



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

AGENDA - CITY COUNCIL MEETING

January 24, 2017

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE** - Invocation by Freddie Dancy, 2nd Ward City Councilmember.
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **EXECUTIVE SESSION to discuss a legal opinion.**
6. **RETURN TO OPEN SESSION.**
7. **CITIZEN COMMENTS (3-Minute Limit).**
8. **PRESENTATIONS/PROCLAMATIONS.**
9. **PETITIONS & COMMUNICATION (Accept & Place on File).**
 - A. **Jackson Water Transmission Route Analysis.**
Recommendation: Accept and place on file the final report from AECOM on the Jackson Water Transmission Route Analysis and accept N3 and S2 as recommended routes.
10. **CONSENT CALENDAR.**
 - A. **Minutes of the Regular Meeting of January 10, 2017:**
Approve the minutes of the regular City Council meeting of January 10, 2017.

- B. Ella W. Sharp Park Board of Trustees Appointment:**
Mayor's recommendation to appoint Timothy F. Kelly to the Ella W. Sharp Park Board of Trustees to fill a current vacancy beginning immediately and ending January 31, 2020.
- C. Parks and Recreation Commission Reappointment:**
Mayor's recommendation to reappoint Kelly Crum to the Parks and Recreation Commission for a three-year term beginning February 1, 2017, and ending January 31, 2020.
- D. 40th annual Groundhog Gallop:**
Approve a request from Henry Ford Allegiance Health to conduct their 40th annual Groundhog Gallop event on February 4, 2017, at 10:00 a.m., at Middle School at Parkside. (Contingent upon receipt of proper insurance coverage.)
- E. Light It Up Blue Jackson:**
Approve a request from the Jackson Autism Support Network to conduct their 3rd annual Light It Up Blue Jackson event on April 1, 2017, at 6:00 p.m. in Horace Blackman Park in downtown Jackson. (Contingent upon receipt of proper insurance coverage.)

11. PUBLIC HEARINGS.

- A. Receive Citizen Comment on Housing and Community Development Needs in the City.**
Public hearing to receive citizen comment on housing and community development needs in the City.

12. OTHER BUSINESS.

- A. Non-Discrimination Ordinance. (Second/Final Reading.)**
Recommendation: Final adoption of Ordinance No. 2017-03, adding Sections 15-40 thru 15-54, Article III, Chapter 15, City Code, to provide for a nondiscrimination ordinance. (This ordinance was introduced at the October 11, 2016 City Council meeting for a first reading.)
- B. Ordinance No. 2017-01, Adding Section 14-12.1 - Transfer of Ownership to an Occupant of a Property. (Second/Final Reading.)**
Recommendation: Final adoption of Ordinance No. 2017-01, amending Article I, Chapter 14, City Code, to continue property inspections under Chapter 14 when there is a transfer of ownership from a non-occupant owner of the property to an occupant of the property.

- C. **Ordinance No. 2017-02, amending Section 14-47, Article II, Chapter 14, - List Property Conditions Resulting In Vacating a Building. (Second/Final Reading.)**
Recommendation: Final adoption of Ordinance No. 2017-02, amending Section 14-47, Article II, Chapter 14, City Code, to list property conditions that may result in vacating of a building.
- D. **Changes to the Standard Lighting Contract for Streetlights with Consumers Energy for the Addition of a New Streetlight at 753 Union Street.**
Recommendation: Approve the Resolution for Changes to the Standard Lighting Contract for streetlights with Consumers Energy, and authorize the Mayor and City Treasurer/Clerk to execute the appropriate documents.
- E. **Interim Balancing Change Order 3 to the Downtown Street and Parking Lot Rehabilitation Contract with Bailey Excavating, Inc.**
Recommendation: Approve Interim Balancing Change Order 3 to the contract with Bailey Excavating, Inc., for downtown street and parking lot rehabilitation in the decreased amount of \$252.23 to balance contract quantities for various items that are substantially complete to match quantities placed in the field, add items that were necessary to complete work in the field, and authorize the City Manager and City Engineer to execute the appropriate document.
- F. **Balancing Change Order 2 to the 2016 CDBG Local Street Reconstruction Contract (Edward Street and Winthrop Street) with Bailey Excavating, Inc.**
Recommendation: Approve Balancing Change Order 2 to the contract with Bailey Excavating, Inc., for 2016 Community Development Block Grant (CDBG) Local Street Reconstruction on Edward Street and Winthrop Street in the increased amount of \$1,710.00 to balance tree contract quantities to match quantities planted in the field, and authorize the City Manager and City Engineer to execute the appropriate document.
- G. **Amendment 5 to the 2014 Major Street Design and Engineering Contract.**
Recommendation: Approve Amendment 5 to the contract for 2014 Major Street Design and Engineering with Hubbell, Roth & Clark, Inc., (HRC), of Bloomfield Hills, MI, at a not-to-exceed cost of \$185,906.00, and authorize the City Manager and City Engineer to sign the contract documents.
- H. **Amendment 2 to the Contract for Kibby Road Design and Engineering.**
Recommendation: Consider and deny Amendment 2 to the contract for Kibby Road Design and Engineering with Mannik Smith Group, Monroe, MI, at a not-to-exceed cost of \$11,500.00.

13. NEW BUSINESS.

A. **Ordinance Amending Section 14-72, Security Cameras (First Reading).**

Recommendation: Consider an ordinance amending Section 14-72, Division 4, Article II, Chapter 14, City Code, to require the use of exterior security cameras on all commercial buildings, all residential buildings with six or more units, and all mixed-use buildings.

B. **Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2016.**

Recommendation: Approve the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2016.

C. **Agreement Regarding Transfer of Property and Demolition or Rehabilitation of Dangerous and Unsafe Structure at 552 Commonwealth.**

Recommendation: Accept the donation of the condemned property at 552 Commonwealth Avenue by approving the Agreement Regarding Transfer of Property and Demolition or Rehabilitation of Dangerous and Unsafe Structure, authorize the Mayor to sign said Agreement, and accept the Quit Claim Deed for conveyance of the property.

D. **Option Agreement.**

Recommendation: Approve an Option Agreement with Miller-Valentine Group for 119 E. Wesley, 406 Francis, 410 Francis, 412 Francis and related alley, authorize the City Manager to make modifications to the Option Agreement, if necessary, and to take all other actions to effectuate the sale of the properties to the Miller-Valentine Group.

E. **Revised Assessment Policy.**

Recommendation: Resolution amending the Special Assessment Policy.

14. CITY COUNCILMEMBERS' COMMENTS.

15. MANAGER'S COMMENTS.

16. ADJOURNMENT.

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: **Jackson Water Transmission Route Analysis**

Recommendation:

Accept the final report from AECOM on the Jackson Water Transmission Route Analysis and accept N3 and S2 as the recommended routes.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding acceptance of the above referenced analysis report and the recommended routes.

I recommend acceptance and approval. Your consideration and concurrence is appreciated.

PHB

Attachments

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 24, 2017

RECOMMENDATION: Accept the final report from AECOM on the Jackson Water Transmission Route Analysis and accept N3 and S2 as the recommended routes.

SUMMARY

The City's water transmission mains are 90 years old and need to be replaced in the next 10 years. To facilitate the design for the new transmission mains Engineering had a consultant analyze various routes to replace the current pipes in our system. AECOM reviewed three routes for the north branch and two routes for the south branch with N3 and S2 being the recommended routes.

BUDGETARY CONSIDERATIONS

The detailed cost estimates for N3 and S2 are in Appendix C of the report. N3 would require installing about 2.6 miles of pipe and has an estimated cost of \$8.86 million. S2 would require installing about 1.9 miles of pipe and has an estimated cost of \$8.09 million.

HISTORY, BACKGROUND and DISCUSSION

The City constructed twin 24-inch cast iron water transmission mains in 1926 that leave the water treatment plant on Mansion Street with the north branch going north to the railroad depot then east into the City and the south branch going west to Woodbridge Street then north to Greenwood by Mt. Evergreen Cemetery. The transmission mains are needed to get water out to the distribution system away from the treatment plant. Over the years the transmission mains were extended to the water towers which were built in 1954.

DISCUSSION OF THE ISSUE

City Council awarded a contract to URS Corporation on September 9, 2014 for the Jackson Water Transmission Main Analysis and amended the contract on April 14, 2015 to have URS update and calibrate the City's water model to model the water pressure in the system based on various route options. At the end of 2014 URS Corporation combined with AECOM. Attached is the final report from AECOM.

POSITIONS

It is the recommendation of Engineering that the City accept the report and start budgeting the replacement of these transmission mains over the next few years.

ATTACHMENTS



CITY COUNCIL MEETING MINUTES

January 10, 2017

CALL TO ORDER:

The Jackson City Council met in regular session in the City Hall and was called to order at 6:30 p.m. by Mayor Bill Jors.

PLEDGE OF ALLEGIANCE AND INVOCATION:

The Council joined in the Pledge of Allegiance. Invocation was given by Arlene Robinson, 1st Ward City Councilmember.

ROLL CALL:

Present: Mayor Bill Jors, Councilmembers, Arlene Robinson, Freddie Dancy, Daniel P. Greer, Craig Pappin, and Andrew R. Frounfelker. Excused Absence: Derek J. Dobies.

