EXCEPTIONS***</b>
Application <b>MUST</b> be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 <sup>th</sup> Floor Jackson Michigan, MI 49201 or <a href="mailto:cmays@cityofjackson.org">cmays@cityofjackson.org</a> (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

## Covid-19 Contingency Plan

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

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

Sanitation stations provided on all courts, registration area, and other points of engagement.

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Health waiver completed by ALL participants and submitted the day of the event.

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Streamlined registration to enhance distance of sign in, compared to clustered space.

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Limit teams based on status of Covid-19.

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

Players will NOT be permitted to play if experiencing Covid-19 symptoms leading into the event.

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Collaboration with partners IEP, Henry Ford Allegiance Health, and ORS re: documentation and event removal.

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

All plans will follow state / local guidelines, as well as contact sport guidelines set by the MHSAA.

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# Macker Schedule Of Events



## Friday, July 23

*Macker Tournament Play* | 5:30-7:30 PM | Court E, F, G, H

*Registration* | 3:00-8:00 PM | Horace Blackman Park

*Downtown Cruise In & Classic Car Show* | 6:00- 9:00 PM | Pearl Street

*Free Throw Contest presented by Orthopaedic Rehab Specialists - Session 1* | 5:00-8:00 PM | Practice Court B

## Saturday, July 24

*Macker Tournament Play* | 8:30-6:00 PM | All Courts

*Registration* | 7:30-noon | Horace Blackman Park

*Opening Ceremonies* | 8:00-8:30 AM | Top Men's Court

*Training Sessions with Jon Horford of Blueprint Athletes* | 10:00-3:00 PM | Practice Court A

*Hitting / Pitching with th MLW Wiffle Ball League* | 10:00-3:00 PM | Horace Blackman Park

*Volleyball Bumpin' Bins presented by Emmons Service* | 10:00-11:00 AM | Practice Court B

*Free Throw Contest presented by Orthopaedic Rehab Specialists - Session 2* | 11:00-noon | Practice Court B

*ZUMBA hosted by the YMCA* | 11:30-noon | Dream Court

*True Community Credit Union Slam Dunk Contest* | noon - 1:00 PM | Top Men's Court

*Meet and Greet with PAWS of the Detroit Tigers* | 1:00-2:00 PM | Downtown Jackson

*Lightning Contest presented by Grand River Brewery* | 2:00-2:30 PM | Dream Court

*Heroes Tournament presented by County National Bank* | 3:30-7:00 PM | Practice Court / Top Men's Court

## Sunday, July 25

*Macker Tournament Play* | 8:00-6:00 PM | All Courts

*Free Throw Contest presented by Orthopaedic Rehab Specialists - Session 3* | 11:00-noon | Practice Court B

*Trophy Presentations* | noon-6:00 PM | Practice Court B

Court A presented by R.J.'s Heavenly Delights	10U	Boys	8 teams	Sat. 9:00a - Sun, noon
Court B presented by Century 21 Affiliated	11-12	Boys	9 teams	Sat. 9:00a - Sun. noon
Court C presented by Mid MI 3-on-3 Basketball	11-12	Boys	10 teams	Sat. 9:00a - Sun. 2:00p
Court D presented by Tiki Sam's Pizza	11-12	Girls	8 teams	Sat. 9:00a - Sun. noon
Court E presented by Summit Orthodontics	13-14	Boys	14 teams	Fri 5:30p - Sun. 3:00p
Court F presented by Blueprint Athletes	13-14	Boys	11 teams	Fri 5:30p - Sun. 2:30p
Court G presented by Jackson College	13-14	Girls	18 teams	Fri 5:30p - Sun. 6:00p
Court H presented by The Blake Building	15-16	Boys	16 teams	Fri 5:30p - Sun. 5:30p
Court I presented by Jurassic Golf	15-16	Girls	4 teams	Sat. 9:00a - Sun. 1:00p
Court J presented by Bright Walls	17-18	Boys	5 teams	Sat. 9:00a - Sun. 1:00p
Court K presented by Edmondson Security Sol.	19-24	Men	15 teams	Sat. 8:30a - Sun. 4:30p
Court L presented by Lomar Machine & Tool	25-29	Men	11 teams	Sat. 9:00a - Sun. 2:30p
Court M presented by Commonwealth Associates	30-34	Men	13 teams	Sat. 8:30a - Sun. 3:30p
Court N presented by County National Bank	35-39	Men	12 teams	Sat. 9:00a - Sun. 2:00p
"O"ld Timers Court pres. by County National Bank	40+	Men	7 teams	Sat. 9:00a - Sun. noon
Court TM presented by Art Moehn Chevrolet	open	Men	11 teams	Sat. 9:00a - Sun. 2:30p
The Summit Orthodontics Dream Court	open	Kids	-	TBD
Practice Court A presented by Blue Ox CU	open	-	-	Sat. 2:30p - Sat. 5:30p
Practice Court B presented by Blue Ox CU	open	-	-	Sat. 2:30p - Sat. 5:30p

Practice Courts A and B will be available for open shooting outside of the following times:

Heroes Tournament Games | Sat. 2:30-4:30p

Blueprint Athlete Training Sessions (Drop In)

Free Throw Contest Sessions | Fri. 5:00-8:00p, Sat. 11:00-noon, Sun. 11:00-noon

Bring a ball or check one out from the Lammer's Stage!

# Food, Shopping & Attractions



## Food

- 1. Grand River Brewery
- 8. Blue Julip
- 10. City Crepes
- 13. Nite Lite
- 18. Dirty Bird
- 19. Junkyard Dog
- 24. Veritas
- 25. Bella Notte
- 26. Fortress Coffee
- 28. Anna's H.O.P.
- 29. Chilangos
- 30. Healthies 101
- 31. Chase Bar & Grill
- 32. Metropolitan Ice Cream
- 35. Jackson Coffee Co.
- 36. Crazy Cowboy
- 37. Candi's BZB Cafe

## Shopping

- 2. Gilbert Chocolates
- 3. P&T Fitness-Pedal & Tour
- 4. Windy Hill Creations, INC
- 5. Jackson Antique
- 9. Rustic Market
- 11. Casler Hardware
- 12. Jackson Candle Co.
- 14. Schupbach's Sporting Goods
- 15. Apricot Lane
- 16. Blessed Nest
- 33. Nostalgia, Ink
- 34. Beads To Live By
- 38. FarmSudz Jackson

## Attractions

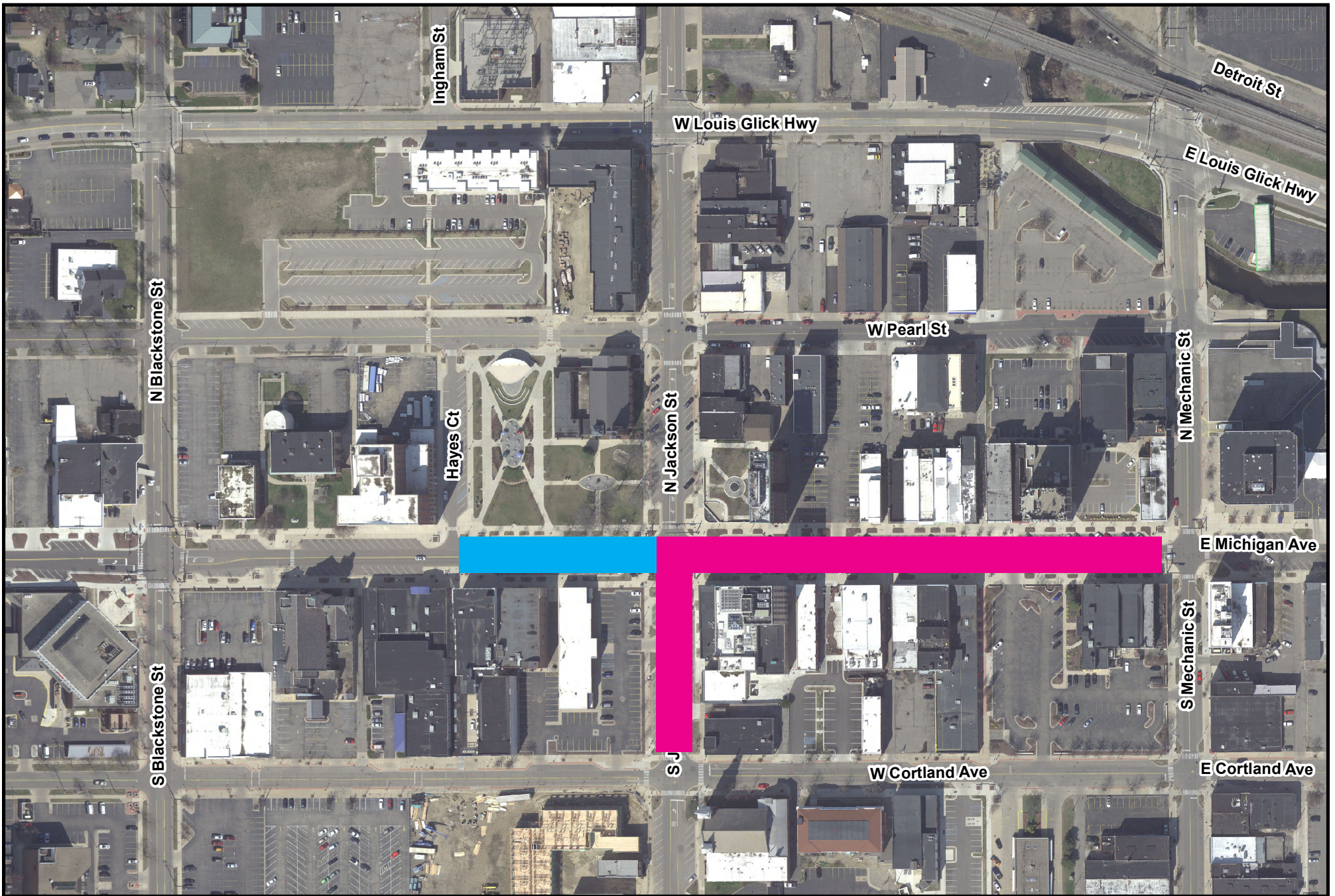
- 6. JDL - Carnegie Library
- 7. Jackson Symphony Orchestra
- 17. Tilted Arcade
- 22. Michigan Theater
- 27. Axe Play

## Sponsor Highlight

Tiki Sam's Pizza and R.J.'s Heavenly Delights will be setup in Horace Blackman Park all weekend, slaying the pizza and ice cream / shake games. These squads are gems for the community of Jackson, so make sure that you stop by their food trucks while you are in town!



WHATEVER BAKES YOU HAPPY!



Closed Friday @ 5:00 AM  
through Sunday @ 6:30 PM



Closed Friday @ 5:00 PM  
through Sunday @ 6:30 PM

**MEMO TO:** Mayor and City Council Members  
**FROM:** Jonathan Greene, City Manager  
**DATE:** November 23, 2021  
**SUBJECT:** Special Event Application: Fall Fest & Chili Classic

---

**Recommendation:**

Approve a request from the Downtown Development Authority and McKibbin Media to host the Fall Fest & Chili Classic on October 1, 2022 in downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Fall Fest & Chili Classic.

I recommend approval of the special event application for the 2022 Fall Fest & Chili Classic. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Cory L. Mays, Executive Director, DDA

**DATE:** November 23, 2021

**RECOMMENDATION:** Approve a request from the Downtown Development Authority and McKibbin Media to host the Fall Fest & Chili Classic on October 1, 2022 in downtown Jackson.

**SUMMARY:** A family-friendly event with activities for people of all ages. Chili cook-off, children's area, costume parade, live music, corn hole tournament, fireworks, and so much more.

### DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$800.00
	<i>TOTAL</i>		<i>\$800.00</i>

### CONDITIONS & CONSIDERATIONS

Electricity, road closures, parking lot closures, black metal fencing

### INSURANCE STATUS

Included as part of the DDA/City of Jackson liability insurance policy

**ATTACHMENTS:** Special Event Application: 2022 Fall Fest & Chili Classic



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](mailto: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"/> Liquor License & Liquor Liability Insurance (if applicable) |
| <input type="checkbox"/> \$25 Late/Rush Fee  | <input type="checkbox"/> Carnival Ride Permit (if applicable)                        |
| <input checked="" type="checkbox"/> Insurance documentation for sponsoring organization  | <input type="checkbox"/> Insurance documentation for all vendors (if applicable)     |
| <input checked="" type="checkbox"/> Event Map —Please indicate the location of all items |  |

**Make checks payable to “Downtown Development Authority”**

### Special Event Application Policy

*Additional charges may occur if policies are broken.*

- 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.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- 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.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

### Applicant Information

Sponsoring Organization Legal Name: <a href="#">Downtown Development Authority</a>	
Address: <a href="#">161 W. Michigan Avenue</a>	Phone: ( 517 ) 768-6410
Tax ID#:	Website: <a href="http://www.jacksondda.org">www.jacksondda.org</a>
Contact Name: <a href="#">Cory Mays</a>	Phone: 517-768-6410 Email: <a href="mailto:cmays@cityofjackson.org">cmays@cityofjackson.org</a>
Contact Name:	Phone: Email:
Contact Name During Event: <a href="#">Cory Mays</a>	Phone: ( 517 ) 748-6518

### Event Information

Event Name: <a href="#">Fall Fest and Chili Classic</a>				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
<a href="#">Sat., Oct. 1, 2022</a>	<a href="#">5 am</a>	<a href="#">11 am</a>	<a href="#">9 pm</a>	<a href="#">10 pm</a>

Has this event occurred before?  Yes, (if yes, how many previous years? 1 (multiple years on other location)  No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 5,000

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

Walk/Run  Festival  March/Parade  Other: \_\_\_\_\_

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

Horace Blackman Park  GrandRiver Farmers Market Pavilion

Bucky Harris Park  CP Federal City Square (Stage)

Ella Sharp Park (requires Ella Sharp Board approval)  MLK Equality Trail

Other Location: Downtown Jackson streets/sidewalks

Streets: Michigan Ave, Jackson St, Pearl St, Mechanic St

Other Park: \_\_\_\_\_

### Brief description of Event

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

A family-friendly event with activities for people of all ages. Chili cook-off, craft vendors, children's area (petting zoo, games, crafts, bounce house), costume parade, live music, corn hole tournament, beer tent, and fireworks. A great way to engage our downtown retail/restaurant community and bring families downtown for a day of fun.

Please note: Should rain/inclement weather necessitate canceling this event, October 8 (Saturday) shall serve as the rain date, with all other locations/parameters remaining the same.

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

Street Name: PLEASE SEE ATTACHED LIST 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: 110 plugs

Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: fields building parking lot, various plugs from big boxes on Michigan Ave.

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

**Water Needs:** Indicate water requirements: Valve on hydrants (2)

Amount of water needed: (for tent barrel filling) Locations of where water is needed: Corner of Jackson & Cortland; Parking lot #14

**Food/Vendors:** Indicate vendors requirements: 110 & 50-amp electricity

Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: Horace Blackman Park Number of vendors: \_\_\_\_\_

**Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)

Start Time: 12 pm End Time: 9 pm

**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: None

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: Closure barricades/cones for parking lots 8 & 14 ; Black metal fencing for Fields Parking Lot closures (6 pieces)

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

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 checked="" type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input checked="" type="checkbox"/> Restroom Locations
<input checked="" type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input checked="" type="checkbox"/> Tables
<input checked="" type="checkbox"/> Tent Locations	<input checked="" type="checkbox"/> Trash Receptacles	<input checked="" type="checkbox"/> Requested Reserved Parking
<input checked="" type="checkbox"/> Assembly Locations	<input checked="" type="checkbox"/> Requested Street Closures	<input checked="" 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: 10/27/2022

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

Application Requirements
Application <b>MUST</b> be submitted 60 days <b>PRIOR</b> to event <b>***NO EXCEPTIONS***</b>
Application <b>MUST</b> be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 <sup>th</sup> Floor Jackson Michigan, MI 49201 or <a href="mailto:cmays@cityofjackson.org">cmays@cityofjackson.org</a> (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

## Covid-19 Contingency Plan

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

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

All local/state protocols will be followed, and promotions will encourage the wearing of masks if needed, social distancing, and staying home if unhealthy. All volunteers will also be required to remain at home if sick.

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

Anyone presenting Covid-19 symptoms will be asked to leave, including all volunteers and attendees. We will utilize all possible means of communication (social media, website, email, telephone) to notify of a possible positive case.

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

We will follow all required local/state health department guidelines.

# Road/Lot Closures

## 2022 Fall Fest & Chili Classic

### **Michigan Avenue**

**Details:** Blackstone Street (East side of intersection) to Martin Luther King Drive (West side of intersection)

**Schedule:**

Soft Close = Friday, September 30 (5 pm) – Saturday, October 1 (5 am)

Hard Close = Saturday, October 1 (5 am – 9 pm)

### **Jackson Street**

**Details:** Cortland Street (North side of intersection) to Michigan Avenue (North side of intersection)

**Schedule:**

Soft Close = Friday, September 30 (5 pm) – Saturday, October 1 (5 am)

Hard Close = Saturday, October 1 (5 am – 9 pm)

### **Hayes Court**

**Details:** between Michigan Avenue and Pearl Street

**Schedule:**

Soft Close = Friday, September 30 (5 pm) – Saturday, October 1 (5 am)

Hard Close = Saturday, October 1 (5 am – 9 pm)

### **Martin Luther King Drive**

**Details:** Cortland Street (North side of intersection) to Louis Glick Highway (South side of intersection)

**Schedule:** Hard closed for fireworks containment only, Saturday, October 1 (7-9 pm)

### **Parking Lot #8 (Post Office Parking Lot)**

**Details:** Closure of entire lot

**Schedule:**

Soft Close = Friday, September 30 (5 pm) – Saturday, October 1 (5 am)

Hard Close = Saturday, October 1 (5 am – 9 pm)

### **Parking Lot #14 (Lot between the County Building & Walt's)**

**Details:** Closure of entire lot

**Schedule:**

Soft Close = Friday, September 30 (5 pm) – Saturday, October 1 (5 am)

Hard Close = Saturday, October 1 (5 am – 9 pm)

Blackstone

Blackstone

**P**

PRIVATE PARKING ONLY

The 200

N. Jackson St.

Gilbert Chocolates

Windy Hill Creations

Jackson Antique Mall

Grand River Brewery

**P**

N. Mechanic St.



# FALL FEST & CHILI CLASSIC

Downtown Jackson, Michigan

Pearl St.