Also present: City Manager Patrick Burtch, City Attorney Bethany Vujnov, City Treasurer/Clerk Andrew J. Wrozek, Jr., City Assessor Jason Yoakam, Interim Director of Police and Fire Elmer Hitt, City Engineer Jon Dowling, Director of Neighborhood and Economic Operations Jennifer Morris, Assistant City Manager/Operations Jonathan Greene.

ADOPTION OF AGENDA:

Motion was made by Councilmember Frounfelker, seconded by Councilmember Robinson to adopt the Agenda as presented. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

CITIZEN COMMENTS (3-Minute Limit):

Public comment time was opened. Comments were heard and the meeting resumed.

PRESENTATIONS/PROCLAMATIONS:

- A. City of Jackson’s Audit Report for Fiscal Year 2016:**
Presentation by Mark Kettner, Rehmann Robson, LLC, of the City of Jackson’s Audit Report for Fiscal Year ended June 30, 2016.

PETITIONS & COMMUNICATION (Accept & Place on File):

- A. CDBG and HOME Financial Summaries through November 30, 2016.**
Recommendation: Accept and place on file the CDBG and HOME Financial Summaries through November 30, 2016.

Motion was made by Councilmember Greer, seconded by Councilmember Dancy to accept and place on file. Votes – Yeas: all yes (6). Absent: Councilmember Dobies (1). Motion carried.

- B. Downtown Development Authority Minutes.**
Recommendation: Accept and place on file the Downtown Development Authority meeting minutes for December 2016.

Motion was made by Councilmember Greer, seconded by Councilmember Dancy to accept and place on file. Votes – Yeas: all yes (6). Absent: Councilmember Dobies (1). Motion carried.

CONSENT CALENDAR:

- A. Minutes of the Regular Meeting of December 6, 2016:**
Approve the minutes of the regular City Council meeting of December 6, 2016.
- B. Historic District Commission:**
Mayor’s recommendation to appoint Anton (Tony) Raykovich and Robert F. Cole to the Historic District Commission for a three year term each beginning immediately and ending December 31, 2019, and to appoint Jill Bell to the Historic District Commission filling a current vacancy beginning immediately and ending December 31, 2018.
- C. Jackson District Library Board of Trustees:**
Mayor’s recommendation to reappoint Jacqueline Barber to the Jackson District Library Board of Trustees for a four year term beginning February 3, 2017, and ending February 2, 2021.
- D. Local Officers Compensation Commission:**
Mayor’s recommendation to reappoint Diane Cerqueira to the Local Officers Compensation Commission for a seven year term beginning March 1, 2017, and ending February 28, 2024.

Motion was made by Councilmember Frounfelker, seconded by Councilmember Pappin to approve the Consent Calendar. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

PUBLIC HEARINGS:

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

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to suspend the Council meeting and convene as Board of Review. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

A. Public Hearing on Special Assessment Roll No. 4269 - Delinquent Miscellaneous General Fund Accounts Receivable.

1. Resolution confirming Roll No. 4269.

Public comment was invited. No person spoke and correspondence was received by Chadwick Picard, 615 N. Park Avenue. Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve. Votes - Yeas: Mayor Jors, Councilmember Robinson, Dancy, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

B. Public Hearing on Special Assessment Roll No. 4270 - Delinquent Miscellaneous Building Department Fund Accounts Receivable.

1. Resolution confirming Roll No. 4270.

Public comment was invited. No person spoke and no correspondence was received. Motion was made by Councilmember Greer, seconded by Councilmember Pappin to approve. Votes - Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

C. Public Hearing on Special Assessment Roll No. 4271 - Delinquent Miscellaneous Demolition Fund Accounts Receivable.

1. Resolution confirming Roll No. 4271.

Public comment was invited. George Knight, 1002 S. Jackson Street, and Francis Berkemeier, 1203 W. Washington spoke. No correspondence was received. Motion was made by Councilmember Greer, seconded by Councilmember Pappin to approve. Votes - Yeas: Mayor Jors, Councilmember Greer, Pappin, and Frounfelker (4). Nays: Councilmembers Robinson and Dancy (2). Absent: Councilmember Dobies (1). Motion carried.

D. Public Hearing on Special Assessment Roll No. 4272 - Delinquent Miscellaneous Public Works Fund Accounts Receivable.

1. Resolution confirming Roll No. 4272.

Public comment was invited. Christopher Lee Newman, 800 N. Elm Avenue spoke in regard to 407 Winters Court and submitted a letter. Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve. Votes - Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (4). Nays: Mayor Jors and Councilmember Robinson (2). Absent: Councilmember Robinson (1). Motion carried.

Adjourn as a Board of Review and reconvene as City Council.

Motion was made by Mayor Jors, seconded by Councilmember Greer to adjourn as Board of Review and reconvene as City Council. Votes - Yeas: all yes (6). Absent: Councilmember Dobies (1). Motion carried.

OTHER BUSINESS:

A. Addendum to Property Transfer and Development Agreement, 1125 Woodbridge.

Recommendation: Approve an Addendum to Property Transfer and Development Agreement as presented, authorize the City Manager to sign the Addendum, and authorize the City Attorney to make minor modifications and to take all actions necessary to effectuate the Agreement.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve. Votes - Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

- B. Wastewater Treatment Plant Biosolids Hauling Contract Renewal #1.**
Recommendation: Renew the contract for biosolids hauling with BioTech Agronomics, Beulah, Michigan, with no increase in the cost of \$0.0311 per gallon, for an estimated total cost of \$108,850.00.

Motion was made by Councilmember Frounfelker, seconded by Councilmember Greer to approve. Votes – Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

NEW BUSINESS:

- A. Ordinance Adding Section 14-12.1 - Transfer of Ownership to an Occupant of a Property. (First Reading.)**
Recommendation: Consider an ordinance amending Article I, Chapter 14, City Code, to continue property inspections under Chapter 14 when there is a transfer of ownership from a non-occupant owner of the property to an occupant of the property.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve, advance to second reading and final adoption. Votes – Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, and Frounfelker (5). Nays: Councilmember Pappin (1). Absent: Councilmember Dobies (1). Motion carried.

- B. Educational and Governmental Television Operating Agreement - JTV.**
Recommendation: Approve the Educational and Governmental Television Operating Agreement as presented, authorize the City Manager to sign the Agreement and authorize the City Attorney to make minor modifications and to take all actions necessary to effectuate the Agreement.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve. Votes – Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

- C. Easements to MDOT for Louis Glick Highway and Washington Avenue Two-Way Conversion.**
Recommendation: Approve five easements to the Michigan Department of Transportation (MDOT), and the acknowledgement that the City is donating the property to MDOT and waiving the just compensation of the property needed for the two-way conversion on Louis Glick Highway and Washington Avenue, and authorize the Mayor and City Clerk/Treasurer to sign the easements and Donation Form.

Motion was made by Councilmember Frounfelker, seconded by Councilmember Greer to approve. Votes – Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

D. Traffic Control Order 2234 – 300 Block of S. Mechanic Street.

Recommendation: Approve Traffic Control Order 2234 to adjust parking regulations on the 300 block of S. Mechanic Street.

Motion was made by Councilmember Frounfelker, seconded by Councilmember Greer to approve. Votes – Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

E. Personnel Policy Revisions.

Recommendation: Approve proposed Personnel Policy revisions.

Motion was made by Councilmember Frounfelker, seconded by Councilmember Greer to approve. Votes – Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

F. Ordinance Amending Section 14-47, Vacating of Unfit Building (First Reading.)

Recommendation: Consider an ordinance amending Section 14-47, Article II, Chapter 14, City Code, to list property conditions that may result in vacating of a building to protect the health, safety and welfare of the Citizens of Jackson.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve, advance to second reading, and final adoption. Discussion occurred. Votes – Yeas: Mayor Jors, Councilmember Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

EXECUTIVE SESSION to discuss collective bargaining:

Motion was made by Councilmember Greer, seconded by Councilmember Pappin to suspend Open Session and go into Executive Session. Votes – Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

RETURN TO OPEN SESSION:

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to return to Open Session. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin, and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1). Motion carried.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to accept the recommendation of the City Manager to approve the 2015-2020 Collective Bargaining Agreement between the City of Jackson and the Police Officers Labor Council Jackson Supervisory Unit. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1).

Motion was made by Councilmember Frounfelker, seconded by Councilmember Greer to accept the recommendation of the City Manager made in Executive Session to approve the 2016-2021 Collective Bargaining Agreement between the City of Jackson and the Police Officers Labor Council Jackson Non- Supervisory Unit. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin and Frounfelker (6). Nays: none. Absent: Councilmember Dobies (1).

CITY COUNCILMEMBERS' COMMENTS.

MANAGER'S COMMENTS.

ADJOURNMENT:

No further business being presented, motion was made to adjourn by Councilmember Greer, seconded by Councilmember Dancy. Motion carried. Mayor Jors closed the meeting at 8:28 p.m.

MEMO TO: City Councilmembers
FROM: William C. Jors, Mayor 
DATE: January 24, 2017
SUBJECT: Ella W. Sharp Park Board of Trustees

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint Timothy F. Kelly to the Ella W. Sharp Park Board of Trustees to fill a current vacancy, beginning immediately, and ending January 31, 2020.

In accordance with City Code, Chapter 19, Ordinance No. 2012.21, five (5) members, one (1) of whom is a member of the City Council selected by the City Council and four (4) citizen members and two (2) alternate citizen members, all of whom shall be appointed by the Mayor and confirmed by City Council. Three-year terms, may be reappointed. Citizen members shall not serve more than three (3) consecutive three-year terms after effective date of the Article without at least a one-year gap in service. Terms shall be staggered with existing board members holding office for remainder of current term and with new appointments made so no more than two members' terms expire in any year.

It is my recommendation to approve the appointment of Timothy F. Kelly to the Ella Sharp Park Board of Trustees to fill a current vacancy, beginning immediately, and ending January 31, 2020.

WCJ:skh



CITY OF JACKSON BOARD/COMMISSION APPLICATION

NAME: TIMOTHY F. KELLY
ADDRESS: 17005 WEST AVE APT A1 ZIP: 49203
HOME PHONE: 7847655 OTHER PHONE: _____
E-MAIL ADDRESS: TEPKIS@HOTMAIL.COM
OCCUPATION: RETIRED

COMMUNITY INVOLVEMENT

MIDTOWN - PRESIDENT 7YRS JACKSON DDA 7YRS.
BLACKMAN TWP - CHM. PLANNING BLACKMAN TWP CHM. ZBA
COMM. 12YRS. 8YRS.
Are you registered voter? yes Ward? 6

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

- 1. CITY OF JACKSON 2. _____
- PARKS & RECREATION COMMISSION
- 3. _____

List additional information you feel may be pertinent to the board or commission

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Timothy F. Kelly
Signature of Applicant

SEPTEMBER 5, 2016
Date

MEMO TO: City Councilmembers
FROM: William C. Jors, Mayor 
DATE: January 24, 2017
SUBJECT: Parks and Recreation Commission

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint Kelly Crum to the Parks and Recreation Commission for a three-year term beginning February 1, 2017, and ending January 31, 2020.

In accordance with the joint resolution of the City Commission and the Board of Education of Jackson Public Schools dated December 15, 1970, the City Council appoints one of its members to a two-year term, and one other person to a three-year term. The City Council appointee must be a City resident.

It is my recommendation, therefore, to approve the reappointment of Kelly Crum to the Parks and Recreation Commission, for a three-year term beginning February 1, 2017, and ending January 31, 2020.

WCJ:skh

CITY OF JACKSON BOARD/COMMISSION APPLICATION

NAME: Kelly A Crum
ADDRESS: 1965 Coventry Circle ZIP: 49203
HOME PHONE: (517) 795-2249 OTHER PHONE: (517) 937-0455
E-MAIL ADDRESS: CRUMKellyA@jpsmail.org
OCCUPATION: Administrator at Jackson College

COMMUNITY INVOLVEMENT

John George Board Mentoring youth in Community
Church (Southside Baptist)

Are you registered voter? Yes Ward? _____

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

1. Parks and Rec
2. _____
3. _____

List additional information you feel may be pertinent to the board or commission

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Kelly A Crum
Signature of Applicant

Dec 21, 2016
Date

MEMO TO: Mayor and City Council Members
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: Special Event Application for the 40th annual Groundhog Gallop.

Recommendation:

Approve a request from Henry Ford Allegiance Health to conduct their 40th annual Groundhog Gallop event on February 4, 2017 at 10 a.m. at Middle School at Parkside.

Attached are memos from Nathan Mack, regarding the Special Event Application for the event Groundhog Gallop.

I recommend approval of the special event application for the event Groundhog Gallop. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burch, City Manager

FROM: Nathan Mack, Executive Director, DDA

DATE: January 24, 2017

RECOMMENDATION: Approve a request from Henry Ford Allegiance Health to conduct their 40th annual Groundhog Gallop on Saturday, February 4, 2017 at 10 a.m. at Middle School at Parkside.

SUMMARY: Annual 5k run/walk event beginning and ending at Middle School at Parkside.

DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$200
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$0
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$200

CONDITIONS & CONSIDERATIONS

- Police assistance.

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

ATTACHMENTS: Special Event Application: Groundhog Gallop.

pd



CITY OF JACKSON SPECIAL EVENT APPLICATION
Downtown Development Authority
161 W. Michigan Avenue - Jackson, MI 49201 - (517) 768-6410

Date Received By DDA Office: _____ Time: _____ By: _____

Please complete this application in accordance with the City of Jackson Special Events Policy, and return it to the Office of the Downtown Development Authority at least 60 calendar days before the first day of the event.

Event Name: 40th Annual Granding Gallop

Sponsoring Organization's Legal Name: Henry Ford Allegiance Health

Organization Address: One Jackson Square, 9th Floor, Jackson MI 49201

Tax I.D. Number: 38-3607833

Event Organizer: Shama Timsey Title: Supervisor

Phone (work): 205 1351

Phone (during event): 248 832 8304

Agent's Address: One Jackson Square, 9th Floor, Jackson MI 49201

Agent's E-Mail

Address: shama.timsey@allegiancehealth.org

Organization Address: One Jackson Square, 9th Floor, Jackson MI 49201

Please give a brief description of the proposed special event: _____

Annual 5K run/walk event beginning and ending at
Middle School at Parkside

Event Day(s) and Date(s): Saturday Feb 4, 2017

Set-Up Date & Time: 2/4/17 10am Tear-Down Date & Time: 2/4/17 2pm

Event Time: 10am-2pm (race begins @ 12)

Event Location: Middle School at Parkside, 2400 4th St Jackson MI 49203

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES **NO**
How many years has this event occurred? 40

MAP: If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing:

- (a) The assembly and dispersal locations and the route plan;
- (b) Any streets or parking lots that you are requesting to be blocked off;
- (c) The location of vendors, if any;
- (d) An emergency vehicle access lane; and
- (e) The location of restrooms and trash receptacles.

A final map, if different, must be provided seven (7) days before the event.

STREET CLOSURES: Start Date/Time: 2/4/17 11:45 am
Through Date/Time: 2/4/17 last walker on course

RESERVED PARKING: Are you requesting reserved parking? (circle one) **YES** NO
If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? **YES** NO Other Vendors: **YES** NO

EVENT SPONSORS: Do you have an event sponsor? If yes, please name:
TBD

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? **YES** NO
If yes, please attach liquor license and liquor liability insurance.

If yes, what time? _____ until _____

ENTERTAINMENT: Are there any entertainment features related to this event? **YES** NO
If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule. All noise generated by entertainment must be in compliance with the City Noise Ordinance.

ATTENDANCE: What is the expected (estimated) attendance for this event? 200-300 individuals

AMUSEMENT: Do you plan to have any amusement or carnival rides? **YES** NO
If yes, you are required to obtain a permit through the City Clerk's Office.

RESTROOMS: Are you planning to provide portable rest rooms at the event? **YES** NO

If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ELECTRICAL POWER: Will the Event require electrical power? YES NO

If yes, please explain the electrical requirements.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Department, Neighborhood and Economic Operations Department, Parks and Recreation, water, street closures, electrical, etc.) Please note that additional requests may incur additional charges.

PD assistance for following street closures: 4th St at W. Hickory / W. Hickory Ave;
Horton rd to Park rd; Park rd and InterCity bike trail; InterCity bike trail to West Ave;
Parkside entrance. FD onsite for medical assistance if available

INSURANCE: All sponsors of special events must carry liability insurance as set forth in the Special Events policy. A copy of either a Hold Harmless Agreement or a certificate of insurance AND endorsement naming the City of Jackson and the DDA as additional insureds for a liability policy must be provided at least two (2) weeks prior to scheduled Council approval.

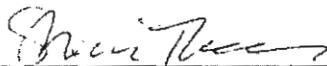
CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

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 Events application, including insurance documents where applicable.
3. A \$25 Special Event Application fee must be submitted along with this Special event 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 requirements made.
5. All food vendors must be approved by the Jackson County Health Department, and each food or 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 named insured parties on the policy.

6. Fire Department permit and approval is required for events including display fireworks. XCU Fireworks Liability insurance is required for all fireworks displays.
7. The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.
8. If I or my organization fail(s) to clean up and repair damages to the Event Area, my organization maybe 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, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other 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, I will add the City of Jackson and the Downtown Development Authority as additional insureds 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 officer, employees and agents, 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 the special event.

11/23/16

Date



Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least sixty (60) days before the first day of the event to: DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE, 5th Floor
JACKSON, MI 49201**

MEMO TO: Mayor and City Council Members
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: Special Event Application for the Light It Up Blue Jackson.

Recommendation:

Approve a request from the Jackson Autism Support Network to conduct their 3rd annual Light It Up Blue Jackson event on April 1, 2017 at 6 p.m. in Horace Blackman Park in downtown Jackson.

Attached are memos from Nathan Mack, regarding the Special Event Application for the event Light It Up Blue Jackson.

I recommend approval of the special event application for the event Light It Up Blue Jackson. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burch, City Manager

FROM: Nathan Mack, Executive Director, DDA

DATE: January 24, 2017

RECOMMENDATION: Approve a request from the Jackson Autism Support Network to conduct their 3rd annual Light It Up Blue Jackson on April 1, 2017 at 6 p.m. in Horace Blackman Park

SUMMARY: World Autism Awareness kick off for the month of April. Games, resources, and at dusk the County Tower Building will light up blue. Downtown poles will have blue lights strung on them for Autism Awareness, for the month of April.

DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$0
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$0

CONDITIONS & CONSIDERATIONS

- The event organization must take down blue lights in downtown when finished.

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

ATTACHMENTS: Special Event Application: Light It Up Blue Jackson.



CITY OF JACKSON SPECIAL EVENT APPLICATION
Downtown Development Authority
161 W. Michigan Avenue ~ Jackson, MI 49201 ~ (517) 768-6410

Date Received By DDA Office: 9/28/16 Time: 2:30 By: [Signature]

Please complete this application in accordance with the City of Jackson Special Events Policy, and return it to the Office of the Downtown Development Authority at least 60 calendar days before the first day of the event.

Event Name: Lite it up Blue Jackson

Sponsoring Organization's Legal Name: Jackson Autism Support Network

Organization Address: 3105 Wildwood Ave # B

Tax I.D. Number: 0207 20595

Event Organizer: Shelly Lewis Title: president

Phone (work): 517 812 4303

Phone (during event): 812 4303

Agent's Address: 803 Springcrest Blvd

Agent's E-Mail Address: JASN_ms@hotmail.com

Organization Address: same

Please give a brief description of the proposed special event:

- X World Autism Awareness Kick off for the month of April - games, resources, and at Dusk the Tower Building Lites Blue
X Downtown Lights on poles for Autism Awareness use of electrical outlets for music

Event Day(s) and Date(s): April 1, 2017

Set-Up Date & Time: April 1, 2017 Tear-Down Date & Time: April 1, 2017

Event Location: Horace Blackman Park

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? this is third year.

MAP: If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing:

- (a) The assembly and dispersal locations and the route plan;
- (b) Any streets or parking lots that you are requesting to be blocked off;
- (c) The location of vendors, if any;
- (d) An emergency vehicle access lane; and
- (e) The location of restrooms and trash receptacles.

A final map, if different, must be provided seven (7) days before the event.

STREET CLOSURES: Start Date/Time:

Through Date/Time: ~~No, City Parking Lot 8~~ Horace Blackman Park.

RESERVED PARKING: Are you requesting reserved parking? (circle one) YES NO
If yes, list the number of street spaces, City lots or locations where parking is requested:

~~City Park Lot 8~~

VENDORS: Food Concessions? YES NO Other Vendors: YES NO

EVENT SPONSORS: Do you have an event sponsor? If yes, please name:

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO
If yes, please attach liquor license and liquor liability insurance.

If yes, what time? _____ until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO
If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule. All noise generated by entertainment must be in compliance with the City Noise Ordinance. .
Soft music.

ATTENDANCE: What is the expected (estimated) attendance for this event? 50-100

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO
If yes, you are required to obtain a permit through the City Clerk's Office.

RESTROOMS: Are you planning to provide portable rest rooms at the event? **YES** **NO**
If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ELECTRICAL POWER: Will the Event require electrical power? **YES** **NO**
If yes, please explain the electrical requirements.

outlet for soft music in City Park ~~at~~ April 1, 2017
Black poles for lights month of April Horace Blackman

OTHER REQUESTS: (i.e., Police Department assistance, Fire Department, Neighborhood and Economic Operations Department, Parks and Recreation, water, street closures, electrical, etc.) Please note that additional requests may incur additional charges.

Black poles for strands of Blue lights.

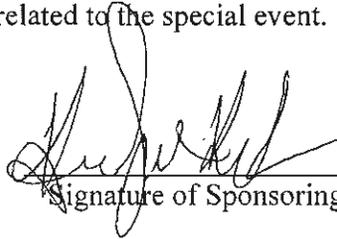
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CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

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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 officer, employees and agents, 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 the special event.

9-28-16
Date


Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least sixty (60) days before the first day of the event to: DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE, 5th Floor
JACKSON, MI 49201**

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: Conduct a Public Hearing to Receive Citizen Comment on Housing and Community Development Needs in the City

Recommendation:

Conduct a Public Hearing to receive citizen comment on housing and community development needs in the City.

Attached is a memorandum from Jennifer Morris, Director of the Department of Neighborhood & Economic Development, regarding the required Public Hearing for the 2017-2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) to obtain public comment on the housing and community development needs in the City.

I recommend the Public Hearing be held as requested. No further action is required of City Council at this time.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

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

DATE: January 24, 2017

RECOMMENDATION: Conduct a Public Hearing to Receive Citizen Comment on Housing and Community Development Needs in the City

SUMMARY

Conduct a Public Hearing to receive citizen comments on housing and community development needs in the City.

BUDGETARY CONSIDERATIONS

There are no special budgetary considerations associated with the Public Hearing.

HISTORY, BACKGROUND and DISCUSSION

On December 6, 2016, City Council adopted the Timetable for the 2017-2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) processes. The Timetable included establishment of a Public Hearing on January 24, 2017 to receive comments regarding the housing and community development needs from the City's residents as required by 24 CFR 91.105(e)(1). Notice of the Public Hearing was published in the *Jackson Citizen Patriot* and on the City's website.

DISCUSSION OF THE ISSUE

Receiving public comment on the City's housing and community development needs is one of two required Public Hearings for the upcoming 2017-2018 CDBG/HOME funding cycle. All comments received, whether orally or in writing, will be incorporated into the City's 2017-2018 Annual Action Plan for submission to HUD in May 2017. No further action is required of City Council at this time.

POSITIONS

Requested action is for City Council to conduct a Public Hearing to receive citizen comment on the City's housing and community development needs as part of required actions for the 2017-2018 CDBG/HOME funding cycle.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Vujnov, City Attorney
DATE: Council Meeting – January 24, 2017

SUMMARY

The attached Ordinance would amend Chapter 15 of the City of Jackson Code of Ordinances to provide protection from discrimination due to gender identity and sexual orientation.

HISTORY, BACKGROUND and DISCUSSION

The proposed Ordinance would prohibit discrimination in housing, employment, and public accommodations due to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation and gender identity. If a person feels that he or she has been discriminated against in violation of the ordinance, the person can file a complaint with the Human Relations Commission. The HRC will then forward the complaint to the City Attorney's Office for action. Actions taken by the City Attorney's Office can include mediated conciliation agreements with alleged discriminating entities, as well as issuance of civil infraction citations.

ATTACHMENTS: *Ordinance*

ORDINANCE NO. 2017-__

An Ordinance adding Sections 15-40 thru 15-54, Article III, Chapter 15 of the Code of Ordinances of the City of Jackson, Michigan to provide for a nondiscrimination ordinance to protect the general welfare of the residents of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this non-discrimination ordinance for the health, safety, and welfare of the citizens of the City of Jackson.

Section 2. That Sections 15-40 thru 15-54 of Article III, Chapter 15 of the City of Jackson Code of Ordinances be adopted to read as follows:

Chapter 15 - HUMAN RELATIONS

ARTICLE III. – NON-DISCRIMINATION ORDINANCE

Sec. 15-40. - Created, purposes.

- (a) It is the intent of the City of Jackson that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.
- (b) As to sexual orientation and gender identity, the prohibitions against discrimination as provided for in this ordinance shall not be deemed preempted by federal or state law, but are intended to supplement state and federal civil rights law prohibiting discrimination in the areas of employment, public accommodations, and housing. Provided, however, this ordinance shall be construed and applied in a manner consistent with First Amendment jurisprudence regarding the freedom of speech and exercise of religion.

Sec. 15-41. – Definitions.

As used in this chapter, the following words and phrases have the following meanings:

- (a) “Age.” Chronological age.
- (b) “City Manager.” The City Manager of the City of Jackson or his or her designee.

- (c) “Discriminate.” To make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity, of another person.
- (d) “Educational institution.” A public or private institution or a separate school or department thereof, including an academy, college, elementary or secondary school, extension course, kindergarten, nursery, local school system, or university, or a business, nursing, professional, secretarial, technical, or vocational school. For the purposes of this definition, educational institution includes an agent of an educational institution.
- (e) “Employer.” Any person employing one (1) or more persons.
- (f) “Employment agency.” A person who undertakes to procure employees for an employer or procures opportunities for individuals to be employed by an employer.
- (g) “Family Status.” The state of being in a family.
- (h) “Family.” Includes either of the following:
 - a. Two or more individuals related by blood within three degrees of consanguinity, marriage, adoption, in a foster care relationship or legal custody relationship.
 - b. Functional family. A collective number of individuals domiciled together in one dwelling whose relationship is of a permanent and distinctive domestic character, with a demonstrable and recognizable bond characteristic of a cohesive unit, and who are in fact cooking and living in a single non-profit housekeeping unit. However, A “functional family” shall not include:
 - i. Any group of individuals whose domestic relationship is transitory, temporary or resort/seasonal in nature.
 - ii. Any group of individuals whose association is essentially for convenience or economics or for the limited duration of their education, training or a similar determinative period of time.
- (i) “Gender Identity or Expression.” An individual’s appearance, expression, identity or behavior as being either male or female, whether or not that appearance, expression, identity and behavior is different from that which is traditionally associated with the person’s gender assigned at birth as being either female or male.
- (j) “Housing Facility.” Any dwelling unit or facility used or intended or designed to be used as the home, domicile or residence of one or more persons including, but not limited to, a house, apartment, rooming house, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.