Pearl St.

Horace Blackman Park

<- BEER TENT

First Congregational Church

The Blue Julep

City Crepes

Casler Hardware

Jackson Candle Co.

PRIVATE PARKING ONLY

Nite Lite

Schupbach's Sporting Goods

**P**

The Book Exchange

Michigan Theatre

PORTA POTTIES

Bucky Harris Park

Apricot Lane Boutique

PRIVATE PARKING ONLY

Postnet

JTV

Blessed Nest

Tilted Arcade

Dirty Bird

Chamber of Commerce

Junkyard Dog

Jackson County

PORTA POTTIES

Walt's Health Foods

One Jackson Square

Michigan Ave.

**KIDS KINGDOM**

S. Jackson St.

True Community Credit Union

CITY HALL

Veritas

Bella Notte

Lean Rocket Lab & Fortress Cafe

EVENT PARTICIPANTS & STAFF ONLY

PARKING & LOADING / UNLOADING

ENTER & EXIT on CORTLAND

Post Office

Miller Shoes

Chilango's Burrito Bar

PERMIT PARKING ONLY

Anna's House of Pancakes

Axe Play

S. Mechanic St.

Healthies 101

Chase Sports Bar

Metropolitan Ice Cream Co.

Ogma Brewing

Nostalgia Ink

Beads to Live By

Martin Luther King, Jr. Dr.



Cortland St.

Cortland St.

**P**

Jackson Coffee Co.

The Crazy Cowboy

**P**

**P**

- Street Closure
- Free Parking
- Closed Streets
- Main Stage



# FALL FEST & CHILI CLASSIC



CHILI TASTING OPEN

## Saturday, October 1, 2022 - 1pm to 4pm

DOWNTOWN JACKSON - CHILI CONTEST BOOTHS ALONG MICHIGAN AVE BETWEEN MECHANIC STREET & S. JACKSON STREET

**ALL COOKING DONE ON-SITE. MUST PROVIDE YOUR OWN:**

Portable propane cooking device, pots/cookware, utensils, cutting boards etc., canopy/tent.

ALL CHILI COOKS MUST BE UNDER A CANOPY PER THE HEALTH DEPARTMENT. ALL CANOPIES/TENTS MUST BE WEIGHTED/SECURED. IF YOU CANNOT PROVIDE YOUR OWN, SEE BOTTOM OF PAGE.

**WE WILL PROVIDE:**

(1) 8' table, 2 chairs, tasting cups, serving ladle. We give each taster their own spoon.

NAME OF BUSINESS/CONTESTANT \_\_\_\_\_

RESPONSIBLE PARTY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

**CATEGORY:**

\_\_\_ AMATEUR

\_\_\_ PROFESSIONAL

\_\_\_ SCHOOL

\_\_\_ MEDIA

\_\_\_ SALSA

**FEE: \$75.00**

DOES NOT APPLY TO NON PROFITS, SCHOOLS, AND EVENT SPONSORS

SEND CHECK OR MONEY ORDER TO:  
MCKIBBIN MEDIA GROUP, 1700 GLENSHIRE DR.,  
JACKSON MI 49201 - MEMO LINE: CHILI

*Trophies and cash awards will be given to the winner of each category according to our judges via blind taste test, plus an overall People's Choice trophy will be awarded.*

*We can provide an **EXTREMELY LIMITED NUMBER** of tents for an additional \$25.00 fee each. First come, first served. Contact us for availability: [asmith@k1053.com](mailto:asmith@k1053.com)*

## ABOUT THE EVENT - SATURDAY, OCTOBER 1, 2022

Welcome to the 2nd annual K105.3 Fall Fest & Chili Classic! This **FREE** event will have a variety of family-friendly fall activities, our beloved K105.3 Chili Cook-Off, and live music right on the streets of downtown Jackson. Details as they become available will be at [K1053.com/fallfest](http://K1053.com/fallfest)

Chili contestants and vendor booths will be located ALONG MICHIGAN AVE (most will be in the street). Handwashing & sanitary stations will be available. We recommend bringing your own jug of water and receptacle for rinsing as needed.

## SETUP

7:00am Setup hours begin - you will be notified of more specific setup details  
9:00am Cooks Meeting & Health Department Inspection (cooking may not commence until each booth has been cleared to cook - we will complete this process as quickly as possible)

## PARKING

A map including parking options and designated areas for loading & unloading will be provided to you within 2 weeks prior to the event.

MICHIGAN AVE WILL BE CLOSED TO ALL VEHICLE TRAFFIC.

## ELECTRICITY

If you are in need of an electrical outlet for your booth, please let us know by **no later than September 19** so we can place you accordingly. You must bring your own extension cord. **Please do not plug anything into outlets downtown unless pre-approved to do so.**

## TICKET SALES, TASTING & VOTING

This event will be free to attend; however, those wishing to taste chili and salsa must buy a wristband for \$5.00. There will be 2 designated areas for purchasing tasting wristbands. **Chili and salsa contestants are not to serve those without a wristband.** Voting for People's Choice will be done online; we may also provide a way for those without internet access to vote in-person.

## REQUIREMENTS

See detailed rules on following page.

**ALL cooking must be done on-site. A limited amount of prep can be done off-site prior to the event - see Health Department guidelines on following pages.**

Tasting cups will be provided to you. Each cook is responsible for the garbage they generate at their own booth. Let's keep our beautiful downtown clean!! There may be no bribing or any kind of payment offered in exchange for votes. This will result in immediate disqualification. No outside alcohol.

*Thank you for being an important part of this event!!*

Questions: Ashley Smith, Promotions Director, K105.3  
(517) 787-9546 x 204 | [asmith@k1053.com](mailto:asmith@k1053.com)



# CHILI CLASSIC RULES & INFO

## CHILI CONTEST TIMELINE

### We have pushed back tasting & judging by 1 hour to allow more cooking time

- 7am Setup time begins  
Unload, decorate your booth, prep your food but DON'T START COOKING YET!  
Please move your vehicle off the street as quickly as possible to make room for others
- 9am Cooks Meeting & Health Dept. Inspection  
We will gather the cooks at the main stage for a quick rundown of important information. Someone will come around to check your meat temperature as soon as possible. We recommend bringing your meat in a cooler on ice to maintain a temperature of 41F or lower to pass inspection. You may not begin cooking til your meat passes inspection.
- 12pm Tasting wristband sales open  
Someone will visit your booth to drop off a judging cup and instructions for judging
- 1pm Tasting & judging begins - we will deliver tasting cups to your booth  
Judging cups must be dropped off to the Chamber office on Michigan Ave. by 1pm to be eligible for judging
- 4pm Tasting & voting ends
- 4:30pm Award ceremony on stage

## RULES & REQUIREMENTS

- Chili contestants must make at least 10 gallons of chili to be eligible for prizes
- Prep may only be done off-site if done so in a licensed commercial kitchen facility
- Canned foods may be strained at home; place in a clean resealable bag or airtight container
- All Cooking / final combination of ingredients must be done on site with portable propane cooking devices. No electric cooking devices. Fire extinguishers will be available in case of emergency.
- Salsa contestants must prepare at least 5 gallons of salsa to be eligible for prizes  
We do not provide chips for salsa - salsa contestants must provide their own if they wish
- Mandatory cooks meeting at 9am - at least one of your cooks must attend (main stage)
- Bribes or payment for votes will result in immediate disqualification
- No outside alcohol
- Booths may not be used for political reasons. No political promotion or campaigning of any kind.

## SANITARY STATIONS

There will be handwashing stations with soap and water as well as porta johns (special thanks to Lester Brothers & All American Portable Toilets) throughout the area. We recommend bringing a jug of water for rinsing items at your booth.

# WEATHER CONTINGENCY

In the event of inclement weather on October 1, 2022, this event will be pushed back to **Saturday, October 8, 2022** with the same exact timeline & layout. We will communicate any changes with you as soon as decisions are made. Keep this possibility in mind when purchasing and preparing your ingredients.

# OTHER EVENTS OF THE DAY\*

- 9am-2pm Grand River Farmers Market
- 11am-4pm Vendors & Kids Kingdom
- 1pm-4pm Chili contest & Kevin Nichols/Blue Tuesday performing live
- 2:30pm Kids Costume Parade down Michigan Ave followed by free movie at Michigan Theatre
- 3-5pm Cornhole Tournament
- 5-6:30pm Live Music

\*subject to change. See [K1053.com/fallfest](http://K1053.com/fallfest) for the latest.

# FOOD SAFETY TIPS

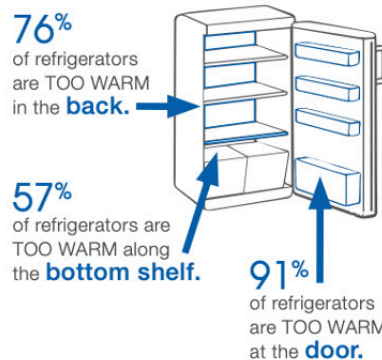
## 5 Risk Factors

Top five causes of foodborne illness.

- **Food from Unsafe Sources**
  - Non-licensed Establishment
  - No Home Prepared Food
- **Improper Holding Temperatures**
  - Cold Holding
  - Hot Holding
  - Thawing
  - Cooling
- **Inadequate Cooking Temperatures**
  - Cooking
  - Reheating
- **Contaminated Food Equipment**
  - Cutting Boards
  - Utensils
  - Other Food Contact Surfaces
- **Poor Personal Hygiene**
  - Unhealthy Employees
  - Improper Hand Washing
  - Bare Hand Contact with Ready-to-eat Food



### Common Improper Cooling Areas



## 2 Basic Health and Hygiene

### Food handlers must:

- have clean outer apparel;
- use proper hair restraints;
- cover cuts, wounds or infected boils with a waterproof bandage and impervious glove;
- be symptom free from diarrhea, vomiting, fever, jaundice or a sore throat;
- be excluded from work if diagnosed with or exposed to:
  - Salmonella,
  - Shigella,
  - E. coli,
  - Hepatitis A,
  - or norovirus.



## 3 Food Source

### What are approved food sources?

- Foods from a licensed establishments.  
*(restaurants or grocery stores)*
- Meats must be USDA approved.

### NO home prepared foods!

### When do I purchase the food?

- Foods must be purchased the day of the event.
- Otherwise, foods may be stored at a licensed facility until the day of the event.  
*(See the Commissary Agreement on page 7.)*

### How do I store foods?

- Home refrigeration is not acceptable.
- Foods must be stored at proper temperatures.
- Foods must be covered, stored off the ground and not subject to contamination.  
*(Crates or carts are recommended.)*

If you or someone you have been in immediate contact with has a fever, chills, or other symptoms of contagious illness, **PLEASE STAY HOME.**

### How do I transport potentially hazardous foods?

- Potentially hazardous foods must be transported at **41°F** and below or **135°F** or above.
- A cooler with ice is recommended for cold foods and an approved container for hot foods.
- Potentially hazardous foods include:
  - dairy,
  - seafood,
  - poultry,
  - meats,
  - rice,
  - pasta,
  - cooked potatoes,
  - tomatoes,
  - lettuce,
  - sprouts,
  - cut melons,
  - or cooked vegetables

## 4 Cold Holding

Potentially hazardous foods must be stored cold at an internal temperature of **41°F or below**. Be sure to check internal food temperatures before your inspector arrives. Storage may be in either an electric refrigerator or freezer or an approved cold food storage container. This is to be done when transporting food to the event and during the event.

Containers must be insulated, hard sided, cleanable and maintain food temperature control. All food products must be tightly sealed in bags or boxes to prevent wetness and contamination. Do not leave foods out of the refrigerator to thaw. Contact your LHD to review approved methods.

### Wash your hands:

- after eating or drinking,
- after using the toilet facilities,
- after coughing or sneezing,
- after using facial tissue,
- between glove changes,
- upon entering food preparation and service areas,
- immediately before food preparation,
- when switching between raw and ready-to-eat foods,
- after using tobacco in any form,
- after handling soiled equipment and utensils,
- after handling animals,
- after touching bare human body parts,
- and as often as necessary to remove soil and contamination to prevent cross contamination.



## Serving & additional safety

If you have long hair, consider securing it with a ponytail or hat.

Food handlers may **not use their bare hands to touch any exposed ready to eat foods**. Barriers such as gloves, deli papers or suitable clean utensils must be used.

Tasters must never serve themselves. Someone from your booth must safely serve any food items to all tasters, no exceptions.



If you have any questions related to health & food safety not answered here, please call the Jackson Health Department at:

**517-788-4420**

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**Event Questions - Contact:  
Ashley Smith (517) 787-9546 x 204  
asmith@k1053.com**

# MICHIGAN TEMPORARY FOOD ESTABLISHMENT LICENSE APPLICATION

**APPLICANT/BUSINESS CONTACT INFORMATION:**

Organization/Business Name: McKibbin Media Group  
 Main Contact: Ashley Smith Email: asmith@k1053.com  
 Mailing Address: 1700 Glenshire Dr. City: Jackson State: MI Zip: 49201  
 Primary Phone: 517-787-9546 Cell Phone: 517-414-1629 Fax : \_\_\_\_\_  
 Alternative Contact: Name: Scott Clow Phone: 517-879-6176

**PUBLIC EVENT INFORMATION:** Name of Public Event: K105.3 Fall Fest & Chili Classic  
 Food Service Start Date: 10 / 1 / 22 Serving Start Time: 1:00 PM AM/PM  
 Ending Date: 10 / 1 / 22 End Time: 4:00PM AM/PM  
 When will food preparation begin? Date: 10 / 1 / 21 Starting Time: 9:00am AM/PM  
 Event Location (Name & Address): Michigan Ave. between Blackstone & Mechanic St. - outdoors  
 Event Coordinator Name: Ashley Smith Phone: 517-414-1629 (cell)

If Applicable, Non Profit Tax ID #: \_\_\_\_\_

**I AM AWARE THAT EACH BOOTH MUST BE PROPERLY EQUIPPED AND READY TO OPERATE BY THE TIME INDICATED, AND THAT FAILURE TO DO SO MAY RESULT IN DENIAL OF MY LICENSE.**

Applicant Name (Print) Ashley B. Smith  
 Applicant Signature: *Ashley Smith* Date: 10/28/21

**Estimated Number of Meals to be Served Each Day:** 2,000+ tasting portions given by multiple cooks

**EQUIPMENT LIST:**

Identify equipment used at your temporary food establishment. Check all boxes that apply.

- |  |   |  |
|--|---|--|
| <p><b>A Hand Wash Station</b></p> <p><input checked="" type="checkbox"/> Large insulated container with a spigot, warm water, hand soap, paper towels and a large catch bucket</p> <p><input type="checkbox"/> Hand sink</p> <p><input checked="" type="checkbox"/> Self-contained portable unit</p> <p><input type="checkbox"/> Other _____</p>       | <p><b>B Cooking/Reheating Equipment</b></p> <p><input type="checkbox"/> Grill/BBQ</p> <p><input type="checkbox"/> Fryer</p> <p><input type="checkbox"/> Oven</p> <p><input type="checkbox"/> Roaster</p> <p><input checked="" type="checkbox"/> Other _____</p>   | <p><b>C Cold/Hot Holding Equipment</b></p> <p><input checked="" type="checkbox"/> Ice chest/cooler with ice</p> <p><input type="checkbox"/> Refrigerator</p> <p><input type="checkbox"/> Freezer</p> <p><input type="checkbox"/> Steam table</p> <p><input type="checkbox"/> Grill/BBQ</p> <p><input type="checkbox"/> Chafing dish w/ fuel</p> <p><input type="checkbox"/> Slow cooker/roaster</p> <p><input type="checkbox"/> Other _____</p>  |
| <p><b>D Floor/Overhead Protection*</b></p> <p><input type="checkbox"/> Food is prepared &amp; served indoors</p> <p><input type="checkbox"/> Floors are cleanable and Impermeable<br/>Describe: _____</p> <p><input checked="" type="checkbox"/> Canopy/tent</p> <p><input type="checkbox"/> Screening</p> <p><input type="checkbox"/> Other _____</p> | <p><b>E Cleaning/Sanitizing</b></p> <p><input checked="" type="checkbox"/> Three basins to wash (dish soap), rinse (clear water) and sanitize (sanitizer)</p> <p><input checked="" type="checkbox"/> Extra utensils</p> <p><input checked="" type="checkbox"/> Bucket with sanitizing solution and wiping cloth(s)</p> <p><input checked="" type="checkbox"/> Sanitizer</p> | <p><b>F Other</b></p> <p><input checked="" type="checkbox"/> Chemical test strips to test sanitizer solution</p> <p><input checked="" type="checkbox"/> Metal stem thermometer</p> <p><input checked="" type="checkbox"/> Gloves</p> <p><input checked="" type="checkbox"/> Hair restraints</p> <p><input checked="" type="checkbox"/> Electricity available</p> <p><input checked="" type="checkbox"/> Water source (circle all that apply)</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> <span style="border: 1px solid black; border-radius: 10px; padding: 2px;">Municipal/City</span> <input type="checkbox"/> Water Well             <input type="checkbox"/> Bottled         </p> |

\*If extensive food handling occurs, it must be done in a fully enclosed space.

**FOOD PREPARATION AND MENU:**

Only food and beverage items listed will be approved to serve.  
Approval for any changes must be requested before the event.