- (k) “Labor Organization.” An organization of any kind or structure in which employees participate or are members and which exists for the purposes, in whole or part, of dealing with employers concerning the terms and conditions of employment of its participants or members, whether or not such organization is subordinate to or affiliated with a national or international labor organization.
- (l) “Marital Status.” The stat of being married, never married, divorced, or widowed.
- (m) “Perceived.” Refers to the perception of the person who acts, and not to the perception of the person for or against whom the action is taken.
- (n) “Person.” The word “person” shall include any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (o) “Physical or Mental Disability.” A determinable physical or mental characteristic resulting from disease, injury, congenital condition of birth, or functional disorder and is unrelated to one’s ability to safely perform the work involved in jobs or positions available to such person for hire or promotion; or unrelated to one’s ability to acquire, rent and maintain property; or unrelated to one’s ability to utilize and benefits from the goods, services, activities, privileges and accommodations of a place of public accommodation. “Physical or Mental Disability” does not include any condition caused by the current illegal use of a controlled substance or the use of alcohol or liquor by an individual.
- (p) “Place of Public Accommodation.” An educational, governmental, health, entertainment, cultural, recreational, refreshment, transportation, financial institution, business or facility of any kind, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
- (q) “Religious Organization.” An organization, church, group, or body of communicants that are organized not for pecuniary profit that regularly gathers for worship and religious purposes, and includes a religious-based private school that is not organized for pecuniary profit. Religious organization includes, for illustration and not limitation: churches, mosques, synagogues and other houses of worship, any subsidiary organizations; educational institutions affiliated with, controlled, or managed by those houses of worship or with articles of incorporation, bylaws, and other documents stating an intention to inculcate its religious tenants in students; and, faith based organizations that, due to a sense of duty based on particular religious tenants, provide charitable services to the public.
- (r) “Sexual Orientation.” Male or female homosexuality, heterosexuality or bisexuality, by orientation or practice, whether past or present. This includes emotional, romantic, and/or sexual attractions, or the absence thereof, to other people. Sexual orientation also refers to a person’s sense of identity based on those attractions, related behaviors, and membership in a community of others who share those attractions.

Sec. 15-42. – Discriminatory housing practices.

Except as otherwise provided in this ordinance, no person shall:

- (a) Discriminate in leasing, selling or otherwise making available any housing facilities.
- (b) Discriminate in the terms, conditions, maintenance or repair in providing any housing facility.
- (c) Discriminate in providing financing for the purchase, repair or remodeling of any housing facility.
- (d) Discriminate in making referrals, listings or otherwise providing information regarding a housing facility.

Sec. 15-43. – Discriminatory public accommodation practices.

Except as otherwise provided in this ordinance, no person shall discriminate in making available full and equal access to all goods, services, activities, privileges, and accommodations or any place of public accommodation. However, nothing in this ordinance:

- (a) Permits or requires access to any place of public accommodation for the purpose or intent of engaging in criminal conduct.
- (b) Requires the construction or provision of unisex single user restrooms, changing rooms, locker rooms or shower facilities.

Sec. 15-44. – Discriminatory employment practices.

Except as otherwise provided in this ordinance:

- (a) No employer shall discriminate in the employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any person.
- (b) No labor organization shall discriminate in limiting membership, conditions of membership, or termination of membership of any person in any labor union or apprenticeship program.
- (c) No employment agency shall discriminate in the procurement or recruitment of any person for possible employment with any employer.
- (d) A person subject to Sec. 15-44 is exempt from this section if race, color, religion, national origin, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. A person

subject to Sec. 15-44 shall have the burden of establishing that the qualification is reasonably necessary to the normal operation of the business.

Sec. 15-45. – Exceptions.

Notwithstanding anything contained in this ordinance, the following shall not be violations of this ordinance:

- (a) For a religious organization to restrict the occupancy of any of its housing facilities or accommodations which are operated as a direct part of religious activities to persons of the denomination involved or to restrict employment opportunities for officers, religious instructors and clergy to persons of that denomination. It is also permissible for a religious organization to restrict employment opportunities, educational facilities, housing facilities, and homeless shelters or dormitories that are operated as a direct part of its religious activities to persons who are member of or who conform to the moral tenets of that religious organization.
- (b) Standards established for the construction, repair, maintenance, improvement, occupancy, lease or sale of one-family and two-family dwellings that conform to federal and state laws and regulations.
- (c) For the owner or operator of a housing facility or place of public accommodation, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.
- (d) To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to persons of low income, persons over fifty-five (55) years of age or disabled persons.
- (e) To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment consistent with applicable state or federal law.
- (f) To discriminate based on a person's age when such discrimination is required by state, federal, or local law.
- (g) To refuse to enter a contract with an emancipated minor.
- (h) To refuse to admit to a place of public accommodation serving alcoholic beverages to a person under the legal age for purchasing alcoholic beverages.
- (i) To refuse to admit to a place persons under eighteen (18) years of age to a business providing entertainment or selling literature that the operator of said business deems unsuitable for minors.
- (j) For an educational institution to limit the use of its facilities to those affiliated with such institution.

- (k) To provide discounts on products or services to students, or on the basis of age.
- (l) To discriminate in any arrangement for the shared ownership, lease or residency of a dwelling unit.
- (m) For a governmental or educational institution to restrict any of its facilities or to restrict employment opportunities based on duly-adopted institutional policies that conform to federal and state laws and regulations.
- (n) To restrict participation in an instructional program, athletic event or on an athletic team that conforms to federal and state laws and regulations.
- (o) This ordinance shall not apply to a private club, or other establishment not in fact open to the public, except to the extent that the goods, services, facilities privileges, advantages or accommodations of the private club or establishment are made available to the customers or patrons of another establishment that is a place of public accommodation or is licensed by the State under Act No. 8 of the Public Act of 1933, being MCLA 436.1-436.58, the Michigan Liquor Control Act as amended. This exemption shall not apply to a private club that is otherwise defined as a place of public accommodation in this ordinance. Further, to the extent that the private club permits members to invite guests on the premises, such organization is not exempted as it concerns a member's guest.
- (p) To the employment of an individual by one's family.
- (q) For an employer offering health or pension plans to provide marital or familial status limitations in such plans provided those limitations conform to state and federal laws, rules and regulations.
- (r) To the rental of housing facilities in a building which contains dwelling units for not more than two families living independently of each other if the owner of the building or a member of the owner's family resides in one of the dwelling units, or to the rental of a room or rooms in a single-family dwelling by an individual if the lessor or a member of the lessor's family resides in the dwelling.
- (s) To allow use of facilities or services by persons that may be affiliated with, or otherwise supported by, a religious organization, which may espouse policies or practices inconsistent with the general intent of this ordinance.
- (t) With respect to gender only, to a private educational institution which provides an education to only persons with one gender.

Sec. 15-46. – Information and investigation.

- (a) If any individual has a complaint alleging a violation of this chapter, he/she has one thirty (30) calendar days from the date of the individual's knowledge of the allegedly

discriminatory action or thirty (30) calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the City's Human Relations Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the Human Relations Commission will not consider the complaint.

- (b) If the individual can file a complaint with the Michigan Department of Civil Rights, or the Equal Employment Opportunity Commission, the complaint must be filed with that agency and no complaint may be filed with the City of Jackson. Complaints involving discrimination based on religion, race, color, national origin, age, sex, height, weight, familial status, or marital status must be filed with the Michigan Department of Civil Rights. Complaints involving discrimination in employment because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information must be filed with the Equal Employment Opportunity Commission. The City may only investigate allegations of sexual orientation or gender identity discrimination.
- (c) The complaint should be made in writing to the Human Relations Commission. The complaint may be filed in person, by e-mail, or by mail. The complaint must contain information about the alleged discrimination, such as the name, address, and phone number of the complainant, as well as the location, date and description of the alleged violation of this chapter.
- (d) Upon receipt, the Human Relations Commission will review the complaint and shall:
 - a. Review the complaint.
 - b. Provide a copy of the complaint to the City Manager's designee who shall distribute copies to the City Council forthwith for informational purposes only.
 - c. Provide a copy of the complaint to the City Attorney for investigation and prosecution, if warranted.
- (e) With respect to complaints filed by current city employees, the Human Relations Commission will refer such employees to any applicable processes contained in collective bargaining agreements and/or city policies and procedures. If a current employee has exhausted any such processes, he/she may file a complaint with the Human Relations Commission in accordance with the provisions of this section.
- (f) The Human Relations Commission must forward the complaint to the City Attorney within 90 days of receipt of the complaint. If additional time is necessary, the Human Relations Commission will notify the complainant of the need for additional time.
- (g) All communications with the complainant regarding actions taken or additional time being needed will be in writing, with a copy to the City Attorney. The City Attorney will notify the Human Relations Commission in writing of actions taken by the City

Attorney's office on complaints referred to that office by the Human Relations Commission.

- (h) All complaints received by the Human Relations Commission and responses from the Human Relations Commission will be retained by the City of Jackson for a duration established by the City of Jackson Open Data and Public Records Policy.
- (i) The Human Relations Commission will provide an annual report to City Council regarding the complaints received and actions taken.
- (j) No individual shall provide false information to any authorized individual investigating a complaint regarding a violation of this chapter.
- (k) For an investigation, the City Attorney may request a person to produce books, papers, or records or other documents that may be relevant to a violation or alleged violation of this chapter. If said person does not comply with such a request, the City Attorney may apply to the Jackson County Circuit Court for an order requiring production of said materials.

Sec. 15-47. – Conciliation agreements.

In cases involving alleged violations of this chapter, the City Attorney may enter into agreements whereby persons agree to methods of terminating discrimination or to reverse the effects of past discrimination. The Human Relations Commission may review such agreements. Conciliation agreements must be approved by the City Council. Violations of such agreements shall be violations of this chapter.

Sec. 15-49. - Penalties.

- (a) A violation of any provision of this chapter is a civil infraction punishable by a fine of not more than \$500.00 for each day upon which a violation occurs, plus all court costs and the costs of prosecution, and all other penalties permitted in accordance with the Municipal Civil Infractions Act, MCL 600.8727 et seq. as amended. A civil infraction may be issued by the City Attorney on behalf of the individual alleging discrimination.
- (b) Each day upon which a violation occurs shall constitute a separate and new violation.
- (c) Nothing contained in this ordinance shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any person for the prevention or correction of discrimination.

Sec. 15-50. – Interpretation.

- (a) This Non-Discrimination Ordinance shall not be read to prohibit or interfere with a religious institutions' or person's free exercise of religion as protected by the First Amendment to the United States Constitution, and Article 1, Section 4, of the Michigan Constitution.

- (b) This Non-Discrimination Ordinance shall not modify any state statute addressing criminal sexual conduct, stalking, harassment, infliction of emotional distress, or any similar or corresponding laws of the State of Michigan.

Sec. 15-53. – Repealer.

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are repealed.

Sec. 15-54. – Severability.

If any section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provisions and such holding shall not affect the validity of the remaining portions of this ordinance.

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

MEMO TO: Mayor and City Councilmembers
FROM: Andrew J. Wrozek, Jr., City Treasurer/Clerk *ajw*
DATE: January 24, 2017
SUBJECT: Second Reading and Adoption of Ordinance 2017-01

Recommendation:

Adopt Ordinance 2017-01 amending Article I, Chapter 14, City Code, to continue property inspections under Chapter 14 when there is a transfer of ownership from a non-occupant owner of the property to an occupant of the property.

Attached is Ordinance 2017-01. Ordinance 2017-01 was considered for approval and moved for 2nd reading by the Council at the January 10, 2017, City Council meeting.

I recommend approval of Ordinance 2017-01. Your consideration and concurrence is appreciated.

ORDINANCE 2017 - 01

An Ordinance amending Article I of Chapter 14 of the City of Jackson Code of Ordinances to continue property inspections under Chapter 14 when there is a transfer of ownership from a non-occupant owner of the property to an occupant of the property.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to amend Article I of Chapter 14 of the City of Jackson Code of Ordinances to continue property inspections under Chapter 14 when there is a transfer of ownership from a non-occupant owner of the property to an occupant of the property.

Section 2. That Article I of Chapter 14 of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 14-12.1 - Transfer of ownership to in-place tenant

If the ownership of a non-owner occupied residential dwelling or unit is transferred from a non-occupant owner of the property to an occupant of the property, whether by traditional sale or by land contract, any inspections under the Non-owner occupied residential property registry scheduled prior to the transfer of ownership shall continue to be conducted. Both the previous owner and the new owner shall be notified of any such inspection.

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

MEMO TO: Mayor and City Councilmembers
FROM: Andrew J. Wrozek, Jr., City Treasurer/Clerk *ajw*
DATE: January 24, 2017
SUBJECT: Second Reading and Adoption of Ordinance 2017-02

Recommendation:

Adopt Ordinance 2017-02 amending Section 14-47, Article II, Chapter 14, City Code, to list property conditions that may result in vacating a building to protect the health, safety, and welfare of the Citizens of Jackson.

Attached is Ordinance 2017-02. Ordinance 2017-02 was considered for approval after discussion and moved for 2nd reading by the Council at the January 10, 2017, City Council meeting.

I recommend approval of Ordinance 2017-02. Your consideration and concurrence is appreciated.

ORDINANCE NO. 2017- 02

An ordinance amending Section 14-47 of Article II, Chapter 14 of the City of Jackson, Michigan Code of Ordinances, to list property conditions that may result in vacating of a building to protect the health, safety and welfare of the Citizens of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this Ordinance to list property conditions that may result in vacating of a building to protect the health, safety and welfare of the Citizens of Jackson.

Section 2. That Chapter 14 of the Code of the City of Jackson be, and the same hereby is, amended to read as follows:

Sec. 14-47 - Vacating of unfit building.

Any dwelling or dwelling unit which has been declared unfit for human habitation shall be vacated within a reasonable time as required by the chief building official, chief of police or fire official. No person shall occupy such dwelling or dwelling unit until written approval is secured from the chief building official. Any person who willfully refuses to vacate a building ordered vacated under this section, who reoccupies or causes or allows such a building to be reoccupied without satisfying all requirements of a notice or order issued under this section, or who, without permission, removes a notice posted on a building pursuant to this section, shall be guilty of a misdemeanor and punished upon conviction thereof as provided in section 1-18 of this Code. Examples of property conditions that may result in vacating of a building include, but are not limited to:

- (1) Lack of essential electric service;
- (2) Lack of essential gas service;
- (3) Lack of essential water service;
- (4) Evidence of a lead hazard as demonstrated by a child with an elevated blood level who resides in or visits the dwelling as reported by the Jackson County Health Department or other health agency;
- (5) Evidence of infestation by rodents or bugs;
- (6) Evidence of a sewage backup;
- (7) Evidence of active methamphetamine components, or other drug related or hazardous materials; and
- (8) Evidence of other living conditions which are unsanitary and unfit for human habitation.

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

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for the additional of a new streetlight at 753 Union Street.**

Recommendation:

Approve the Resolution for Changes to the Standard Lighting Contract for streetlights with Consumers Energy and authorize the Mayor and City Treasurer/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 a new streetlight on the existing utility pole located at 753 Union Street.

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 a streetlight at 753 Union Street and authorization for associated authorization form execution and invoice payment. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

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

DATE: January 24, 2017

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

SUMMARY

The City has requested that Consumers Energy install one (1) new streetlight at 753 Union Street. Attached is an Authorization for Change in Standard Lighting Contract form, a Resolution for City Council Adoption, an invoice for \$100 and additional information from Consumers.

BUDGETARY CONSIDERATIONS

The estimated installation charge for the new streetlight is \$100 and estimated average monthly energy charge associated is \$11.75.

HISTORY, BACKGROUND and DISCUSSION

A Union Street resident has requested through their councilperson that a new streetlight be added to the existing utility pole at 753 Union Street. This request has since been forwarded to Consumers Energy who then provided to the attached authorization, resolution and invoice documents as well as the design for the streetlight installation.

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 City Manager and City Treasurer/Clerk to execute the appropriate documents.

ATTACHMENTS



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

Contract Number: 100000287787

Consumers Energy Company is authorized as of 1/9/2017, by the City of Jackson, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Jackson, dated 6/1/2010.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1037810063

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 6/1/2010 shall remain in full force and effect.

City of Jackson

By:

(Signature)

(Printed)

Its

(Title)

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

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Jackson, dated 6/1/2010, in accordance with the Authorization for Change in Standard Lighting Contract dated 1/9/2017,

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

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

STATE OF MICHIGAN
COUNTY OF Jackson

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

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<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>
1	<u>100</u>	<u>HPS</u>	<u>NA</u>	<u>NA</u>	<u>Install</u>	753 Union St



Account Number 300010805145
Account Name CITY OF JACKSON
Address 161 W MICHIGAN AVE
 JACKSON, MI 49201

Invoice Number 9309092630
PO Number
PO Date
Bill Date 01/11/17
DUE DATE 02/10/17

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

Comments: 753 UNION ST - JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - -
 1037810063 -
 Contact our secure credit/debit card payment center at 1-855-581-3753 to pay 'fee free' with your Visa or Master card. Have your account number, located at the top of this invoice ready. If you have any questions related to this bill or issues making your payment please contact your Consumers Energy representative.

Item	Description	Quantity	Unit Price	Amount
40010403	Electric Streetlights-CIAC	1.0 EA	\$100.00	\$100.00
Payment Terms:		Due by: 02/10/17	TOTAL DUE:	\$100.00
PLEASE ENCLOSE THE BOTTOM PORTION OF THIS INVOICE WITH YOUR PAYMENT. THE ACCOUNT NUMBER IS NECESSARY TO ENSURE YOUR PAYMENT IS PROPERLY CREDITED. THANK YOU				

Contact Information: TRACY L EMALA -517-788-1436 -

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan.