<b>Food</b>	<b>G</b> Food Source (place/facility where food is purchased)	<b>H</b> Off-Site Prep Yes/No  *1	<b>I</b> On-Site Prep Yes/No	<b>J</b> Transport to event? (Hot or Cold, What type of equipment for transport)	<b>K</b> Cold holding equipment used at event?	<b>L</b> Cooking/reheating equipment used? Final cook/reheat temperature?	<b>M</b> Cooling?  *2	<b>N</b> Hot holding equipment used?
<b>Example:</b>								
<b>Hamburger</b>	<b>Jane's Food Service</b>	<b>No</b>	<b>Yes</b>	<b>Cold, Ice Chest</b>	<b>On-site refrigerator</b>	<b>Grill, 155 °F</b>	<b>No</b>	<b>Steam table</b>
Chili	Various	No	Yes	Coolers w/ice	Coolers w/ice	Propane camping stove	No	Pots on stoves
Salsa	Various	No	Yes	Coolers w/ice	Coolers w/ice	None	No	N/A

\*1 – IF FOODS ARE MADE OFF-SITE, PLEASE FILL OUT ADDENDUM A (COMMISSARY AGREEMENT)  
\*2 – IF YOU PLAN TO COOL ANY FOOD, CONTACT YOUR INSPECTOR TO DISCUSS THE METHOD YOU WOULD USE.

<p><b><u>FOR LOCAL HEALTH DEPARTMENT USE:</u></b></p> <p>Notes:</p>	<p>Amount Paid: _____ Receipt Number: _____</p>
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# ADDENDUM A:

## COMMISSARY AGREEMENT

Organizations or individuals requiring the use of an off-site kitchen facility must obtain a review and approval, by the licensing agency, of the off-site kitchen facility at the time of license application. Inspection fees may apply if the facility is NOT currently licensed as a permanent food establishment. If you change the commissary location prior to the event, notify the department to update the commissary agreement. It may be required that you provide a copy of the Commissary Food License.

**Temporary Food Service Operator requiring the use of an off-site kitchen facility must complete the following information:**

I, \_\_\_\_\_ allow \_\_\_\_\_  
*Licensed Food Service Operator/Owner* *Organization*

to use \_\_\_\_\_  
*Name & Address of Licensed Facility Used* *Facility License Number*

For: \_\_\_\_\_ Food Preparation \_\_\_\_\_ Cold Food Storage \_\_\_\_\_ Cooking \_\_\_\_\_ Cooling Food \_\_\_\_\_ Hot Holding

\_\_\_\_\_ Dry Food Storage \_\_\_\_\_ Warewashing \_\_\_\_\_ Approved Water Supply \_\_\_\_\_ Waste water Disposal

\_\_\_\_\_ Other: \_\_\_\_\_

Date(s) Licensed Facility will be used for this event: \_\_\_\_\_ to \_\_\_\_\_ Time of use: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

\_\_\_\_\_  
*Signature of Licensed Facility Owner/Operator*

\_\_\_\_\_  
*Date*

*For Office Use Only*

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

COMMENTS: \_\_\_\_\_



# STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

Department of Licensing  
and Regulatory Affairs

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

**THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO JULY 1, 2021**

BUSINESS ID: 0262296

FILE NUMBER:

THE COWBOY LLC  
D/B/A THE COWBOY

215-  
217 S MECHANIC ST,  
JACKSON, MI 49201-2327

JACKSON COUNTY  
L-226  
JACKSON CITY

LICENSE #  
L-000413479

LICENSE:  
Class C

ACT:  
N/A

L-000413480

Specially Designated Merchant

N/A

TOTAL BARS: 1  
DIRECT-CONNECTIONS:

OUTDOOR SERVICE AREA: 1  
PASSENGERS:

ROOMS:

PERMIT  
Outdoor Service Area(1), Specific Purpose(Food) [ Sunday-Sunday Hours: 11:00 AM-12:00 PM],  
Catering, Additional Bar(1), Sunday Sales (PM), Dance-Entertainment

IN WITNESS WHEREOF,  
this License has been duly signed  
and sealed by both the Michigan  
Liquor Control Commission and the  
Licensee(s).

LIQUOR CONTROL COMMISSION

*Pat Anglin*

*Demetrius*

*Darlyn A. Hasker*

*Ed Clout*

*B. C. Johnson*

LICENSEE(S) SIGNATURE(S)

*[Signature]*

2021

2022

LICENSE EFFECTIVE MAY 1, 2021 - EXPIRES APRIL 30, 2022

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** November 23, 2021  
**SUBJECT:** Resolution for Allen Lofts, LLC OPRA application

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**Recommendation:**

Approve a resolution establishing a time period authorized by the City for completion of construction as it pertains to the OPRA application approved by Council on October 26, 2021.

Attached is the resolution for the application filed by Allen Lofts, LLC for an Obsolete Property Rehabilitation Exemption Certificate. The resolution that was approved on October 26, 2021 failed to include the statement of the time period authorized by the local unit for the completion of construction. The application submitted by Allen Lofts, LLC provided the date of 1/1/23 as the completion date and the attached resolution contains that information.

Your consideration and concurrence is appreciated.

**RESOLUTION  
ESTABLISHING THE TIME PERIOD AUTHORIZED FOR ALLEN LOFTS, LLC  
COMPLETION OF CONSTRUCTION**

**WHEREAS**, on October 26, 2021 the City of Jackson held a public hearing to received comments regarding an Obsolete Property Rehabilitation Exemption Certificate application from Allen Lofts, LLC; and

**WHEREAS**, after the public hearing on October 26, 2021 the Jackson City Council, considered the Obsolete Property Rehabilitation Exemption Certificate application from Allen Lofts, LLC which included a planned date of completion of the rehabilitation of January 1, 2023; and

**WHEREAS**, on October 26, 2021 the Jackson City Council adopted Resolution No. 2021-90 granting an Obsolete Property Rehabilitation Tax Exemption for Allen Lofts, LLC for the property located at 906 E. Pearl Street; and

**WHEREAS**, the resolution approving the application failed to include the time period authorized by the City of Jackson for completion of construction.

**NOW, THEREFORE, BE IT RESOLVED**, that the Jackson City Council requires that the rehabilitation of the facility located at 906 E. Pearl Street shall be completed by January 1, 2023; and

**BE IT FURTHER RESOLVED**, that the City Clerk forward this resolution to the State of Michigan for their consideration of the Obsolete Property Rehabilitation District Tax Exemption Certificate application for Allen Lofts, LLC, File No. 3-21-0030.

\* \* \* \* \*

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 23<sup>rd</sup> day of November, 2021.

IN WITNESS WHEREOF, I have hereto affixed  
my signature and the seal of the City of Jackson,  
Michigan, on this 24<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Andrea Muray, City Clerk

# Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) <b>Allen Lofts LLC</b>		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) <b>P.O. Box 20083, Ferndale, Michigan 48220</b>		
Location of obsolete facility (Number and Street, City, State, ZIP Code) <b>906 E Peral Street, Jackson, Michigan 49201</b>		
City, Township, Village (indicate which) <b>City of Jackson</b>	County <b>Jackson</b>	
Date of Commencement of Rehabilitation (mm/dd/yyyy) <b>01/01/2022</b>	Planned date of Completion of Rehabilitation (mm/dd/yyyy) <b>01/01/2023</b>	School District where facility is located (include school code) <b>Jackson</b>
Estimated Cost of Rehabilitation <b>\$7,000,000.00</b>	Number of years exemption requested <b>12 years</b>	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. <b>37</b>		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		
<b>APPLICANT CERTIFICATION</b>		
The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy. <b>The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.</b>		
It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.		
Name of Company Officer (No authorized agents) <b>Martin Herz</b>	Telephone Number <b>(313) 686-4536</b>	Fax Number
Mailing Address <b>P.O. Box 20083, Ferndale, MI-48220</b>	E-mail Address <b>martin.herz@detroitrocksolid.com</b>	
Signature of Company Officer (no authorized agents) 	Title <b>Member</b>	
<b>LOCAL GOVERNMENT UNIT CLERK CERTIFICATION</b>		
The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.		
Signature 	Date Application Received <b>10/11/2021</b>	
<b>FOR STATE TAX COMMISSION USE</b>		
Application Number	Date Received	LUCI Code

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** November 23, 2021  
**SUBJECT:** Resolution for Demmar, LLC OPRA application

---

**Recommendation:**

Approve a resolution establishing a time period authorized by the City for completion of construction as it pertains to the OPRA application approved by Council on October 26, 2021.

Attached is the resolution for the application filed by Demmar, LLC for an Obsolete Property Rehabilitation Exemption Certificate. The resolution that was approved on October 26, 2021 failed to include the statement of the time period authorized by the local unit for the completion of construction. The application submitted by Demmar, LLC provided the date of 3/31/22 as the completion date and the attached resolution contains that information.

Your consideration and concurrence is appreciated.

**RESOLUTION  
ESTABLISHING THE TIME PERIOD AUTHORIZED FOR DEMMAR, LLC COMPLETION  
OF CONSTRUCTION**

**WHEREAS**, on October 26, 2021 the City of Jackson held a public hearing to received comments regarding an Obsolete Property Rehabilitation Exemption Certificate application from Demmar, LLC; and

**WHEREAS**, after the public hearing on October 26, 2021 the Jackson City Council, considered the Obsolete Property Rehabilitation Exemption Certificate application from Demmar, LLC which included a planned date of completion of the rehabilitation of March 31, 2022; and

**WHEREAS**, on October 26, 2021 the Jackson City Council adopted Resolution No. 2021-89 granting an Obsolete Property Rehabilitation Tax Exemption for Demmar, LLC for the property located at 159 W. Michigan Avenue ; and

**WHEREAS**, the resolution approving the application failed to include the time period authorized by the City of Jackson for completion of construction.

**NOW, THEREFORE, BE IT RESOLVED**, that the Jackson City Council requires that the rehabilitation of the facility located at 159 W. Michigan Avenue shall be completed by March 31, 2022; and

**BE IT FURTHER RESOLVED**, that the City Clerk forward this resolution to the State of Michigan for their consideration of the Obsolete Property Rehabilitation District Tax Exemption Certificate application for Demmar, LLC, File No. 3-21-0028.

\* \* \* \* \*

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 23<sup>rd</sup> day of November, 2021.

IN WITNESS WHEREOF, I have hereto affixed  
my signature and the seal of the City of Jackson,  
Michigan, on this 24<sup>th</sup> day of November, 2021.

---

Andrea Muray, City Clerk

# Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) <b>Demmar LLC</b>		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) <b>1150 Nelson St, Grass Lake, MI 49240</b>		
Location of obsolete facility (Number and Street, City, State, ZIP Code) <b>159 W Michigan Avenue, Jackson, MI 49201</b>		
City, Township, Village (indicate which) <b>City of Jackson</b>	County <b>Jackson</b>	
Date of Commencement of Rehabilitation (mm/dd/yyyy) <b>11/1/2021</b>	Planned date of Completion of Rehabilitation (mm/dd/yyyy) <b>03/31/2022</b>	School District where facility is located (include school code) <b>Jackson</b>
Estimated Cost of Rehabilitation <b>\$550,000.00</b>	Number of years exemption requested <b>12 Years</b>	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. <u>4 to 5</u>		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		
<b>APPLICANT CERTIFICATION</b>		
The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.		
The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.		
It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.		
Name of Company Officer (No authorized agents) <b>David Lammers</b>	Telephone Number <b>(734) 355-9396</b>	Fax Number
Mailing Address <b>1150 Nelson St Grass Lake, MI 49240</b>	E-mail Address <b>davlammers@hotmail.com</b>	
Signature of Company Officer (no authorized agents) 	Title <b>Member</b>	
<b>LOCAL GOVERNMENT UNIT CLERK CERTIFICATION</b>		
The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.		
Signature 	Date Application Received <b>10/4/2021</b>	
<b>FOR STATE TAX COMMISSION USE</b>		
Application Number	Date Received	LUCI Code

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** November 23<sup>rd</sup>, 2021

**SUBJECT:** Approve the point system used to evaluate Class C Marihuana license applications

---

**Recommendation:** Approve the point system rubric used by the marihuana licensing review committee to review applications deemed complete by the City Clerk, for marihuana facilities and/or adult-use establishments. Pursuant to Section 16-515 (b) of the City of Jackson Code of Ordinances (License application committee).

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Attachments: Scoring point system rubric.

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of NEO

**DATE:** Council Meeting- November 23rd, 2021

**RECOMMENDATION:** Approve the point system rubric used to evaluate Class C Marihuana license applications

## SUMMARY

The City of Jackson has Four (4) Class C Grower/Processor Licenses under the MMFLA (maximum of 1,500 medical marijuana plants) and four (4) Class C Grower/Processor Licenses under the MRTMA (maximum of 2,000 adult use available). Pursuant to Section 16-515 (b) of the City Code of Ordinance the current point scoring rubric was evaluated by members of the licensing review committee, and it was determined changes were necessary for the evaluation of Class C Grower/ Processor facilities.

## BUDGETARY CONSIDERATIONS

None

## HISTORY, BACKGROUND and DISCUSSION

The City of Jackson has Four (4) Class C Grower/Processor Licenses under the MMFLA (maximum of 1,500 medical marijuana plants) and four (4) Class C Grower/Processor Licenses under the MRTMA (maximum of 2,000 adult use available).

Pursuant to Section 16-515 (b) of the City Code of Ordinance the current point scoring rubric was evaluated by members of the - License Application Committee

.(b)The committee shall review applications deemed complete by the city clerk for medical marihuana facilities and/or adult-use establishments pursuant to a set of guidelines to be determined by the committee and approved by city council. Incomplete applications will not be reviewed by the committee. The guidelines established by the committee and approved by city council shall include, but not be limited to, the following areas of assessment of the applicant and its stakeholders: financial status and history, business history, regulatory compliance history, criminal history, tax payment history, litigation history, and bankruptcy history. In addition, the marihuana licensing committee shall establish a point system to evaluate the location of the proposed facility and the structure which will contain the facility, job opportunities created by the applicant, and the community impact of the proposed facility and the social responsibility of the applicant and its stakeholders. The guidelines will be posted on the City of Jackson webpage once approved by the city council.

After review of the current point system scoring rubric it was determined by members of the license application committee that changes to the point system were necessary to evaluate Class C Marihuana license applications. Members of the committee sought feedback on proposed changes to the scoring rubric from the Chief Building Official Brian Taylor, Director of Planning Chris Atkin, and City Attorney Matt Hagerty.

A new scoring rubric was created to be used during the Class C Marihuana license application process.

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ATTACHMENTS: Point scoring rubric.

JG

**SCORING FACTORS for Class C Marihuana License Applications, Recreational and Medical**  
**\*Calculated based upon exceeding the minimum City ordinance standards by the quantity noted below\***  
**(commitments to be verified before license issuance or annual renewal)**

<b>Building Factors</b>						<b>Totals</b>
Security Plan	2 points for installing a 360 degree high definition exterior video surveillance which offers the City Police Department 24 hour access					
	2 points for 24 hour on site security personnel.					
	1 point for installing cameras capable of capturing license plate images at all point of entry to the property					
	1 point for installing high definition interior video surveillance which offers the City Police Department 24 hour access					

<b>Site Factors</b>						
Landscaping – sizes and types must comply with the City Code of Ordinances Chapter 28, Article IV, Sec. 28-105	1 point for each 5 canopy or coniferous trees exceeding the minimum requirements					
	1 point for each 10 shrubs exceeding the minimum requirements					
Area Improvements – defined as any area located outside of the property line. Within 500 ft. of the property boundaries	1 point (up to 15 points) for each off site amenity calculated as follows: <ul style="list-style-type: none"> <li>• Per 2 City approved decorative light poles</li> <li>• Per 5 City approved street trees</li> <li>• Per 50 linear feet of new public sidewalk</li> </ul>					
Water Quality/Storm Water Management	1 point (up to 4 points) for the use of a SEMCOG defined BMP (see Storm water Management Manual)					
	5 points for retaining the first flush, 10 points for complying with post storm water management, or lose 10 points for not retaining the first flush					
<b>Other Factors (commitments to be verified before license issuance or annual renewal )</b>						
Employees	1 point for each 10 permanent full time jobs created					
	1 point for each permanent full time local job created					
	1 point for providing a starting wage of no less than \$15.00 per hour, 2 points for starting at \$20.00 per hour, 3 points for starting at \$25.00 per hour, 4 points for starting at \$30.00 per hour , or lose 10 points for the starting wage below \$15.00 per hour.					

Employees (cont.)	1 point for providing health care to all employees, 2 points for providing employee health care insurance with no more than \$1,000 out of pocket employee costs, 3 points for providing employee health care with no more than \$500 out of pocket employee costs, 4 points for providing employee health care with no out of pocket employee costs, or lose 10 points for not providing employee health care. Points in this category are not cumulative.					
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	1 point for providing a 3% matching deferred compensation plan (i.e. 401k, 401a, etc.), 2 points for providing a 4% match, 3 points for providing a 5% match, 4 points for providing a 6% match, or lose 10 points if not provided at all (must include immediate vesting for employee and employer contributions)					
Contractors	1 point for the use of County based construction contractors, 2 points for the use of City based construction contractors. Proof of contractors shall be submitted and verified by the Marihuana Licensing Committee prior to phase 2 of the licensing process.					
	5 points for using Jackson County based vendors located outside the City of Jackson for at least 25% of all project construction materials and supplies. 10 points for using local City of Jackson vendors for at least 25 % of all project construction materials and supplies. Proof of vendor purchase shall be submitted by the applicant and verified by the Marihuana Licensing Committee prior to phase two of the licensing process. May combine the percentages to equal 15 point max					
Total Capital Investment (excludes the property purchase price)	1 point for investing between \$1 and \$1.5 million dollars, 2 points for investing between \$1.5 and 2 million dollars, 4 points for investing between \$2 and \$2.5 million dollars, and 6 points for investing over \$2.5 million dollars. 5 points					

	for the reuse or repurpose of an existing building that has not been in use for at least 6 months. 10 points for the repurpose/ reuse or construction of a new facility in the designated MLK Corridor Improvement authority boundaries.					
Local Experience	5 points if the applicant has a business within the boundaries of Jackson County. 1 point if the investor has favorable previous business experience in the City of Jackson					
Taxation	1 point for contractors and business owners annually reporting K-1s or any other tax reporting instruments to the City Treasurer					
<b>1<sup>st</sup> Tie Breaker</b>					<b>Yes</b>	<b>No</b>
No less than 50% of the investors, entity owners, and/or operators are City residents						
<b>2<sup>nd</sup> Tie Breaker</b>						
Random drawing						

**MEMO TO:** Honorable Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** November 23, 2021  
**SUBJECT:** Second Reading and Final Adoption of Ordinance 2021-14

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**RECOMMENDATION:**

Adopt Ordinance No. 2021-14 creating an Affordable Housing Development Authority and a Housing Trust Fund for the City of Jackson.

Attached is Ordinance No. 2021-14. Ordinance 2021-14 was considered for approval and moved for 2<sup>nd</sup> reading by the Council at the November 9, 2021 City Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

## MEMORANDUM

**TO:** City Council  
**FROM:** Mayor Derek Dobies  
**DATE:** 11/23/2021  
**SUBJECT:** Consideration of the following motions as they relate to affordable housing in the City of Jackson:

A motion to approve final adoption of an ordinance creating an Affordable Housing Development Board and an Affordable Housing Fund for the City of Jackson to address housing instability and affordability; to make recommendations to the City Manager and City Council on programs, policies, and projects to create safe, dignified, and affordable housing options in the City of Jackson.

A motion to obligate \$3,500,000 in American Rescue Plan Act funds to the Affordable Housing Fund to provide for the preservation and development of affordable housing.

A motion to authorize the City Manager to utilize up to \$1,000,000 in American Rescue Plan Act funds towards the immediate redevelopment of city owned homes in the City of Jackson for affordable housing to low-income families, and the rapid re-housing of persons within the city.

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### **Recommendation:**

Move to approve final of adoption an ordinance creating an Affordable Housing Development Board and an Affordable Housing Fund for the City of Jackson to address housing instability and affordability; to make recommendations to the City Manager and City Council on programs, policies, and projects to create safe, dignified, and affordable housing options in the City of Jackson.

Move to obligate \$2,500,000 in American Rescue Plan Act funds to the Affordable Housing Fund to provide for the preservation and development of affordable housing.

Move to authorize the City Manager to utilize up to \$1,000,000 in American Rescue Plan Act funds towards the immediate redevelopment of city owned homes in the City of Jackson for affordable housing to low-income families, and the rapid re-housing of persons within the city.

The U.S. Department of the Treasury has provided guidance to states and localities as to how the American Rescue Plan funds can be used to address housing instability and affordability: given the exacerbation of health disparities during the pandemic and the role of pre-existing social vulnerabilities in driving disparate outcomes, services to address health disparities are presumed to be responsive to the

public health impacts of the pandemic. Specifically, the City may use payments from the Fiscal Recovery Funds to facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments, such as:

- Funding public benefits navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services
- Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness
- Remediation of lead paint or other lead hazards to reduce risk of elevated blood lead levels among children

Economic disparities that existed prior to the COVID-19 public health emergency amplified the impact of the pandemic among low-income and minority groups. These families were more likely to face housing, food, and financial insecurity; are overrepresented among low-wage workers; and many have seen their livelihoods deteriorate further during the pandemic and economic contraction. In recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies services and programs that will be presumed to be responding to the negative economic impacts of the COVID-19 public health emergency when provided in these communities.

The economic impacts of COVID-19 have likely been most acute in lower-income neighborhoods, including concentrated areas of high unemployment, limited economic opportunity, and housing insecurity. Specifically, Treasury presumes certain types of services, outlined hereunder, are eligible uses when provided in a Qualified Census Tract (QCT), or to families and individuals living in QCTs. The City of Jackson may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

Services to alleviate the immediate economic impacts of the COVID-19 pandemic on housing insecurity, while addressing conditions that contributed to poor public health and economic outcomes during the pandemic, namely concentrated areas with limited economic opportunity and inadequate or poor-quality housing, are eligible expenditures. According the Interim Final Rule, eligible services include but are not limited to:

- Services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals
- Affordable housing development to increase supply of affordable and high-quality living units
- Housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity

Considering the aforementioned eligibility under ARPA, passage of the second recommended motion would allocate \$3.5 million in ARPA funds at the following preliminary distribution into the Affordable Housing Fund:

<b>\$500,000</b>	<b>Housing Navigators</b> Allocation of \$100,000 per year, for five years, for Housing Navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services for those who suffer from housing insecurity.
<b>\$500,000</b>	<b>Affordability Grants</b> Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness through the use of eligible owner-occupied, and non-owner occupied, grants.
<b>\$500,000</b>	<b>Affordability Loans</b> Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness through the use of eligible owner-occupied, and non-owner occupied, through low- to zero-interest loans.
<b>\$1,000,000</b>	<b>Affordable Housing Gap Financing</b> Financing to incentivize affordable housing development to increase supply of affordable and high-quality living units under the eligibility constraints of the Housing Fund.
<b>\$1,000,000</b>	<b>Homelessness Services / Transitional Housing*</b> Financing to provide services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals.
	<i>* Transitional housing is temporary housing for certain segments of the homeless population, including working homeless people who are earning too little money to afford long-term housing. Transitional housing is set up to transition residents into permanent, affordable housing. It is not in an emergency homeless shelter, but a facility with rooms/apartments with applicable support services. In some locations these facilities are co-located with job training/workforce development programming to build financial sustainability.</i>
<b>\$3,500,000</b>	<b>Total proposed ARPA allocation</b>

The third motion would authorize the City Manager to utilize up to \$1,000,000 in American Rescue Plan Act funds towards the immediate redevelopment of city owned homes in the City of Jackson for affordable housing to low-income families, and the rapid re-housing of persons within the city. With inclement weather and housing insecurity exacerbated during the pandemic, this is broadly recognized by housing advocates and city administration as an immediate need in disproportionately impacted communities.

The authorization of these funds would allow the City Manager the confidence to move forward with a redevelopment campaign to provide safe, affordable and dignified space for low-income individuals to live

- both short-term and mid-term - as the Affordable Housing Development Board develops the long-term strategic programs to address affordable housing in the city via the Affordable Housing Fund.

The City Manager has already identified five homes that would be among the first used for this purpose. All are currently owned by the city:

**109 Hollywood**



**404 Homewild**



7-028400000

08/11/2021

1100 Chittock



1206 Chittock



### 131 E. Prospect



The proposed work scope for these redevelopment projects would include the full removal of lead hazards by a licensed lead abatement contractor, removal of other obsolete and dangerous components, and a full rehabilitation of each property by local, qualified licensed residential builders. This work may include windows, doors, roofing, siding, gutters, insulation, drywall, flooring, kitchens, baths and full interior finish of the homes.

City Management is asking for approval to begin review of full work scope and materials, and approval of contracts through the city's competitive bidding process. Any additional monies unspent will be reserved by City Council for future priorities allowable under federal guidelines for American Rescue Plan Act funds.

The City will receive \$31,444,825 in ARPA funds. The \$4,500,000 million obligation of ARPA funds accounts for just over 14% of total funds allocated to the City of Jackson under the spending period. The Coronavirus Local Fiscal Recovery Funds (CLFRF), established by the American Rescue Plan Act of 2021, are required to be obligated by December 31, 2024 and fully expended by December 31, 2026.

Your consideration is greatly appreciated.

ORDINANCE NO. 2021-##

An Ordinance adding Section 14-700 through Section 14-750, Article IX to Chapter 14 of the Code of Ordinances of the City of Jackson, Michigan to support affordable housing development by creating an Affordable Housing Trust Fund, an Affordable Housing Development AuthorityBoard and setting the powers and duties thereof for the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

**CHAPTER 14 - HOUSING**

**ARTICLE IX – AFFORDABLE HOUSING DEVELOPMENT AUTHORITYBOARD**

**Sec. 14-700. - Purpose and intent.**

The requirements of this article are intended:

- (1) To promote the health, safety and general welfare of the People of the City of Jackson through the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing;
- (2) To stimulate the production and preservation of owner occupied, and non-owner occupied, housing available to low-income individuals or families;
- (3) To optimize benefits available to low- and moderate-income residents by incentivizing affordable residential housing projects; and

**Sec. 14-701. - Definitions.**

For purposes of this article, the following words and phrases shall have the meaning respectively ascribed to them by this section:

*Affordable* means, as generally defined by the U.S. Department of Housing and Urban Development, housing for which the occupants are paying no more than 30 percent of their income for gross housing costs, including utilities.

*Area Median Income* means the median family income for the Jackson Metropolitan Statistical Area, as published by the U.S. Bureau of Census and the U.S. Department of Housing and Urban Development.

AuthorityBoard means the Jackson Affordable Housing Development AuthorityBoard.

*Developer* means the legal or beneficial owner or the representative thereof, of a parcel of land proposed for inclusion in a development, including the holder of an option or contract to purchase who performs the functions necessary to obtain land control and financing to construct or rehabilitate a property and expects to assume the risks and rewards upon completion of the project but does not mean a governmental entity or a commercial lending institution other than a commercial lending institution affiliated with the developer.

*Development* means the division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any residential buildings, any use or change in use of any buildings or land, any extension of any use of land or any clearing, grading, excavation or other movement of land, for which permission may be required pursuant to Chapter 28 of this Code, *Zoning*.

*Fund* means the Jackson Affordable Housing ~~Trust~~ Fund established under Section 14-704 of this Code.

**Sec. 14-702. - ~~AuthorityBoard~~ created; purposes.**

- (a) There is hereby created an Affordable Housing Development ~~AuthorityBoard~~ to oversee and administer the City's Affordable Housing ~~Trust~~ Fund to provide for the preservation and development of affordable housing, and to make recommendations to the City Manager and City Council on programs, policies, ~~expenditures~~ and projects to create safe, dignified, and affordable housing options in the City of Jackson.
- (b) Resources of the local government shall be made available to assist the Affordable Housing Development ~~AuthorityBoard~~ in executing its duties, powers and responsibilities, and the Director of the Department of Neighborhood and Economic Operations shall assist the Affordable Housing Development ~~AuthorityBoard~~ in executing its obligations to the citizenry, consistent with any annual budgetary appropriations and the fund balance of the Affordable Housing ~~Trust~~ Fund.
- (c) It shall be the responsibility of the Department of Neighborhood and Economic Operations to provide professional staff assistance to the Affordable Housing Development ~~AuthorityBoard~~ in executing its operations. In addition, the city manager may provide additional staff assistance through the various departments of the ~~City~~ to the Affordable Housing Development ~~AuthorityBoard~~, as deemed necessary, in the gathering of information, development of and implementation of policies, programs, and projects which will preserve or develop more affordable housing options in the City.

**Sec. 14-703. - Composition.**

- (a) The Affordable Housing Development ~~AuthorityBoard~~ shall consist of five (5) members nominated by the ~~M~~mayor and approved by ~~C~~city ~~C~~ouncil, who shall be residents of Jackson County.

- (b) Members shall serve for five-year terms. In making appointments of members of the Affordable Housing Development AuthorityBoard, the Mmayor shall recommend, and Ceity Ceouncil shall appoint, persons who, insofar as possible, have experience and/or an interest addressing housing affordability, stability, and development needs within the City.
- (c) The terms of office of the first Affordable Housing Development AuthorityBoard members appointed hereunder shall be fixed by the Mmayor and Ceity Ceouncil so that the terms of two (2) members will be for one (1) year, two (2) members will be for three (3) years, and one (1) will be for five (5) years. After the initial AuthorityBoard is formed, all members thereafter will be appointed for five-year terms.
- (d) The Affordable Housing Development AuthorityBoard may appoint up to three (3) appointed ex-officio members to the AuthorityBoard for two-year terms, who shall be residents of Jackson County. Not less than one of the appointed ex-officios shall be an individual who has experiential understanding of housing instability. These ex-officio members shall be experienced and/or have interest in addressing housing affordability and development, and can serve as resource persons and/or serve on committees. The Affordable Housing Development AuthorityBoard shall also have the following three (3) statutory ex-officio members:
- (i) The City Manager, or their designee, shall be an ex-officio member of the AuthorityBoard and provide adequate support staffing to the AuthorityBoard.
  - (ii) The Executive Director of the Jackson Housing Commission shall be an ex-officio member of the Affordable Housing Development AuthorityBoard.
  - (iii) One (1) member of the Ceity Ceouncil shall be an ex-officio member of the Affordable Housing Development AuthorityBoard, who shall be appointed to said body in accordance with policies established by the Mmayor and Ceity Ceouncil.
- (e) The terms of office of the three appointed ex-officio members first appointed hereunder shall be fixed by the Mmayor and Ceity Ceouncil so that the terms of one (1) member will be for one (1) year, one (1) members will be for two (2) years, and one (1) will be for three (3) years. After the initial ex-officios are appointed, all ex-officio members thereafter will be appointed for two-year terms.
- (f) The members of the Affordable Housing Development AuthorityBoard shall elect by a majority vote of the total members of the Affordable Housing Development AuthorityBoard, officers consisting of a Chairman, Vice-Chairman, and Secretary.
- (g) The Affordable Housing Development AuthorityBoard may establish committees, as appropriate, to assist it relative to its powers and duties under the provisions of this article, provided that all recommendations to City Council shall be made by the AuthorityBoard and not by a committee of the AuthorityBoard.
- (h) The AuthorityBoard may, by majority vote of the members, appoint persons who are not members of the Affordable Housing Development AuthorityBoard to be members of such committees.

- (i) All members of the Affordable Housing Development ~~Authority Board~~ shall serve without compensation.
- (j) All ex-officio members have the right to participate in the proceedings of the ~~Authority Board~~, and shall have the right to vote.

**Sec. 14-704. - Jackson Affordable Housing ~~Trust~~ Fund.**

- (a) The City shall create a dedicated fund within the Department of Neighborhood and Economic Operations' budget deemed the Jackson Affordable Housing ~~Trust~~ Fund reserved for the deposit and expenditure of ~~moneys monies~~ pursuant to this section.
- (b) The purpose of the Fund is:
  - (1) To foster and promote the purpose and intent of this article;
  - (2) To prioritize the means by which funding for new residential housing projects addresses housing for those with the greatest economic need, being households earning up to 120 percent of the Area Median Income for owner occupied units and 60 percent of Area Median Income for non-owner occupied units;
  - (3) To increase accessibility to safe, dignified and affordable housing for those facing high housing costs;
  - (4) To prioritize permanent housing affordability and sustainability within the City; and
  - (5) To prioritize the preservation of existing affordable housing units.
- (c) In addition to any other revenue sources, the City's annual budget may contain an appropriation to the Fund. It is expected but not required that the annual appropriation will be not less than 30 percent of the net receipts of all publicly-owned, residential and commercial property sales during the previous fiscal year.
- (d) Unless specifically stated otherwise in the budget closing resolution, funds not expended within such appropriation during a given fiscal year shall remain in such appropriation and carry forward into the subsequent fiscal year to fund future affordable residential housing projects and other eligible activities.
- (e) Subject to approval of the City Council, the City may also accept and deposit into the Fund or subaccounts of the Fund donations and grants from private or public sources, subject to conditions of such grant, for use in accordance with the purpose of the Fund.
- (f) Agreements or contracts for the expenditures from the Fund shall be recommended authorized by majority vote of the Affordable Housing Development ~~Authority Board~~, subject to final approval by City Council.

- (g) The Director of the Department of Neighborhood and Economic Operations shall promulgate and publish on the City's website any administrative procedures necessary to ensure Fund ~~moneys~~monies are used to support affordable housing meeting the following criteria:
- (1) Funds shall be used to support housing opportunities for Jackson residents with income up to 120 percent of the Area Median Income for owner occupied units and 60 percent of Area Median Income for non-owner occupied units.
  - (2) Not less than 70 percent of Fund ~~moneys~~monies shall be allocated in areas that are located in areas of persistent poverty, as identified by the U.S. Census Bureau.
  - (3) Eligible activities include powers and duties expressly given to the Jackson Affordable Housing Development ~~Authority~~Board under Section 14-705 of this Article.

**Sec. 14-705. - Powers and duties.**

- (a) *Budget.* The Affordable Housing Development ~~Authority~~Board is authorized to ~~propose~~create an annual budget, approved by City Council, for the Jackson Affordable Housing ~~Trust~~ Fund and to administer those funds in carrying out the powers and duties of this Section.
- (b) *Study and Recommendations.* The Affordable Housing Development ~~Authority~~Board shall make (or seek from other sources) an ongoing study of the status and quality of affordable and accessible housing in the City of Jackson and shall make annual recommendations regarding actions to be taken by the City Council to improve the quantity and quality of affordable and accessible housing in the City of Jackson.
- (c) *Programs.* The Affordable Housing Development ~~Authority~~Board shall establish and provide funding as authorized by City Council, for a development loan program and a grant program. In addition, the ~~Authority~~Board is authorized to create, sponsor, fund, and promote such other and further programs and services as authorized by City Council, designed to develop and preserve affordable and accessible housing in the City of Jackson, including, but not limited to, education, consulting, and technical support.
- (i) *Loan Programs.* The ~~Authority~~Board is authorized to make low interest and no-interest loans to housing developers for the rehabilitation, modification, construction and preservation of affordable and accessible housing in the City of Jackson on projects approved by the Department of Neighborhood and Economic Operations, provided that all loans made hereunder shall be subject to final approval by City Council and contain land use restriction agreements that the units will be used for affordable and/or accessible housing for their entire useful economic life and all loans for new construction shall incorporate "universal design" standards to promote affordable and accessible housing for the disabled. The loan proceeds shall be disbursed by the Affordable Housing Development ~~Authority~~Board on approved eligible construction costs actually incurred and not for administrative project costs such as developer overhead, development fees or other expenses unless the developer is a nonprofit corporation.

(ii) *Grant Programs.* The Affordable Housing Development AuthorityBoard is authorized to make forgivable loans and grants to housing developers, property owners and tenants to promote the development and preservation of affordable and accessible housing in the City of Jackson, provided that all grants made hereunder shall be subject to final approval by City Council, and administered in a manner to promote neighborhood stabilization and shall contain, where appropriate, conditions such as reasonable restrictions on and provisions for the oversight of tenants and landlords. Projects eligible for grants include projects including, but not limited to:

- (a) modifications to accommodate people with disabilities;
- (b) lead-based paint abatement;
- (c) emergency home repair assistance;
- (d) temporary emergency services to prevent homelessness (including mortgage assistance, rent assistance, and utility assistance);
- (e) emergency and transitional housing; and
- (f) security deposit, utility deposit, down payment, and closing costs assistance; and
- (g) gap financing and predevelopment costs including but not limited to land acquisition and environmental remediation.

The grant proceeds shall be disbursed by the Affordable Housing Development AuthorityBoard on approved eligible construction costs actually incurred and not for administrative project costs such as development overhead, development fees or other expenses, unless the developer is a nonprofit corporation.

(d) *Support Services.* All loans and grants made hereunder may include provisions for support services where appropriate to promote the development and preservation of affordable and accessible housing in the City of Jackson. Further, funds may also be used to support housing navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services for those who suffer from housing insecurity. Finances may also be used to provide services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals.

(e) *Other Eligible Activities.* Eligible activities include, but are not limited to, enforcement of this article, creation and preservation of affordable housing units, compliance with standards for accessible design and other activities under the Americans with Disabilities Act, 42 USC 1201 *et seq.*, or similar state laws, administration and disbursement of grant funds for home repair, homelessness prevention, neighborhood revitalization, activities that develop and steward affordable housing, and any other activities consistent with this Article.

(f) *Application Review.* The Affordable Housing Development AuthorityBoard shall have the authority and duty to review applications made by agencies, commissions and other departments of the City of Jackson, except said agencies, commissions and other departments of the City of Jackson

cannot apply to the ~~AuthorityBoard~~ for any such affordable and accessible housing funds except to expand services or projects or provide new services or projects, or by private groups seeking funds in coordination and conjunction with such City agencies, commissions or departments, for federal, state and local funding in connection with projects designed to promote the preservation and development of affordable and accessible housing in the City of Jackson.

- (g) *Review Standards.* For the purposes of carrying out the provisions of this chapter, the Affordable Housing Development ~~AuthorityBoard~~ shall have the authority to establish written standards, rules and regulations for funds from the Affordable Housing ~~Trust~~ Fund ~~shall be made to~~ and for the benefit of households consistent with Section 14-704(g) of this code.
- (h) *Funding Restrictions and Preferences.* In addition to funding provisions of Section 14-704(g) the expenditures of the Affordable Housing ~~Trust~~ Fund are subject to the following restrictions:
- (i) *Contracting.* The recipient of any expenditure of funds from the Affordable Housing ~~Trust~~ Fund shall comply with responsible contracting standards set forth in Article IX of Chapter 5 of this Code.
  - (ii) *Health and Safety.* The recipient of any expenditure of funds from the Affordable Housing ~~Trust~~ Fund shall comply with all applicable federal, state and local laws relating to health and safety, including, but not limited to, housing codes, occupation safety codes, product codes and standards, and consumer safety.
  - (iii) *Anti-Discrimination.* The recipient of any expenditure of funds from the Affordable Housing ~~Trust~~ Fund shall comply with all applicable federal, state and local law relating to discrimination on the basis of race, national origin, sex, sexual orientation, gender identity, age or other ~~prohibited~~protected classifications pursuant to Article III of Chapter 15. The Affordable Housing Development ~~AuthorityBoard~~ may give preference to recommending the funding projects that require the use of thirty percent (30%) or more participation of minority business enterprises or disadvantaged business enterprises or that promote the employment opportunities of persons with low income or persons with disabilities.
  - (iv) *Environmental Impact.* The recipient of any expenditure of any funds from the Affordable Housing ~~Trust~~ Fund shall comply with all applicable federal, state and local laws relating to the environment. The Affordable Housing Development ~~AuthorityBoard~~ may give preference to recommending the funding of projects that exceed existing environmental requirements and standards or that incorporate energy efficient designs and materials.
  - (v) *Employment.* The recipient of any expenditure of any funds from the Affordable Housing ~~Trust~~ Fund shall comply with all applicable federal, state and local law relating to employment, including, but not limited to, minimum wage requirements, occupational safety, accident reporting requirements, etc. The Affordable Housing Development ~~AuthorityBoard~~ may recommend to give preference to funding projects that create employment opportunities for residents of low income neighborhoods and public housing complexes in the City of Jackson and may give preference to funding projects that pay a living wage of at least \$13.32 per hour plus benefits, indexed to inflation, to all persons employed on said project.

**Sec. 14-706. - Reporting requirements.**

The Director of Neighborhood and Economic Operations shall prepare and issue at the conclusion of the City's fiscal year a report setting forth the state of affordable housing in the City, describing the activities and functions of the Affordable Housing Development ~~Authority Board~~, summarizing the developments, programs, and services funded by the Affordable Housing Development ~~Authority Board~~, and setting forth the expenditures made by the Affordable Housing Development ~~Authority Board~~ from the Affordable Housing ~~Trust~~ Fund. The annual report shall also include an assessment evaluating the performance of various departments of the City of Jackson and other public agencies relating to the development and preservation of affordable and accessible housing in the City of Jackson.

**Sec. 14-707. - Severability.**

The terms, conditions, and provisions of this ordinance are hereby declared to be severable, and, should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, the City Council hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this ordinance.

**Sec. 14-708—14-750. - Reserved.**

**MEMO TO:** Honorable Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** November 23<sup>rd</sup>, 2021

**SUBJECT: Resolution-Amending the Rates for Housing Code Inspections and Registration**

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**Recommendation:** Approve the attached Resolution amending the rates for housing code inspections and registration rates of Non-Owner Occupied Residential Properties.

Your consideration and concurrence is appreciated.

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# DEPARTMENTAL REPORT

May 11, 2021

**MEMO TO:** Honorable Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** Council Meeting November 23<sup>rd</sup>, 2021

**RECOMMENDATION:** Approve a Resolution amending the housing code inspection rates and registration fees associated with the Non-Owner Occupied Residential Properties inspection program.

## SUMMARY

Attached is a Resolution amending the user fees necessary to recover the cost associated with the conduct of inspections and administrative support services to support the inspection process under the Chapter 14 Housing Code. Adoption of the amended fee schedule for cost charged for housing inspections would shift billing from an hourly rate back to a flat fee as was the practice at the City of Jackson for the years proceeding July 1, 2016, and is the practice of all communities that staff contacted while conducting research on other Michigan municipalities that have a housing inspection program. The Resolution also amends the fee schedule for the Non-Owner Occupied Residential Property Registry.

Additionally the Resolution would require inspection fees be paid prior to a scheduled inspection being conducted, otherwise an invoicing fee shall be charged. A fee is created for all development agreements that are a result of the enforcement of the Housing Code. The addition of a 14 day grace period after the expiration of the Residential Property Registry occurs. The Resolution amends the current late registration fee of five dollars per day per unit max of three times the registration fee and replaces the late registration fee with a \$50.00 flat fee, with no increase per number of units. This would be a significant reduction from the current fee for late registrations.

## BUDGETARY CONSIDERATIONS

July 1<sup>st</sup> 2016, City Council adopted a resolution that established a formula for an hourly inspection rate for the housing inspection program. Each year the hourly rate changes based upon the previous year's income and expenditures. This formula has caused a change in the hourly rate cost several times since adoption of the resolution.

According to the City Finance Department and Rehmann Auditors the current hourly rate per the March 29, 2021 fee analysis should be \$293.10 to cover expenditures for the services provided. The past two years Council has elected to freeze the hourly rate at \$255.00 per hour. The yearly hourly rate fluctuation is a concern for City Management and the Customers the Neighborhood and Economic Development Department serve as budgeting year to year for both parties can be problematic.

## HISTORY, BACKGROUND and DISCUSSION

The City of Jackson has had a property maintenance ordinance that dates back to at least 1977. Over the years different fees have been implemented with intent to defray a portion of the cost for operating the department responsible for conducting housing inspections. The majority cost for first 35 years of property maintenance/rental housing inspection were borne by the City's general fund. In 2012 the City Council passed a fee resolution that established a "user fee" that was meant to shift the cost of the service for inspections to the Investors engaged in providing a dwelling for others to reside. This same Resolution

established a registration fee. The flat rate user fee and registration fee were meant to more realistically defray the cost associated with funding the City's housing inspections program. In July of 2016 Council adopted an hourly rate resolution that uses an accounting formula that is meant to determine the inspection rate each year to further ensure inspection cost are covered. A yearly analysis is completed by the City's Finance Department to determine the hourly rate that should be implemented, these accounting figures are independently audited by Rhemann accounting services.

The change to hourly inspections had some negative aspects associated such as; tracking inspection hours has added more layers of administrative work both in the field and the office. Customers serviced by the Inspectors began to constantly complain about the hourly rate increases that have occurred since the hourly rate resolution was adopted. Code officers are routinely being pressured by investors to push faster through inspections to keep the billable cost down. The communication between the Inspectors and the customers has diminished, as the timed inspections have added a variable that is not conducive to constructive conversation regarding the condition of the structures being inspected and violations that are cited. This again is due to Inspectors being rushed through the inspection. With the safety of tenants being the primary concern of the inspection program it is paramount that Inspectors not be pressured to hastily conduct an inspection. All the additional staff time dedicated to answering question from Investors via phone and emails after an inspection is complete is not billed.

The past few years City Staff and City Council have worked diligently with landlords to make meaningful changes to the Housing Inspection Program. Most recently Council passed an ordinance that will change the inspection and registration cycle from 2 years to 3 years.

The Chief Building Official has allowed more latitude for Inspectors to work with Investors that are making progress working toward compliance with the Code. This has kept many would be failure to comply cases out of the Administrative Hearings Bureau process.

Inspector numbers were reduced from 6 to 5 during Covid to help curb cost. The number of Inspectors will remain at 5 when the 3 year cycle is implemented July 1<sup>st</sup>, 2022 as this number is needed to ensure staff can get through all the Non-Owner Occupied Units in 3 years.

Failure to pay inspection invoices has a significant impact on inspection cost, to help curb this problem the City has pursued Court action against many of the worst offenders to collect for the delinquent invoices.

In hopes of educating and assisting Investors with being compliant with the Code and passing inspections at the initial inspection, staff created a pre-inspection brochure as a guide. This brochure is mailed out to all Investors prior to the inspection date.

NEO often received complaints regarding the administrative paperwork associated with registering a property, therefore staff evaluated the multi- page registration form and reduced it to one page.

Currently the NEO Department has staff that invoices for inspections after the inspection service is performed which requires additional personnel time, mailing cost and supply cost. This billing process is unusual as most Building Departments typically receive payment prior services being conducted.

Pay first would reduce the administrative time associated with invoicing as an invoice could be sent out in the same envelope with the inspection notice, thus reducing administrative time, reduction of supplies associated with invoicing and a reduction in mailing cost. The addition of a \$15.00 invoicing fee for customers that do not pay prior to an inspection being conducted would cover the cost of additional administrative time associated with invoicing, office supply cost and mailing cost.

The 2018-2019 average inspection cost to an Investor that owns a single family structure that had an initial inspection, compliance inspection and registration cost was \$320.00 for two years or \$13.33 per month. Moving to a flat rate pre pay inspection fee as proposed in the attached Resolution with an initial inspection, one compliance inspection and registration cost for three years would be \$400.00 or \$11.11 per month, this cost is based upon \$340.00 inspection fee and \$60.00 registration fee.

Taking a six year snap shot (3 x 2 year inspection cycles vs 2 x 3 year inspection cycles) comparison of the current two year inspection cycle and the 2018-2019 inspection cost, the average cost to an Investor would be \$960.00, with the pending 3 year inspection cycle and proposed flat rate inspection fee along with the proposed registration fee, the cost would be \$800.00, this is an average cost savings of \$160.00 over 6 years.

Staff conducted a survey of 19 communities in Lower Michigan that have housing inspection programs. Based upon the hourly rate used by Jackson and comparing that rate with the flat rate fee of other communities, there were five communities that had a cost per month rate higher than Jackson when making program comparison as close as possible. When making the same comparisons with the projected flat rate pre pay fee and registration cost, nine of the same programs compared would have a higher cost if the same previously used variables are present. (2018-2019 cost were used due to more current fiscal years numbers being skewed due to Covid-19, such as layoffs and cancelled inspections that were not billed a lock out fee). Many of the communities surveyed continue to contribute general fund dollars to supplement housing inspection programs which reduces the overall cost to the Investor. I could not locate any other communities in Michigan that operate a housing inspection program using an hourly rate. To incentivize investors to be proactive in ensuring their property is compliant with the code at the initial inspection, staff recommends that \$75.00 of the inspection fee be refunded. (For all other fees see the attached inspection fee schedule).

A development agreement option was previously added to the ordinance with intent to provide additional time to investors needing to make repairs, and due to cost or scope of those repairs would require more than the 30 days-90 days compliance time allow by the Chapter 14 ordinance. When this portion of the ordinance was changed to provide for development agreements, the staff time associated with this function was not considered. To cover the cost associated with the staff time committed to development agreements a fee of \$120.00 is being proposed.

The hard deadline for the receipt of rental registrations has been problematic due to correspondence delivery delays by the US Postal Service. Furthermore it is difficult for staff to wade through the plethora of excuses presented by Investors for why registrations were received late. Having a grace period after the registration expiration date would help alleviate tension created when Investors realize a registration was received late by NEO. Staff recommends Council adopt a 14 day grace period allowance after the expiration of rental registrations to account for mail delays and human error delays on the part of the registrant.

Late registration tracking and correspondence preparation uses a lot of staff time and resources due to the number of reminder letters being sent prior to action being taken for failure to register a property. By streamlining the process for Administrative Hearing Bureau Action pertaining to fail to register cases, general administrative staff time can be reduced, which would allow for a cost reduction for failing to register a property. Staff recommends a \$50.00 late fee regardless of time that has elapse since the expiration occurred and the number of units present. The current late registration fee is five dollars per day per unit max of three times the registration fee. Under the existing resolution the cost for failing register a single family structure could cost up to \$160.00. Multi units with multiple building could cost much more.

## POSITIONS

Adopt the Resolution as proposed

ATTACHMENTS: Survey 19 communities' rental inspection programs, fee Resolution

Municipality	Insp Cycle	One time registration	Registration/Renwal	Initial Insp	1st Compliance Insp	Additional Insp
Birmingham	2 yr			125+40 per unit	75+25 per unit	
Royal Oak	2yr	125		25 per unit		
Ferndale	2yr		75-1 unit,200-2 unit	see rental bond		
Meridian	1yr	800	100		120	60
Pontiac	3yr	300		100 . Change of tenant		
Southfield	3yrs		300 reg + 40 app fee			50
Lansing	1-2 units 3yr. 3+ 2yr	400		215+25 per unit=240	Included	50,100,150
Westland	3yr				100	
Kalamazoo	1yr				165	
Saginaw	1yr		yearly		150	75
Melvindale	2yr		35+2 per unit over 2	180,unit.2 unit 250		150
Warren	2yr		200-1 unit. 300 multi			100
Flint	3yr	112	225			
Jackson proj	3yr		45 structure 15 per unit	340 Includes 2 insp	Included	140,165
Jackson	2yr		30+10 per unit	255 hr	255 hr	255hr
Hazel Park	2yr				300	
Oak Park	2yr			80	150 Included	60
Brighton	unk		30 first unit-10 after 1		100	
Taylor	3yr	50			200	
Trenton	Periodic			115	200 Included	50
East Lansing	1yr	1,550	240		165 Included	82

\* There are many variables that may affect overall cost regardless of the municipality. The average cost in column "J" is based upon a single family structure. Line 15, column "J" is the projected monthly cost for a single family structure that includes one compliance inspection and the registration.

Multi Unit	Multi Add Insp	Avg cost w/Reg & 1 comp insp single far Rental Bond
		200-2yr-8.33 per month cost
200 duplex		150-2yr-6.25 per month cost
		325-2yr-13.54 per month cost
		280-1yr-23.33 per month cost
120+3 per bedroom	60+ 3 per bedroom	300-3yr-8.33 per month cost
		340-3yr-9.44 per month cost
150+5 per unit		240-3yr-6.66 per month cost
150-2 unit,200 quad		100-3yr-2.77 per month cost
		165-1yr-13.75 per month cost
		150-1yr-12.50 per month cost
180+65 per unit		365-2yr-15.20 per month cost
		300-2yr-12.50 per month cost
300 two family		225-3yr-6.25 per month cost
See projection		400-3yr-11.11 per month cost
255hr		320-2yr-13.33 per month cost
300+100 per after 3		300-2yr-12.50 per month cost
		230-2yr-9.58 per month cost
90 per to 4 after 80		140-yrs unk
150 per unit		200-3yr-5.55 per month cost
Over 4,15per unit	Over 4, 25 per unit	315-periodic
		405-1yr-33.75 per month cost

250

with registration if required and 1 compliance inspection.

**A RESOLUTION AMENDING THE RATES FOR NON-OWNER OCCUPIED  
RESIDENTIAL PROPERTY HOUSING CODE INSPECTIONS AND REGISTRATION**

**BY THE CITY COUNCIL:**

**WHEREAS**, the City of Jackson currently conducts housing inspections of non-owner occupied residential properties pursuant to Chapter 14 of the Jackson Code of Ordinances and the Housing Law of Michigan, MCL §125.401, et seq.; and,

**WHEREAS**, the City of Jackson uses a formula to establish the hourly rate for housing inspections that is annually evaluated and set automatically by the Finance Department based upon the prior year's actual expenses and project program expenditures for the next fiscal year; and,

**WHEREAS**, prior to July of 2016, the City of Jackson used a flat user rate for housing inspections; and,

**WHEREAS**, the City of Jackson will return to flat user rate for inspections and shall modify the fees associated with non-owner occupied residential property registrations and for development agreements commencing with the 2022-2023 fiscal year; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Jackson shall establish a flat user rate for all housing inspections of non-owner occupied residential properties, commencing with the 2022-2023 fiscal year, as follows:

1. The fee for an initial housing inspection and ninety (90) day reinspection for a one unit property shall be \$340.00.
2. The fee for an initial housing inspection and ninety (90) day reinspection for a two unit property shall be \$640.00.
3. The fee for an initial housing inspection and ninety (90) day reinspection for a three or four unit property shall be \$100.00 plus \$255.00 per unit.
4. The fee for an initial housing inspection and ninety (90) day reinspection for a five to fifty unit property shall be \$100.00 plus \$230.00 per unit.
5. The fee for an initial housing inspection and ninety (90) day reinspection for a fifty-one to one hundred unit property shall be \$100.00 plus \$200.00 per unit.
6. The fee for an initial housing inspection and ninety (90) day reinspection for a one hundred and one or more unit property shall be \$100.00 plus \$150.00 per unit.
7. There shall be an additional fee of \$50.00 per building for any property that contains more than one building.

**IT IS ALSO RESOLVED** that if a non-owner occupied residential property is in compliance as of the initial inspection, the property owner shall be entitled to a refund of the pre-paid flat user rate in the amount of \$75.00 per unit.

**IT IS ALSO RESOLVED** that the flat user fee for any housing inspection other than the initial inspection or ninety (90) day reinspection shall be as follows:

1. The fee for a third inspection shall be \$140.00.
2. The fee for a fourth inspection or above shall be \$165.00.
3. The fee for an administrative hearing bureau compliance inspection shall be \$165.00.

**IT IS ALSO RESOLVED** that the fee for an inspection conducted under the authorization of an administrative search warrant shall be \$150.00, plus the applicable inspection fee.

**IT IS ALSO RESOLVED** that in the event that a property owner, agent, or occupant fails to appear and/or allow entry at the time of a properly scheduled and noticed inspection, the City of Jackson shall charge a fee of \$150.00.

**IT IS ALSO RESOLVED** that the inspection fee shall be due prior to the date of the housing inspection, and that in the event that payment is not received prior to the inspection date, a \$15.00 invoicing fee shall be assessed.

**IT IS ALSO RESOLVED** that the fee to register a non-owner occupied residential property under Chapter 14 of the City Code of Ordinances shall be \$45.00 per structure plus \$15.00 for each non-owner occupied unit within that dwelling.

**IT IS ALSO RESOLVED** that there shall be fourteen (14) day grace period for late registrations, and that after the lapse of the grace period, there shall be a late fee of \$50.00 for failure to register a non-owner occupied residential property.

**IT IS ALSO RESOLVED** that the fee to cover the costs associated with a development agreement shall be \$120.00.

**IT IS ALSO RESOLVED** that all of the above fees that are collected shall be retained by the Department of Neighborhood and Economic Operations to be used for the furtherance of the Economic Stabilization Program as adopted by the City of Jackson and no part of the funds derived from the above fees may be transferred to the general operating fund for any purpose.

\* \* \* \* \*

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

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

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

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Andrea Muray, City Clerk

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** November 23, 2021  
**SUBJECT:** **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for the addition of new streetlights on Carroll Avenue**

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**Recommendation:**

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

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, invoice, and plan sheet from Consumers Energy regarding the addition of new streetlights on Carroll Avenue.

I recommend adoption of the resolution for the change to the Standard Lighting Contract for streetlights with Consumers Energy to allow for the installation of the streetlights on Carroll Avenue, and authorization for associated form execution and invoice payment. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** November 23, 2021

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

### SUMMARY

The City has requested that Consumers Energy install three (3) new streetlights on Carroll Avenue. Attached is an Authorization for Change in Standard Lighting Contract form, a Resolution for City Council Adoption, an invoice for \$300 and additional information from Consumers.

### BUDGETARY CONSIDERATIONS

The estimated installation charge for the new streetlights is \$300.

### HISTORY, BACKGROUND and DISCUSSION

Industrial Steel Treating (IST) has lighting on their building along McKay Street and the City has streetlights by Consumers Energy on Carroll Avenue. IST requested additional lighting along Carroll Avenue. This request was forwarded to Consumers Energy who then provided the attached authorization, resolution and invoice documents as well as the design for the installation of the streetlights.

### DISCUSSION OF THE ISSUE

The City of Jackson is responsible for the streetlight system within the City. The City contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods.

### POSITIONS

I request approval of the attached Resolution for Changes to the Standard Lighting Contract for streetlights with Consumers Energy and authorization for the Interim City Manager and City Clerk to execute the appropriate documents.

---

### ATTACHMENTS



**AUTHORIZATION FOR CHANGE IN  
STANDARD LIGHTING CONTRACT  
(COMPANY-OWNED) FORM 547**

Contract Number: 103033105687

Consumers Energy Company is authorized as of \_\_\_\_\_, by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

Lighting Type:

General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):

1059700622

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

City of JACKSON

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

Its

\_\_\_\_\_  
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

**RESOLUTION**

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated \_\_\_\_\_,

heretofore submitted to and considered by this  commission  council  board ;and

RESOLVED, further, that the \_\_\_\_\_ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN  
COUNTY OF Jackson

I, \_\_\_\_\_, Clerk of the City of JACKSON, do hereby certify that the foregoing resolution was duly adopted by the  commission  council  board of said municipality, at the meeting held on \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Municipal Customer Type: City



Count on Us

A CMS Energy Company

**CEM Support Center**

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

November 4, 2021

NOTIFICATION #:  
1059700622

CITY OF JACKSON  
908 W WASHINGTON AVE  
JACKSON, MI 49203-1628

REFERENCE: 613 CARROLL AVE, JACKSON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

\$ -

Installation Charge:

\$ 300.00

Additional Costs

**Total Estimated Cost:**

\$ 300.00

Less Prepayment Received:

\$ -

**Total Estimated Cost Due:**

\$ 300.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: [POBoxCEServiceRequest@cmsenergy.com](mailto:POBoxCEServiceRequest@cmsenergy.com). Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Kristen Greenwood at (844) 316-9537



CITY OF JACKSON  
161 W MICHIGAN AVE  
JACKSON MI 49201-1315

**Amount Due: \$300.00**  
**Please pay by: November 18, 2021**

▶ Invoice Number	9321732949
PO Number	
PO Date	
Bill Date	11/04/21

▶ **Account: 3000 1906 4587** ◀

▶ 613 CARROLL AVE JACKSON - ELECTRIC UTILITY INSTALLATION - NOTIFICATION NUMBER (s): 1059700622 -

### NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	3.0 EA	\$100.00	\$300.00
<b>TOTAL DUE:</b>			<b>\$300.00</b>

**See Page 2 for Payment Options.**  
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

**INVOICE QUESTIONS - Contact: Kristen Greenwood -(844) 316-9537 -**

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY  
CEM Support Ctr - Lansing RM 122  
PO Box 30162  
Lansing, MI 48909-7662

PREPAYMENT REQUEST

**Account: 3000 1906 4587**

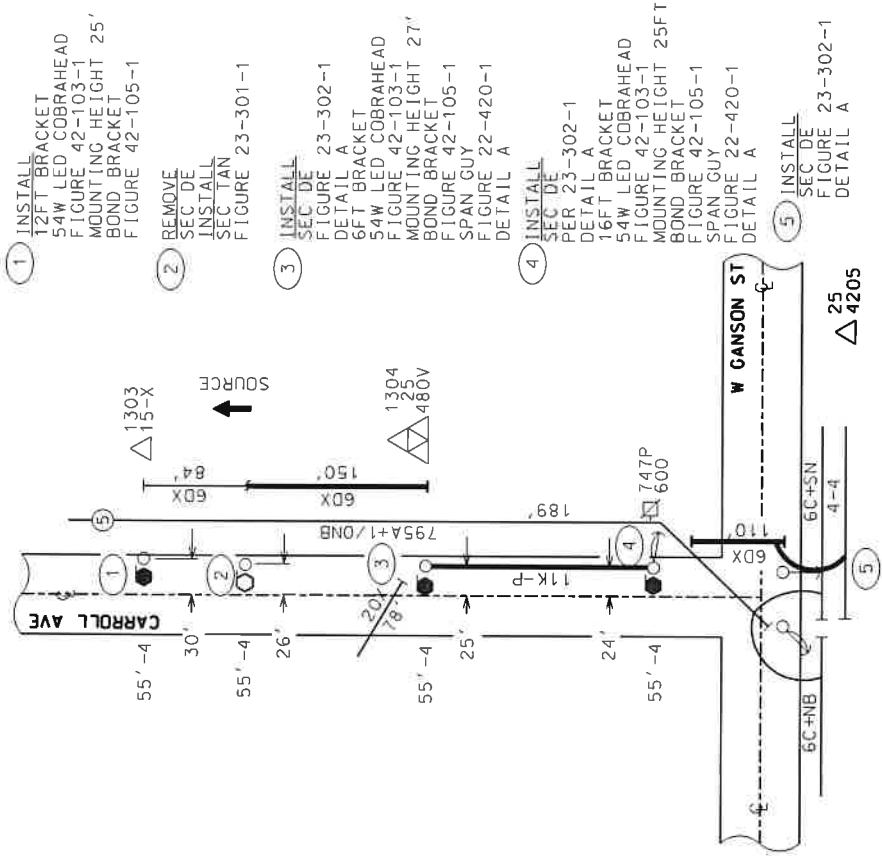
**Amount Due: \$300.00**  
**Please pay by: November 18, 2021**  
▶ **Enclosed:**

6 330031060358 000000300004 0000 2056 4 300019064587 H

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
3	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	613 CARROLL AVE JACKSON

MP



- 1 INSTALL  
12FT BRACKET  
54W LED COBRAHEAD  
FIGURE 42-103-1  
MOUNTING HEIGHT 25'  
BOND BRACKET  
FIGURE 42-105-1
- 2 REMOVE  
SEC DE  
INSTALL  
SEC TAN  
FIGURE 23-301-1
- 3 INSTALL  
SEC DE  
FIGURE 23-302-1  
DETAIL A  
6FT BRACKET  
54W LED COBRAHEAD  
FIGURE 42-103-1  
MOUNTING HEIGHT 27'  
BOND BRACKET  
FIGURE 42-105-1  
SPAN GUY  
FIGURE 22-420-1  
DETAIL A
- 4 INSTALL  
SEC DE  
PER 23-302-1  
DETAIL A  
16FT BRACKET  
54W LED COBRAHEAD  
FIGURE 42-103-1  
MOUNTING HEIGHT 25FT  
BOND BRACKET  
FIGURE 42-105-1  
SPAN GUY  
FIGURE 22-420-1  
DETAIL A
- 5 INSTALL  
SEC DE  
FIGURE 23-302-1  
DETAIL A

SUBSTATION		WD NO.	JOB PURPOSE:		CITY REQUESTED		CONSUMERS ENERGY CONTACTS		
CARROLL		0688	STREETLIGHT		JACKSON		CD BLACKMAN TWP T 02S R 01W SEC. 33		
CIRCUIT	LCP NO.	DMMS	613 CARROLL AVE. JACKSON - ECNC STL		UPSTREAM PROTECTIVE DEVICE:		DEPARTMENT		
CARROLL	0730	5201331303	CM NO. 100006625003		222-053		NAME NUMBER		
	CE STAKING REQ'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ORDER TYPE	NOTIFICATION NUMBER	LOCATION:		COORDINATOR DESIGNER		
	FORESTRY REQ'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ECNC STL	1059700622	CARROLL AVE. IN FRONT OF SUBSTATION		MILSTEIN GREENWOOD 0269-986-1352 EODIE HARE 511-262-1413		
SHEET B		SHEET 1 OF 1	SCALE 1"=100'						

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** November 23<sup>rd</sup>, 2021

**SUBJECT:** Approve the sale of City owned property located at 1220 Williams St, for \$ 15,000.

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**Recommendation:** Approve the sale of City owned property located at 1220 Williams Street , to Enrique Galves and Alioski Munoz for \$15,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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Attachments: Purchase agreement, cost calculation and Real Estate Net sheet.

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of NEO

**DATE:** November 23<sup>rd</sup>, 2021

**RECOMMENDATION:** Approve the sale of City owned property located at 1220 Williams St for \$15,000.

## SUMMARY

The City of Jackson owns real property located at 1220 Williams St. Property was placed on the MLS by Real Estate Agent Rich Cook. On October 18<sup>th</sup> 2021 an offer of \$15,000 was submitted to purchase the property from Enrique Galves and Alioski Munoz. According to the offer to purchase, closing date is set to take place on or before December 15<sup>th</sup>, 2021.

## BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, tax chargeback, personnel, maintenance, open receivables and real estate cost/fees \$10,921.55. Sale price \$15,000. Net remaining to be transferred into the City's General Tax Account is \$4,078.45. Upon sale the property will be placed back on the tax roll.

## HISTORY, BACKGROUND and DISCUSSION

Property located at 1220 Williams St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On October 15<sup>th</sup>, 2021 Real Estate Agent Nadia Chase of Howard Hanna Realty assisted the buyers Enrique Galves and Alioski Munoz of 1037 Maple St Jackson Mi, with submitting an offer to purchase 1220 Williams St from the City of Jackson for the amount of \$15,000. Should Council agree to accept the bid amount, the closing is set on or before December 15<sup>th</sup>, 2021. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable.

## POSITIONS

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**ATTACHMENTS:** Purchase agreement, cost calculation and Real Estate Net sheet.

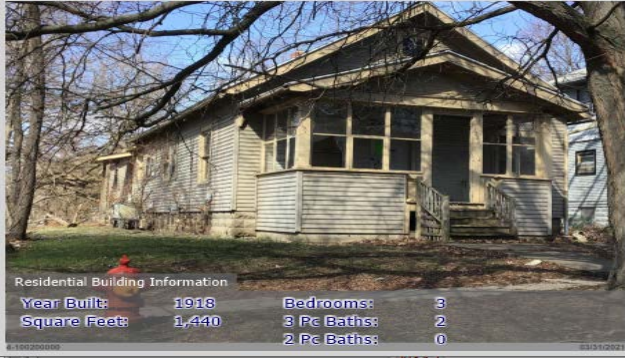
# 1220 WILLIAMS ST.

PIN# 4-100200000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)

Record Card Image For: 4-100200000

Date: 3/31/2021



**Residential Building Information**

Year Built:	1918	Bedrooms:	3
Square Feet:	1,440	3 Pc Baths:	2
		2 Pc Baths:	0

**Ready to List /**  
Closing Date

8.25.21

Listing Price	\$	15,000.00
Est. Project Cost *	\$	10,921.56
<b>Net Sale</b>	<b>\$</b>	<b>4,078.45</b>

Contracts	Cost	Pd to Date	Remaining Balance
Johnny's Tree Services Tree/Brush Clean-up	N/A \$ -	\$ -	\$ -
Mohawk Clean-up Services      Inv#210	Pd 10.8.21 \$ 2,200.00	\$ -	\$ 2,200.00 \$ -
<b>Subtotal      Contract Amount(s)</b>	<b>\$ 2,200.00</b>	<b>\$ -</b>	<b>\$ 2,200.00</b>

Additional Project Cost	Cost	Pd to Date	Remaining Balance
Consumers - Acct      N/A	\$ -	\$ -	\$ -
Water >			
Meter Replace      N/A	\$ -	\$ -	\$ -
Billing #1      N/A	\$ -	\$ -	\$ -
Procurement Card      Hammon Hardward      Entry Lock (pd 6.8.21)	\$ 15.00	\$ 15.00	\$ -
<b>Contingency</b>	<b>\$ 500.00</b>	<b>\$ -</b>	<b>\$ 500.00</b>
Miscellaneous	\$ -	\$ -	\$ -
<b>City Employee(s) Hrs.</b>	<b>Hrly Rate</b>	<b># of Hrs.</b>	
Brian Taylor	\$ 67.52	3.00	\$ 202.56
Sven Harrison	\$ 50.40	2.00	\$ 100.80
Mark Fish	\$ 63.77	N/A	\$ -
Kim Randell	\$ 50.05	N/A	\$ -
Sindy Foster	\$ 41.65	0.50	\$ 20.83
Shannon Williams	\$ 47.96	1.00	\$ 47.96
Shane LaPorte	\$ 75.19	1.00	\$ 75.19
County Tax Foreclosure / Chargeback Cost (Ward 1 - YR2019) Estimated	\$ 1,859.67	\$ 1,859.67	\$ -
Taxes      Summer 2021      N/A	\$ -	\$ -	\$ -
Special Assessment      2021      N/A	\$ -	\$ -	\$ -
Open Receivables      Multipole      Verified in Building.net 8.19.21	\$ 2,899.55	\$ -	\$ 2,899.55
Open Utility      \$0.00 balance      Verified in Building.net 8.19.21	\$ -	\$ -	\$ -
Open DPW Invoices/Misc Receivables      \$0.00 balance      Verified in Building.net 8.19.21	\$ -	\$ -	\$ -
Net Real Estate Fees      est.	<b>\$ 3,000.00</b>	\$ -	\$ 3,000.00
<b>Subtotal      Additional Cost</b>	<b>\$ 8,721.56</b>	<b>\$ 2,322.01</b>	<b>\$ 6,399.55</b>

	Cost	Pd to Date	Remaining Balance Still Outstanding
<b>Total Project Cost</b>	<b>\$ 10,921.56</b>	<b>\$ 2,322.01</b>	<b>\$ 8,599.55</b>



# REARDON REALTY

Property Address: 1220 Williams Street

Date: \_\_\_\_\_

Seller Name(s): \_\_\_\_\_

	Debit	Credit
Sale Price		<u>15000</u>
Brokerage Fee	<u>2000</u>	
Transfer Tax	<u>129</u>	
Tax Proration (Approximate)	<u>0</u>	
Title Insurance	<u>425</u>	
Home Warranty	_____	
Well & Septic	_____	
Transaction Fee	_____	
Pest Inspection	_____	
Wire Fees	_____	
Doc. Preparation (Deed)	<u>50</u>	
Seller's Concession	_____	
<u>american title</u>	<u>150</u>	_____
_____	_____	_____
_____	_____	_____
Subtotal	<u>2754</u>	<u>15000</u>
Net Credit/Debit	<u>12246</u>	
Less Mortgage Balance	_____	
Total Net To Sellers	<b>12246</b>	

\*These figures are estimates only, and subject to change.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

**SALES CONTRACT**

Property Address 1220 Williams St, Jackson, MI 49203-3135

Listing Office: ERA REARDON REALTY  
Office License #: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Listing Agent: RICH E COOK  
Listing Agent License #: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: cook087@msn.com

Selling Office: Howard Hanna - Jackson Office  
Office License #: \_\_\_\_\_  
Phone: 517-787-9800  
Selling Agent: Nadia Chase  
Selling Agent License #: \_\_\_\_\_  
Phone: 517-787-9800  
Email: nadiachase@howardhanna.com

Seller's Agent  Dual Agent  Transaction Coordinator

Seller's Agent  Buyer's Agent  Dual Agent  Transaction Coordinator

1. **THIS** offer made 10/18/2021 between (Buyer) Enrique Galvez, Alioski Munoz specify marital/legal status: Single man. Address 1037 Maple Ave and Seller City of Jackson

2. **FOR** the purchase of the property commonly known as 1220 Williams St City Jackson Zip 49203-3135 or described as 1220 Williams St located in the city of Jackson, County of Jackson, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.

Exceptions  Additions: \_\_\_\_\_

3. **PURCHASE PRICE** ten thousand Dollars \$ 10,000

4. **PERSONAL PROPERTY** - The sale price includes items of personal property as follows: \_\_\_\_\_

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

**CASH:** The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

**NEW MORTGAGE:** The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a \_\_\_\_\_ type mortgage for no less than \_\_\_\_\_ years, with a minimum down payment of \_\_\_\_\_ % of the purchase price at no more than \_\_\_\_\_ % interest per annum. Buyer will supply to Seller a pre-qualification letter within \_\_\_\_\_ calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within \_\_\_\_\_ days of the date of this acceptance.

**LAND CONTRACT:** \$ \_\_\_\_\_ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of \$ \_\_\_\_\_ or more. Interest at \_\_\_\_\_ % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than \_\_\_\_\_ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment  will  will not include taxes and insurance in the monthly payment. Said Contract  will  will not have a due on sale clause. **BUYER**  does  does not request a land contract memo at the Buyer's expense. Additional terms \_\_\_\_\_

6. **SELLER CONCESSIONS:**  NO Seller Concessions  Seller Concessions: Seller to pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.

7. **HOME SALE CONTINGENCY** This agreement is contingent upon:  NONE

SALE AND CLOSE OF  CLOSE OF: \_\_\_\_\_ ADDRESS \_\_\_\_\_

8. **EARNEST MONEY** Buyer herewith deposits \$ 500.00 in the form of check as earnest money to be held by Howard Hanna as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties. Upon acceptance.



Buyer initials

EG

Buyer initials

AM

Seller initials

\_\_\_\_\_

Seller initials

Rev 06/2021



**SALES CONTRACT**

Property Address 1220 Williams St, Jackson, MI 49203-3135

9. **FORM** of Conveyance:

- A. Seller shall convey and transfer, by  Warranty Deed or  Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
- B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

10. **CLOSE OF SALE:** Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before November 8, 2021.

11. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing.

Seller will escrow the sum of \$ 150.00 for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

12. **POSSESSION:** Seller will maintain the property in it's present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any:  Immediate Possession at Time of Closing

At \_\_\_\_\_ a.m.  p.m.  on the \_\_\_\_\_ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$ \_\_\_\_\_ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.

Exceptions: \_\_\_\_\_

13. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. If the current PRE is 0% and buyer's taxes will be adjusted based on 100% PRE in the same CALENDAR year as close, then taxes will be prorated based on 100%. **EXCEPT**, if taxes are unallocated as to the parcel being sold, Allocation to be determined prior to close.

14. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

15. **ACKNOWLEDGEMENT OF DISCLOSURES:**

**Lead Based Paint:** (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on \_\_\_\_\_, the terms of which shall be part of this agreement.

Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Seller's Disclosure:**

Buyer acknowledges that a Seller's Disclosure statement dated \_\_\_\_\_ has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq.*, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

16. **HOME WARRANTY**

Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by \_\_\_\_\_ at \_\_\_\_\_ expense.  Buyer waives Home Warranty.



Buyer initials EG

Buyer initials AM

Seller initials \_\_\_\_\_

Seller initials \_\_\_\_\_

Rev 06/2021



**SALES CONTRACT**

Property Address 1220 Williams St, Jackson, MI 49203-3135

17. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement. The inspection(s) do not create a list of repairs for the Seller to correct. The negotiated price fairly reflects the present "AS-IS" condition of the property.

This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept, negotiate, or refuse to accept the proposed revisions in writing. Seller's failure to respond within the 5 day period constitutes a rejection of the proposed revision. If Seller agrees to the revision, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed revisions, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond in writing to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

18. **WELL AND SEPTIC INSPECTIONS - CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:**

**Connected to community water**  **Connected to community sewer**

Buyer  Seller to furnish a written report stating that the water is potable.  
 by a certified inspector.

Buyer  Seller to furnish a written report stating that the well system is in good working order.  
 by a certified inspector.

Buyer  Seller to furnish a written report stating that the septic system is in good working order.  
 by a certified inspector.

Buyer waives water/well/septic inspection.

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

19. **WOOD DESTROYING INSECT INSPECTION:**  Buyer  Seller  Buyer waives wood destroying insect inspection - shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

**Mortgage Report** - Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's lender only if required by lender. This report shall identify any buildings and improvements on the property as described with no boundary lines established.

**Property Improvement Report** - Buyer shall furnish at Buyer's expense a current property improvement report certified to the Buyer. This report shall identify any buildings and improvements on the property as described with no boundary lines established. (This document can be utilized in situations where the lender does not require a mortgage certificate.)

**Boundary (Stake) Survey** -  Buyer  Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

Buyer waives stake survey, mortgage report and property improvement report.

21. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.



Buyer initials

EG

Buyer initials

AM

Seller initials

Seller initials

Rev 06/2021



**SALES CONTRACT**

Property Address 1220 Williams St, Jackson, MI 49203-3135

23. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

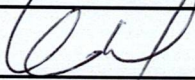
Buyer \_\_\_\_\_ Seller \_\_\_\_\_

24. **OTHER PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

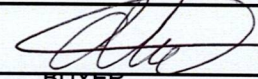
26. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

27. Buyer gives the Seller until 06:00  AM  PM 10/20/2021, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.



Enrique Galvez

Print Buyer's Legal Name



BUYER

Alioski Munoz

Print Buyer's Legal Name

10/18/2021

28. **Seller's Response:**

ACCEPT  REJECT  EXCEPT AS FOLLOWS

Price to be 15000\$. no tax proration, no water escrow, sale by quit claim deed only, close by November 30, 2021

and Seller gives the Buyer until \_\_\_\_\_  AM  PM \_\_\_\_\_, to accept any changes. Receipt is acknowledged by Seller \_\_\_\_\_

\_\_\_\_\_  
SELLER

SELLER

SELLER MARITAL STATUS

City of Jackson

29. **Buyer's Receipt and Acceptance of Changes:**

\_\_\_\_\_  AM  PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance was subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

ACCEPT/ACKNOWLEDGEMENT  REJECT  EXCEPT: SEE ADDENDUM: \_\_\_\_\_

BUYER

Enrique Galvez

BUYER

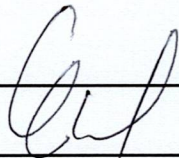
Alioski Munoz

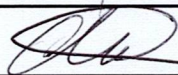
DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS®. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS® is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.



# 1220 Williams St.- City Home Sale

- Building/Electrical/Mechanical/Plumbing permits will be required
  - Repair/seal coat existing asphalt driveway
  - Replace damaged private sidewalks
  - Remove heaved sidewalk section between street curb and City sidewalk
  - Replace damaged or heaved City sidewalk sections
  - Repair/level/restore surrounding yard areas and remove all overgrowth surrounding home and rear yard
  - Repair bowing S retaining wall
  - Tuck point foundation as needed
  - Strip and replace roofing
  - Repair all soffit/fascia
  - Repair gutters and downspouts
  - Repair/replace broken windows and doors and refinish remaining windows/storms/screens
  - Repair front wooden stairs
  - Replace electrical service/restore to single service and repair interior existing wiring and any new electrical fixture installations in accordance with Michigan Residential Code 2015
  - Repair/refinish interior first floor walls/ceilings/floors/kitchens and baths
  - Install smoke detectors and carbon monoxide detectors per code
  - Add additional supports below center basement beam previously removed
  - Install new hot water heater and replace furnace or have furnace serviced and certified by a licensed mechanical contractor
- 
- Occupancy of home prohibited until all work completed and all permits have been approved by City of Jackson Building Dept.

  
\_\_\_\_\_

  
\_\_\_\_\_



# Seller's Disclosure Statement

Property address: 1220 Williams Street, Jackson, MI 49203  
Street

MICHIGAN  
City, Village, or Township

**Purpose of Statement:** This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

**Seller's Disclosure:** The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

**Instructions to the Seller:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

**Appliances/Systems/Services:** The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water softener/ conditioner .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hood/fan .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Furnace .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

**Property conditions, improvements & additional information:**

1. **Basement/Crawlspace:** Has there been evidence of water? ..... yes  no   
If yes, please explain: \_\_\_\_\_

2. **Insulation:** Describe if known: \_\_\_\_\_  
Urea Formaldehyde Foam Insulation (UFFI) is installed? ..... unknown  yes  no

3. **Roof:** Leaks? ..... yes  no   
Approximate age if known: \_\_\_\_\_

4. **Well:** Type of well (depth/diameter, age and repair history, if known): \_\_\_\_\_  
Has the water been tested? ..... yes  no   
If yes, date of last report/results: \_\_\_\_\_

5. **Septic tanks/drain fields:** Condition if known: \_\_\_\_\_

6. **Heating system:** Type/approximate age: \_\_\_\_\_

BUYERS INITIALS EG AM  
SELLERS INITIALS JM

Property address: 1220 Williams Street, Jackson, MI 49203

MICHIGAN

City, Village, or Township

7. Plumbing system: Type: copper  galvanized  other

Any known problems? \_\_\_\_\_

8. Electrical system: Any known problems? \_\_\_\_\_

9. History of infestation, if any: (termites, carpenter ants, etc.) \_\_\_\_\_

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

unknown  yes  no

If yes, please explain: \_\_\_\_\_

11. Flood Insurance: Do you have flood insurance on the property? unknown  yes  no

12. Mineral Rights: Do you own the mineral rights? unknown  yes  no

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?
2. Any encroachments, easements, zoning violations or nonconforming uses?
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property?
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?
5. Settling, flooding, drainage, structural, or grading problems?
6. Major damage to the property from fire, wind, floods, or landslides?
7. Any underground storage tanks?
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc?
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
10. Any outstanding municipal assessments or fees?
11. Any pending litigation that could affect the property or the Seller's right to convey the property?

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: seller has no knowledge of the property

The Seller has lived in the residence on the property from \_\_\_\_\_ (date) to \_\_\_\_\_ (date).

The Seller has owned the property since \_\_\_\_\_ (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller [Signature]
Seller [Signature]

Date 10/13/21
Date

Buyer has read and acknowledges receipt of this statement.

Buyer [Signature]
Buyer [Signature]

Date \_\_\_\_\_ Time \_\_\_\_\_
Date \_\_\_\_\_ Time \_\_\_\_\_

Disclaimer. This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of for warranties made in connection with the form.

# LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

## Lead Warning Statement

Property Address: 1220 Williams Street, Jackson, MI 49203

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### 1. Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based pain and/or lead-based paint hazards are present in the housing (explain):


Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

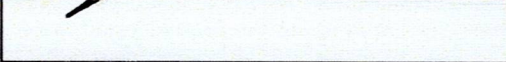
(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):


Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 11/13/21  (seller)

Date: \_\_\_\_\_  (seller)

### II. Agent's Acknowledgment (initial)

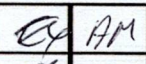
 Agent has informed the seller of the seller's obligation under 42 U.X.C. 4852 d and is aware of his/her responsibility to ensure compliance.

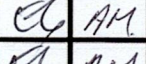
Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

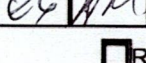
Date: \_\_\_\_\_ Agent: Richard Cook 

dotloop verified  
10/11/21 10:02 PM EDT  
8ADO-30NS-YR6Q-NTF1

### III. Purchaser's Acknowledgment (initial)

 (a) Purchaser has received copies of all information listed above.

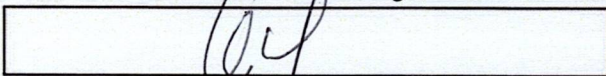

 (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

 (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s)  

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.



# Exclusive Buyer Agency Contract



Broker: **Howard Hanna** ("Broker"), Broker's Address **2131 Ferguson, Ste 116, Jackson, MI 49203**

Client: **Enrique Galvez , Alioski Munoz** ("Client"),

Client's Address: **1037 Maple Ave, Jackson, MI 49203-3148**

- PURPOSE:** Client has employed the services of Howard Hanna as Client's exclusive agent to assist Client in purchasing real estate.
- CLIENT ACKNOWLEDGES:** Howard Hanna is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Client should contact professionals on these matters.
- TERM/CANCELLATION:** This Agreement is entered into on October 18, 2021. This Agreement shall expire on April 18, 2022. This Agreement may be canceled only by the mutual consent of the parties in writing.
- COMPENSATION:** Unless otherwise agreed to in writing, the commissions to be paid Howard Hanna shall consist of \$295.00 to be paid by Client and a share of the commission being paid by the Seller or the Listing Broker when the sale is closed.
- CONFIDENTIAL INFORMATION:** Broker will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship.
- DESIGNATED AGENT:** Howard Hanna and Buyer hereby designate Nadia Chase as the Client's designated agent(s). The Client shall have an agency relationship with ONLY Howard Hanna, the designated agent (s) named above, and the following supervisory broker(s): Meleeah Hall. If a potential seller is represented by a designated agent within Howard Hanna other than the designated agent(s) named above, Howard Hanna and all supervisory broker(s) shall automatically be deemed disclosed consensual dual agents. Dual agency shall not include the situation where the seller of property in which Buyer is interested is represented by a designated agent within Howard Hanna that does not have an agency relationship with Buyer.
- CONFLICT OF INTEREST (PURCHASERS):** Client acknowledges that Howard Hanna and its agents may represent other clients or customers desirous of purchasing property similar to the desired property. Client acknowledges and agrees that Broker may show more than one client or customer the same property, and may prepare offers on the same property for more than one client or customer.
- CONFLICT OF INTEREST (SELLERS):** In the event Client elects to make a bona fide offer on real property listed by the buyer's designated agent, this agent shall act as disclosed dual agent of both Client and the owner of the real property listed by this agent pursuant to a written agreement between Howard Hanna, Client and the owner of the listed real property.
- NON-DISCRIMINATION:** It is agreed by Howard Hanna and Client, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height or weight by said parties in respect to the purchase of the desired property is prohibited.
- OTHER:** \_\_\_\_\_
- ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
- RECEIPT:** Client has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

**BROKER:**  
Howard Hanna

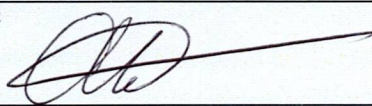
\_\_\_\_\_  
Agent  
**Nadia Chase**

\_\_\_\_\_  
Manager/Broker

Date: \_\_\_\_\_

**CLIENT:**

  
\_\_\_\_\_  
**Enrique Galvez**

  
\_\_\_\_\_  
**Alioski Munoz**

Date: \_\_\_\_\_

ARC 6/2019

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** November 23, 2021  
**SUBJECT:** **Quit Claim Deed to Transfer of Portions of Road Rights of Way  
Sparks Foundation Park to County of Jackson**

---

**Recommendation:**

**Approve the Quit Claim Deed to Transfer of Portions of Road Rights of Way around the Sparks Foundation Park to County of Jackson and Authorization for the Mayor and City Clerk to Execute the Appropriate Document**

Attached is a report from Jon Dowling, City Engineer regarding the above referenced Quit Claim Deed.

I recommend approval of the Quit Claim Deed. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

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

**DATE:** November 23, 2021

**RECOMMENDATION:** **Approve the Quit Claim Deed to Transfer of Portions of Road Rights of Way around the Sparks Foundation Park to County of Jackson and Authorization for the Mayor and City Clerk to Execute the Appropriate Document**

### SUMMARY

A Quit Claim Deed is needed to transfer portions of the road rights of way around the Sparks Foundation Park on Randolph Street, Brown Street, Denton Road and Kibby Road to Jackson County.

### BUDGETARY CONSIDERATIONS

No impact at this time.

### HISTORY, BACKGROUND and DISCUSSION

The Cascade Falls were constructed from October 1931 to May 1932. The boulevard roadways are in the aerial photo for the roads of Randolph Street from High Street to Brown Street, Brown from Randolph to Denton Road, Denton from Brown to Kibby Road and Kibby from Denton to West Avenue. Brown was reconstructed in 1978 with the boulevard extended to High. Kibby was reconstructed in 1978 with the boulevard extended to the City limits. In 2018, Kibby was reconstructed as a two-lane roadway on the south half of the boulevard from the City limits to West Avenue. Denton from the bridge over the pond to Kibby was also reconstructed as a two-lane roadway in 2018 with a parking lot for the County park constructed in the north part of the Denton right of way. Also, a non-motorized path was constructed on the north part of Kibby from Denton to the City limits. In 2021, modifications are being made to both Randolph and Brown to eliminate half of the roadway. The final phase on Denton is scheduled to be completed in Spring 2022. The County has plans to construct parking in a portion of Randolph.

### DISCUSSION OF THE ISSUE

Since the City has reduced the roadways in the park to two lanes and the County has parking and non-motorized facilities in the rights of way, a Quit Claim Deed has been prepared to turn ownership of part of the rights of way over to the County.

### POSITIONS

It is the recommendation of Engineering that the Quit Claim Deed be approved and the Mayor and City Clerk be authorized to execute the appropriate document. If you have any questions please don't hesitate to contact me.

JHD/ss

**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS that The City of Jackson, Michigan  
whose address is 161 W Michigan Avenue, Jackson, MI 49201

Quit Claim(s) to the Jackson County, Michigan a public body corporate, whose street number  
and address is 120 W Michigan Ave, Jackson, MI 49201 the following described parcel of land situated in:

SEE EXHIBIT ATTACHED

Part of Sidwell Numbers 3-314800000, 3-315600000, 3-316600000

The City of Jackson reserves an easement over the quit claimed area to maintain  
existing and future public utilities.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or  
in anywise appertaining, for the sum of one dollar (\$ 1.00).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ CITY OF JACKSON

By: \_\_\_\_\_ (L.S.) By: \_\_\_\_\_ (L.S.)

\* Derek Dobies

\* Andrea Muray

Its: Mayor

Its: Clerk

\* Please print or type in **BLACK INK** name beneath signature.

*COUNTY OF JACKSON*)

) SS

*STATE OF MICHIGAN* )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_

\_\_\_\_\_.

Notary Public: \_\_\_\_\_

\* \_\_\_\_\_

My commission expires: \_\_\_\_\_

Jackson County, Michigan

Acting in the County of Jackson

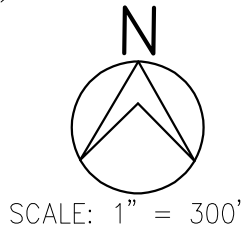
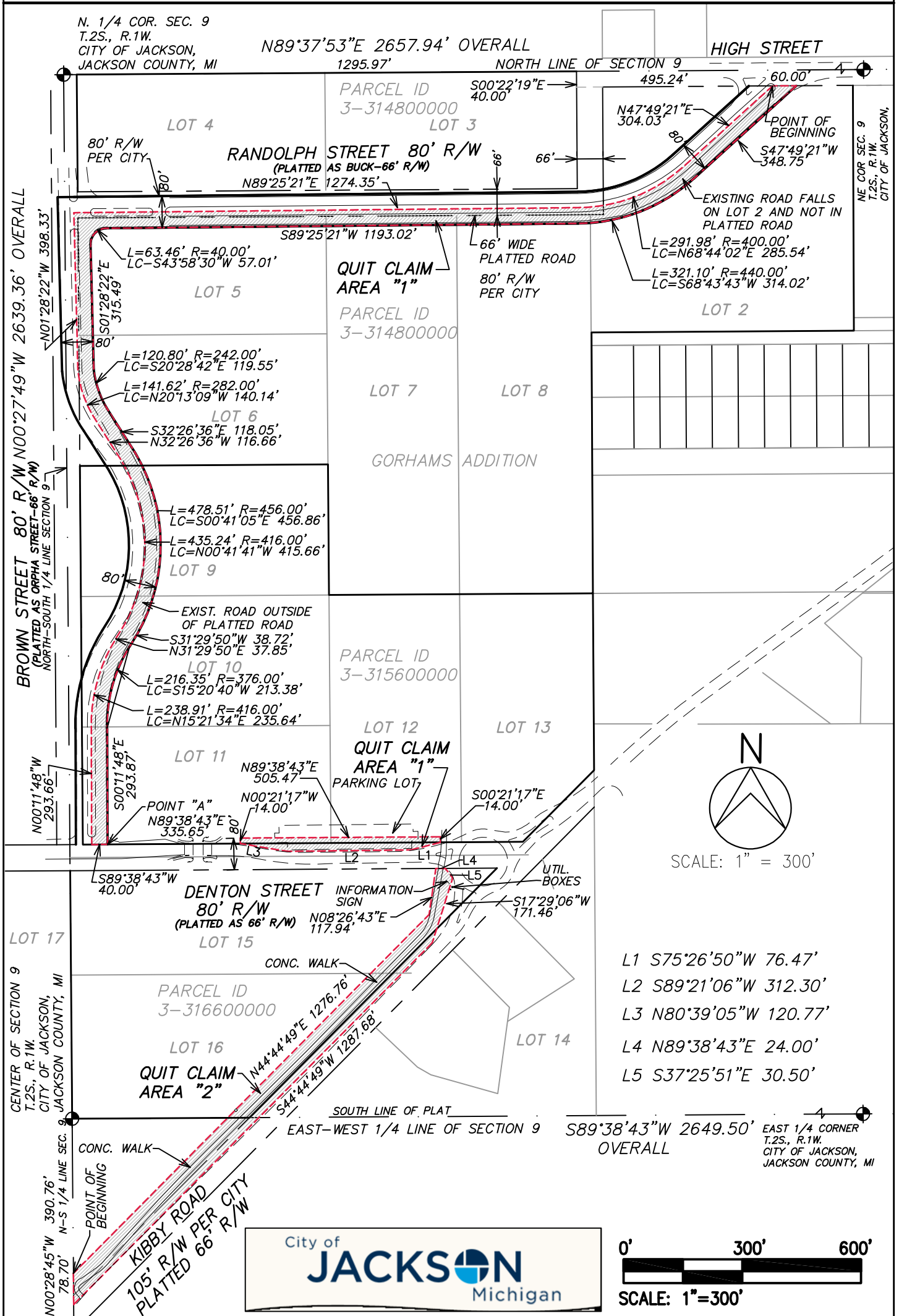
(Corporation)

Prepared by: Jackson City Attorney  
Matthew M. Hagerty (P66015)

Assisted By: Gary M. Chalice, P.S.  
Hubbell, Roth & Clark, Inc.  
555 Hulet Drive  
P.O. Box 824  
Bloomfield Hills, MI 48303-0824

Return to:  
City Clerk  
1st Floor  
161 W. Michigan Ave.  
Jackson, MI 49201

# EXHIBIT "A"



- L1  $S75^{\circ}26'50''W$  76.47'
- L2  $S89^{\circ}21'06''W$  312.30'
- L3  $N80^{\circ}39'05''W$  120.77'
- L4  $N89^{\circ}38'43''E$  24.00'
- L5  $S37^{\circ}25'51''E$  30.50'



NOTE: BEARINGS AND DISTANCES BASED ON MICHIGAN STATE PLANE COORDINATE SYSTEM

JOB NO.  
20200618  
DATE  
07/09/2021

**HRC**  
**HUBBELL, ROTH & CLARK, INC**  
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.  
PHONE: (248) 454-6300  
FAX (1st. Floor): (248) 454-6312  
FAX (2nd. Floor): (248) 454-6359  
WEB SITE: [http:// www.hrcenr.com](http://www.hrcenr.com)

SHEET NO.  
1  
OF 2

# EXHIBIT "A"

## QUIT CLAIM AREA "1"

PART OF THE NORTHEAST 1/4 OF SECTION 9, T.2S., R.1W., CITY OF JACKSON, JACKSON COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF SAID SECTION 9 NORTH 89 DEGREES 37 MINUTES 53 SECONDS EAST 1295.97 FEET TO A POINT ON THE WEST LINE OF RANDOLPH STREET AS PLATTED (60' WIDE); THENCE ALONG SAID WEST LINE OF RANDOLPH STREET SOUTH 00 DEGREES 22 MINUTES 19 SECONDS EAST 40.00 FEET; THENCE ALONG THE SOUTH LINE OF HIGH STREET AS PLATTED NORTH 89 DEGREES 37 MINUTES 53 SECONDS EAST 495.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF HIGH STREET NORTH 89 DEGREES 37 MINUTES 53 SECONDS EAST 60.00 FEET; THENCE SOUTH 47 DEGREES 49 MINUTES 21 SECONDS WEST 348.75 FEET; THENCE 321.10 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 440.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 68 DEGREES 43 MINUTES 43 SECONDS WEST 314.02 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 21 SECONDS WEST 1193.02 FEET; THENCE 63.46 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 43 DEGREES 58 MINUTES 30 SECONDS WEST 57.01 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 22 SECONDS EAST 315.49 FEET; THENCE 120.80 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 242.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 20 DEGREES 28 MINUTES 42 SECONDS EAST 119.55 FEET; THENCE SOUTH 32 DEGREES 26 MINUTES 36 SECONDS EAST 118.05 FEET; THENCE 478.51 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 456.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 00 DEGREES 41 MINUTES 05 SECONDS EAST 456.86 FEET; THENCE SOUTH 31 DEGREES 29 MINUTES 50 SECONDS WEST 38.72 FEET; THENCE 216.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 376.00 FEET AND A LONG CHORD BEARING OF SOUTH 15 DEGREES 20 MINUTES 40 SECONDS WEST 213.38 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST 293.87 FEET TO A POINT ON THE NORTH LINE OF DENTON STREET AS PLATTED AND POINT "A"; THENCE ALONG THE NORTH LINE OF DENTON STREET AS PLATTED SOUTH 89 DEGREES 38 MINUTES 43 SECONDS WEST 40.00 FEET; THENCE THENCE NORTH 00 DEGREES 11 MINUTES 48 SECONDS WEST 293.66 FEET; THENCE 238.91 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 416.00 FEET AND A LONG CHORD BEARING OF NORTH 15 DEGREES 21 MINUTES 34 SECONDS EAST 235.64 FEET; THENCE NORTH 31 DEGREES 29 MINUTES 50 SECONDS EAST 37.85 FEET; THENCE 435.24 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A LONG CHORD BEARING OF NORTH 00 DEGREES 41 MINUTES 41 SECONDS WEST 415.66 FEET; THENCE NORTH 32 DEGREES 26 MINUTES 36 SECONDS WEST 116.66 FEET; THENCE 141.62 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 282.00 FEET AND A LONG CHORD BEARING OF NORTH 20 DEGREES 13 MINUTES 09 SECONDS WEST 140.14 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 22 SECONDS WEST 398.33 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 21 SECONDS EAST 1274.35 FEET; THENCE 291.98 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET AND A LONG CHORD BEARING OF NORTH 68 DEGREES 44 MINUTES 02 SECONDS EAST 285.54 FEET; THENCE NORTH 47 DEGREES 49 MINUTES 21 SECONDS EAST 304.03 FEET TO THE POINT OF BEGINNING.

ALSO BEGINNING AT A POINT ON THE NORTH LINE OF SAID DENTON STREET WHICH IS NORTH 89 DEGREES 38 MINUTES 43 SECONDS EAST 335.65 FEET FROM SAID POINT "A"; THENCE NORTH 00 DEGREES 21 MINUTES 17 SECONDS WEST 14.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 43 SECONDS EAST 505.47 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 17 SECONDS EAST 14.00 FEET; THENCE SOUTH 75 DEGREES 26 MINUTES 50 SECONDS WEST 76.47 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 06 SECONDS WEST 312.30 FEET; THENCE NORTH 80 DEGREES 39 MINUTES 05 SECONDS WEST 120.77 FEET TO THE POINT OF BEGINNING.  
THE CITY OF JACKSON RESERVES AN EASEMENT OVER THE ABOVE DESCRIBED LAND TO MAINTAIN EXISTING AND FUTURE UTILITIES.

## QUIT CLAIM AREA "2"

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 9, T.2S., R.1W., CITY OF JACKSON, JACKSON COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT CENTER OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 27 MINUTES 49 SECONDS EAST 390.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 44 MINUTES 49 SECONDS EAST 1276.76 FEET; THENCE NORTH 08 DEGREES 26 MINUTES 43 SECONDS EAST 117.94 FEET TO A POINT ON THE SOUTH LINE OF DENTON STREET AS PLATTED; THENCE ALONG THE SOUTH LINE OF SAID DENTON STREET AS PLATTED, NORTH 89 DEGREES 38 MINUTES 43 SECONDS EAST 24.00 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 51 SECONDS EAST 30.50 FEET; THENCE SOUTH 17 DEGREES 29 MINUTES 06 SECONDS WEST 171.46 FEET TO A POINT ON THE WEST LINE OF KIBBY ROAD AS PLATTED; THENCE SOUTH 44 DEGREES 44 MINUTES 49 SECONDS WEST 1287.68 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 45 SECONDS WEST 78.70 FEET TO THE POINT OF BEGINNING.  
THE CITY OF JACKSON RESERVES AN EASEMENT OVER THE ABOVE DESCRIBED LAND TO MAINTAIN EXISTING AND FUTURE UTILITIES.

NOTE: BEARINGS AND DISTANCES BASED ON MICHIGAN STATE PLANE COORDINATE SYSTEM

JOB NO. 20200618
DATE 07/09/2021



555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.  
P.O. BOX 824  
48303 - 0824  
PHONE: (248) 454-6300  
FAX (1st. Floor): (248) 454-6312  
FAX (2nd. Floor): (248) 454-6359  
WEB SITE: [http:// www.hrcenr.com](http://www.hrcenr.com)

SHEET NO. 2
OF 2

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** November 23, 2021

**SUBJECT:** **Approve adoption of the federal holiday June 19 (Juneteenth) as a City paid holiday**

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Recommendation: Approve to amend *Personnel Policy Section XVI-1 (A.) - Holidays* by adopting the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time City employees not covered by a labor agreement.

Attached is a departmental report and the 2021-2022 Holiday Schedule to provide detail regarding the request to approve the adoption of the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time employees not covered by a labor agreement from Doria LaPorte. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Doria LaPorte, HR Manager

**DATE:** Council Meeting November 23, 2021

**RECOMMENDATION:** Approve to amend *Personnel Policy Section XVI-1 (A.) - Holidays* by adopting the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time City employees.

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### SUMMARY

Per the City of Jackson's *Personnel Policy Section XVI-1 (A.) - Holidays*, all regular, full-time employees not covered by a labor agreement shall receive their regular compensation for twelve (12) legal holidays or parts thereof. On June 17 of 2021, the Federal government designated June 19 (Juneteenth) as a federal holiday to commemorate the end of slavery in the United States and to honor and recognize the significant roles and contributions of African Americans in the history of the United States.

The Personnel Department recommends the City of Jackson follow suit in tribute by adopting the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time City employees. The City of Jackson's *Personnel Policy Section XVI-1 (A.) - Holidays*, with the approval to adopt June 19 (Juneteenth) as a City paid holiday, shall be amended to read that all regular, full-time employees not covered by a labor agreement shall receive their regular compensation for thirteen (13) legal holidays or parts thereof.

### HISTORY, BACKGROUND and DISCUSSION

Juneteenth (Juneteenth National Independence Day) also called Emancipation Day, Freedom Day, Jubilee Day, Black Independence Day, and Juneteenth Independence Day, is a holiday commemorating the end of slavery in the United States, observed annually on June 19.

President Biden signed the Juneteenth National Independence Day Act (Public Law 117-17) into law, distinguishing the historical significance of the Juneteenth National Independence Day to the United States conveying to all that history should be regarded as a means for understanding the past to help solve the challenges of the future as well as to embrace the honor to celebrate the date of the end of slavery as a significantly enriching part of the history and heritage of the United States.

The City of Jackson's vision statement set forth by the City Manager states "The City of Jackson shall be a bold, inclusive city that is a shining example for all Michigan communities. The adoption of June 19 (Juneteenth) as a City paid holiday allows for a progressive opportunity to amplify the unique experiences of Black Americans and inspire further conversation about intersectionality regarding the diverse cultures, ethnicities, genders, physical differences, life experiences, and sexual orientations within our workplace and the community we serve.

The Department of Diversity, Equity and Inclusion created in September of 2020 collaborates with the City Manager to create, maintain and promote opportunities that enhance diversity, inclusion and equity within the City and in our policies, procedures, and opportunities. The adoption of June 19 (Juneteenth) as an annual paid holiday further supports the City's commitment to promote diversity as a core organizational value of which the City has pledged to uphold.

The Personnel Department recommends the City of Jackson follow suit in tribute by adopting the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time City employees. The City of Jackson's *Personnel Policy Section XVI-1 (A.) - Holidays*, with the approval to adopt June 19 (Juneteenth) as a City paid holiday, shall be amended to read that all regular, full-time employees not covered by a labor agreement shall receive their regular compensation for thirteen (13) legal holidays or parts thereof.

Marking June 19 (Juneteenth) as a City paid holiday, observing the day as one of celebration and reflection, is one of many steps our organization can take towards creating greater equity and equality amongst our City of Jackson staff, citizens, community partners and businesses.

## POSITIONS

I recommend the approval to amend *Personnel Policy Section XVI-1 (A.) - Holidays* by adopting the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time City employees.

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ATTACHMENT: 2021-2022 City of Jackson Holiday Schedule



## 2021-2022 Holiday Schedule

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CITY OF JACKSON EMPLOYEES WHO WORK A MONDAY THROUGH FRIDAY SCHEDULE WILL OBSERVE THE FOLLOWING SCHEDULE OF PAID HOLIDAYS FOR THE REMAINDER OF THE 2021 YEAR, THROUGH 2022.

EMPLOYEES WHO WORK IN SEVEN DAY PER WEEK OPERATIONS WILL CONTINUE TO OBSERVE THE DESIGNATED HOLIDAYS ON THEIR ACTUAL DATE.

\*Per Personnel Policy Section XVI-1(A.)- Holidays. Employees not covered by a labor agreement.

Thursday, November 11, 2021	Veterans Day
Thursday, November 25, 2021	Thanksgiving Day
Friday, November 26, 2021	Day after Thanksgiving
Thursday, December 23, 2021	Christmas Day Observed (as 12/25 is a Saturday)
Friday, December 24, 2021	Christmas Eve
Friday, December 31, 2021	New Year's Day Observed
Monday, January 17, 2022	Martin Luther King Day
Monday, February 21, 2022	Presidents Day
Friday, April 15, 2022	Good Friday
Monday, May 30, 2022	Memorial Day
Monday, June 20, 2022	Juneteenth Observed (as 6/19 is a Sunday)*
Monday, July 4, 2022	Independence Day
Monday, September 5, 2022	Labor Day
Friday, November 11, 2022	Veterans Day
Thursday, November 24, 2022	Thanksgiving Day
Friday, November 25, 2022	Day after Thanksgiving
Friday, December 23, 2022	Christmas Eve Observed (as 12/24 is a Saturday)
Monday, December 26, 2022	Christmas Day Observed (as 12/25 is a Sunday)

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PLEASE POST THIS LIST ON A DEPARTMENTAL BULLETIN BOARD FOR  
ALL EMPLOYEES TO READ.

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