Please detach this stub and return it with your payment



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

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

Due Date	Total Due
02/10/17	\$100.00
Amount Enclosed	\$

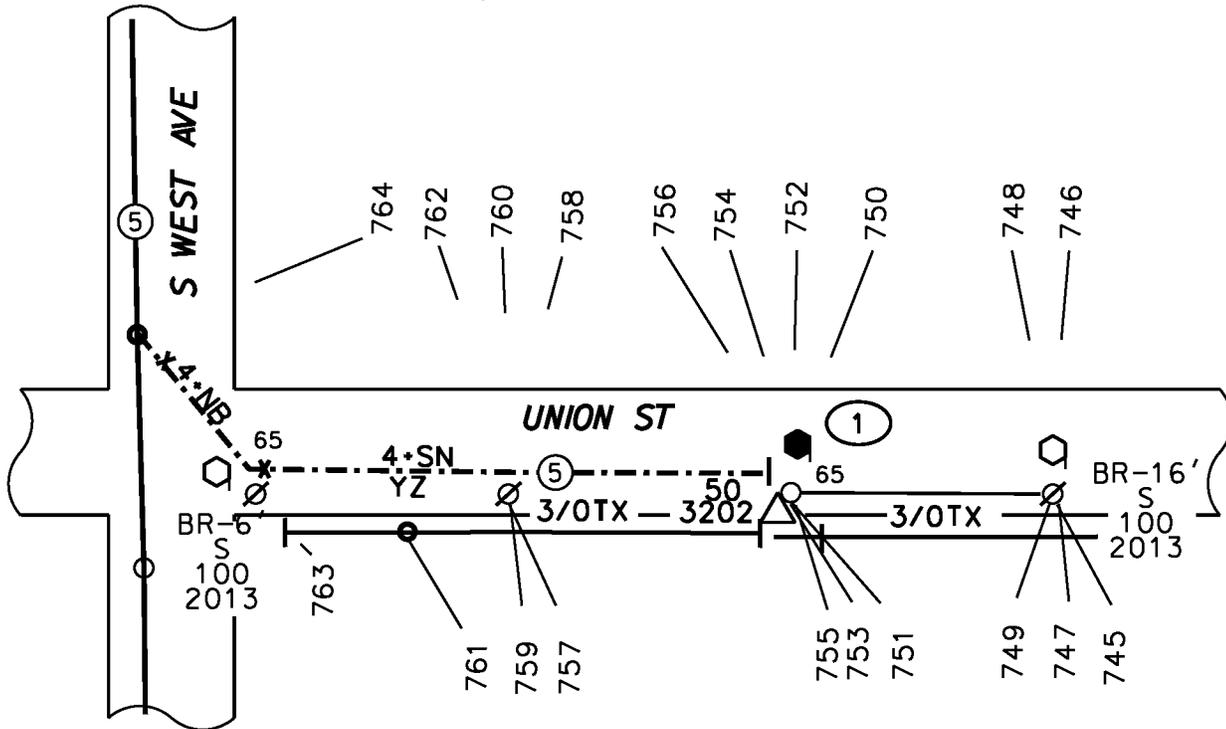
①

INSTALL

100 WATT HPS COBRA HEAD
ON 6FT BRACKET
MTG HT=25FT
per 42-103-1 fig.A

GROUND BRACKET TO DWN GND
per 42-105-1

JACKSON CO
SUMMIT TWP
T53 R01 SEC.03



CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	NUMBER	ALTERNATE
PROJECT COORDINATOR	TRACY EMALA	5177881436	5173204833
DISTRIBUTION DESIGNER	GREG GUNDY	5177881480	5177403893

NOTIFICATION #1037810063

ORDER NUMBER

Consumers Energy

A CMS Energy Company

ELECTRIC

DESIGNED BY
GCGUNDY

DATE
01/09/17

APPROVED BY

DATE

753 UNION ST - STREETLIGHT

STREETLIGHT
For: CITY OF JACKSON
753 UNION ST

SHEET 1 OF 1

SCALE
1"=100'

-CONSTRUCTION CERTIFICATION-

Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work

Dates: Started _____ Completed _____

MISS DIG NUMBER: _____ DATE: _____

TLM NUMBER

5301033202

OF
RODS

OHMS

CONSTRUCTION MEASURE NUMBER

10004149650

SUBSTATION

MORRELL

CIRCUIT

WEST AVE

WD NO.

0392

CKT NO.

02

LCP NO.

0905

ORDER TYPE

ECNC

MAINTENANCE
ACTIVITY TYPE

STL

DESIGN NUMBER

10769697

STAKED YES NO

TREES YES NO

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: **Interim Balancing Change Order 3 to the Downtown Street and Parking Lot Rehabilitation Contract with Bailey Excavating, Inc.**

Recommendation:

Approve Interim Balancing Change Order 3 to the contract with Bailey Excavating, Inc. for Downtown Street and Parking Lot Rehabilitation in the decreased amount of \$252.23 to balance contract quantities for various items that are substantially complete to match quantities placed in the field, add items that were necessary to complete work in the field and authorize the City Manager and City Engineer to execute the appropriate document

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Interim Balancing Change Order 3 for the Downtown Street and Parking Lot Rehabilitation project.

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

PHB

Attachments

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 24, 2017

RECOMMENDATION: Approve Interim Balancing Change Order 3 to the contract with Bailey Excavating, Inc. for Downtown Street and Parking Lot Rehabilitation in the decreased amount of \$252.23 to balance contract quantities for various items that are substantially complete to match quantities placed in the field, add items that were necessary to complete work in the field and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Interim Balancing Change Order 3 is to balance the contract quantities for various items that are substantially complete to match quantities placed in the field and to add items that were necessary to complete work in the field.

BUDGETARY CONSIDERATIONS

This change order represents a decrease of \$252.23, bringing the current contract amount to \$2,031,974.95.

HISTORY, BACKGROUND and DISCUSSION

On July 12, 2016, City Council approved the award of a contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$1,648,650.96. This contract is for the milling and repaving of two downtown parking lots and Jackson, Mechanic and Francis Streets between Washington Avenue and Glick Highway. Included in this contract is the construction of new curbed bump-outs with new sidewalk ramps at intersections throughout the three project zones.

On September 6, 2016, City Council approved Change Order 1 in the increased amount of \$9,000.00 to install new sanitary and storm service to the vacant lot at 224 N. Jackson Street. On September 20, 2016, City Council approved Change Order 2 in the increased amount of \$374,576.22 for the expansion of City Parking Lot 20 in coordination with the construction the Lofts on Louis multi-use building at 209 W. Louis Glick Highway bringing the current contract amount to \$2,032,227.18.

DISCUSSION OF THE ISSUE

Although work completed to date is minimal for parking lot improvements contained within this contract, work on Francis Street, Jackson Street and Mechanic Street is now substantially complete. As such, the attached Interim Balancing Change Order has been prepared to align various contract quantities with quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than contract quantities while others are more. The quantities included in the original contract and subsequent change orders were estimates.

POSITIONS

I request approval of Interim Balancing Change Order 3 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

T:\2016 projects\Downtown Street & Parking Lot Rehab_Fran, Mech, Jax and Lots 6, 8 & 9\3_CONSTRUCTION\CONTRACT MODS\CO_3_INTERIM BALANCING CO\2016 DT ST & Prkg Lot Rehab_CO 3_Rep to City Council.docx

INTERIM BALANCING CHANGE ORDER NO. 3
To Contract for
2016 Downtown Street and Parking Lot Rehabilitation
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	\$ 1,648,650.96
APPROVED CHANGE ORDER NO. 1	\$ 9,000.00
APPROVED CHANGE ORDER NO. 2	\$ 374,576.22
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$ 2,032,227.18
INTERIM BALANCING CHANGE ORDER NO. 3	\$ (252.23)
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3	\$ 2,031,974.95

REASON FOR CHANGE:

To balance contract quantities to match quantities placed in the field for those portions of contract work that have been completed to date.

CONTRACT COMPLETION:

The contract completion time remains unchanged.

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

ACCEPTED BY:

Bailey Excavating, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Patrick H. Burtch, City Manager

Date:

DOWNTOWN STREET AND PARKING LOT REHABILITATION

INTERIM BALANCING CHANGE ORDER NUMBER 3

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1500001	Mobilization, Max	1.00	0.00	1.00	LS	\$95,000.00	\$ -	\$ -
0002	2020004	Tree, Rem, 6 inch to 18 inch	9.00	-5.00	4.00	Ea	\$400.00	\$ -	\$ (2,000.00)
0003	2030011	Dr Structure, Rem	4.00	0.00	4.00	Ea	\$500.00	\$ -	\$ -
0004	2030015	Sewer, Rem, Less than 24 inch	158.00	-30.00	128.00	Ft	\$20.00	\$ -	\$ (600.00)
0005	2040020	Curb and Gutter, Rem	4,140.00	224.00	4,364.00	Ft	\$10.00	\$ 2,240.00	\$ -
0006	2040045	Masonry and Conc Structure, Rem	27.00	0.00	27.00	Cyd	\$100.00	\$ -	\$ -
0007	2040055	Sidewalk, Rem	2,725.00	276.54	3,001.54	Syd	\$10.00	\$ 2,765.40	\$ -
0008	2040080	Exploratory Investigation, Vertical	110.00	-25.00	85.00	Ft	\$75.00	\$ -	\$ (1,875.00)
0009	2047001	_ Pavt Sawcut	8,130.00	1,961.00	10,091.00	Ft	\$3.00	\$ 5,883.00	\$ -
0010	2047011	_ Driveway Rem	394.00	111.00	505.00	Syd	\$12.00	\$ 1,332.00	\$ -
0011	2047011	_ Pavt, Rem, Modified	3,136.00	46.62	3,182.62	Syd	\$15.00	\$ 699.30	\$ -
0012	2047050	_ Decorative Bollard, Rem	12.00	1.00	13.00	Ea	\$250.00	\$ 250.00	\$ -
0013	2050031	Non Haz Contam Mat'l Handling & Disp, LM	50.00	-7.50	42.50	Cyd	\$75.00	\$ -	\$ (562.50)
0014	2050041	Subgrade Undercutting, Type II	310.00	-30.00	280.00	Cyd	\$45.00	\$ -	\$ (1,350.00)
0015	2057002	_ Roadway Grading, Special	32.00	-12.00	20.00	Sta	\$2,250.00	\$ -	\$ (27,000.00)
0016	2057021	_ Flowable Fill, Non-Structural	10.00	-3.00	7.00	Cyd	\$150.00	\$ -	\$ (450.00)
0017	2057051	_ Mass Grading, Lot 6	1.00	0.00	1.00	LS	\$30,000.00	\$ -	\$ -
0018	2057051	_ Mass Grading, Lot 9	1.00	0.00	1.00	LS	\$30,000.00	\$ -	\$ -
0019	2080016	Erosion Control, Gravel Access Approach	3.00	0.00	3.00	Ea	\$5,000.00	\$ -	\$ -
0020	2080036	Erosion Control, Silt Fence	650.00	-50.00	600.00	Ft	\$2.50	\$ -	\$ (125.00)
0021	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	66.00	10.00	76.00	Ea	\$150.00	\$ 1,500.00	\$ -
0022	2087050	_ Erosion Control, Inlet Protection, Sediment Trap, Round	21.00	-5.00	16.00	Ea	\$200.00	\$ -	\$ (1,000.00)
0023	2090001	Project Cleanup	1.00	0.00	1.00	LS	\$17,000.00	\$ -	\$ -
0024	3020020	Aggregate Base, 8 inch	6,850.00	-200.00	6,650.00	Syd	\$9.30	\$ -	\$ (1,860.00)
0025	3060020	Maintenance Gravel	241.00	129.00	370.00	Ton	\$27.00	\$ 3,483.00	\$ -
0026	4021202	Sewer Tap, 8 inch	4.00	-1.00	3.00	Ea	\$500.00	\$ -	\$ (500.00)
0027	4021204	Sewer Tap, 12 inch	2.00	-2.00	0.00	Ea	\$750.00	\$ -	\$ (1,500.00)
0028	4027001	_ Sewer Backfill, Class II	1,216.00	-161.00	1,055.00	Ft	\$25.00	\$ -	\$ (4,025.00)
0029	4027001	_ Sewer, CI E, 12 inch	722.00	-335.00	387.00	Ft	\$60.00	\$ -	\$ (20,100.00)
0030	4027001	_ Sewer, DI, 8 inch	376.00	470.00	846.00	Ft	\$75.00	\$ 35,250.00	\$ -
0031	4030005	Dr Structure Cover, Adj, Case 1	133.00	-15.00	118.00	Ea	\$350.00	\$ -	\$ (5,250.00)
0032	4030280	Dr Structure, Adj, Add Depth	5.00	-2.00	3.00	Ft	\$450.00	\$ -	\$ (900.00)
0033	4030312	Dr Structure, Tap, 12 inch	14.00	9.00	23.00	Ea	\$750.00	\$ 6,750.00	\$ -
0034	4037030	_ Sewer, Fittings, DI	450.00	-50.00	400.00	Lb	\$5.00	\$ -	\$ (250.00)
0035	4037050	_ Catch Basin, ADA	1.00	1.00	2.00	Ea	\$600.00	\$ 600.00	\$ -
0036	4037050	_ Catch Basin Cover, Curb	28.00	18.00	46.00	Ea	\$600.00	\$ 10,800.00	\$ -
0037	4037050	_ Catch Basin, 24 inch dia	4.00	18.00	22.00	Ea	\$900.00	\$ 16,200.00	\$ -
0038	4037050	_ Catch Basin, 48 inch dia	23.00	-2.00	21.00	Ea	\$1,500.00	\$ -	\$ (3,000.00)
0039	4037050	_ Dr Structure, Temp Lowering, Modified	76.00	-8.00	68.00	Ea	\$250.00	\$ -	\$ (2,000.00)
0040	4037050	_ Mh Cover, Short	2.00	-1.00	1.00	Ea	\$500.00	\$ -	\$ (500.00)
0041	4037050	_ Mh Cover, Std	54.00	11.00	65.00	Ea	\$500.00	\$ 5,500.00	\$ -
0042	5010002	Cold Milling HMA Surface	23,814.00	0.00	23,814.00	Syd	\$3.30	\$ -	\$ -
0043	5010025	Hand Patching	432.00	-48.00	384.00	Ton	\$90.00	\$ -	\$ (4,320.00)
0044	5010033	HMA, 13A	4,420.00	-976.00	3,444.00	Ton	\$55.00	\$ -	\$ (53,680.00)
0045	5017011	_ HMA Surface, Rem, Modified	2,331.00	769.88	3,100.88	Syd	\$10.00	\$ 7,698.80	\$ -
0046	5017011	_ Surface Seal	8,670.00	0.00	8,670.00	Syd	\$1.50	\$ -	\$ -
0047	6020015	Conc Base Cse, Nonreinf, 6 inch	1,983.00	-94.40	1,888.60	Syd	\$32.20	\$ -	\$ (3,039.68)
0048	6020057	Conc Pavt, Misc, Nonreinf, 9 1/2 inch	502.00	172.00	674.00	Syd	\$46.00	\$ 7,912.00	\$ -
0049	6030005	Cement	17.00	34.00	51.00	Ton	\$250.00	\$ 8,500.00	\$ -
0050	6030021	Joint, Expansion, Erg	304.00	-202.00	102.00	Ft	\$15.00	\$ -	\$ (3,030.00)

DOWNTOWN STREET AND PARKING LOT REHABILITATION

INTERIM BALANCING CHANGE ORDER NUMBER 3

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0051	8010005	Driveway, Nonreinf Conc, 6 inch	412.00	177.00	589.00	Syd	\$36.80	\$ 6,513.60	\$ -
0052	8020025	Curb and Gutter, Conc, Det C6	461.00	0.00	461.00	Ft	\$19.50	\$ -	\$ -
0053	8020038	Curb and Gutter, Conc, Det F4	7,101.00	10.25	7,111.25	Ft	\$18.80	\$ 192.70	\$ -
0054	8020039	Curb and Gutter, Conc, Det F5	223.00	39.00	262.00	Ft	\$20.70	\$ 807.30	\$ -
0055	8020050	Driveway Opening, Conc, Det M	167.00	0.00	167.00	Ft	\$20.70	\$ -	\$ -
0056	8030010	Detectable Warning Surface	387.00	2.00	389.00	Ft	\$38.00	\$ 76.00	\$ -
0057	8030034	Sidewalk Ramp, Conc, 4 inch	1,489.00	-25.00	1,464.00	Sft	\$4.60	\$ -	\$ (115.00)
0058	8030036	Sidewalk Ramp, Conc, 6 inch	4,381.00	-372.00	4,009.00	Sft	\$6.00	\$ -	\$ (2,232.00)
0059	8030044	Sidewalk, Conc, 4 inch	7,540.00	11,910.50	19,450.50	Sft	\$3.45	\$ 41,091.23	\$ -
0060	8030046	Sidewalk, Conc, 6 inch	6,834.00	-423.00	6,411.00	Sft	\$4.20	\$ -	\$ (1,776.60)
0061	8037010	_ Sidewalk, Brick Pavers, Rem	1,500.00	0.00	1,500.00	Sft	\$2.50	\$ -	\$ -
0062	8100340	Post Hole Through Conc for Steel Post	32.00	-10.00	22.00	Ea	\$100.00	\$ -	\$ (1,000.00)
0063	8100371	Post, Steel, 3 lb	785.00	-200.00	585.00	Ft	\$6.05	\$ -	\$ (1,210.00)
0064	8100403	Sign, Type III, Rem	15.00	-2.00	13.00	Ea	\$50.00	\$ -	\$ (100.00)
0065	8100404	Sign, Type IIIA	6.00	-6.00	0.00	Sft	\$17.05	\$ -	\$ (102.30)
0066	8100405	Sign, Type IIIB	820.00	-200.00	620.00	Sft	\$17.05	\$ -	\$ (3,410.00)
0067	8110040	Pavt Mrkg,Ovly Cld Plas,12",X-Hat,Yellow	108.00	68.00	176.00	Ft	\$5.00	\$ 340.00	\$ -
0068	8110045	Pavt Mrkg,Ovly Cold Plastic,24",Stop Bar	462.00	5.00	467.00	Ft	\$10.00	\$ 50.00	\$ -
0069	8110052	Pavt Mrkg, Ovly Cold Plastic, Access Sym	21.00	1.00	22.00	Ea	\$302.50	\$ 302.50	\$ -
0070	8110063	Pavt Mrkg,Ovly Cold Plastic,Lt Tn Ar Sym	14.00	1.00	15.00	Ea	\$137.50	\$ 137.50	\$ -
0071	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	18.00	1.00	19.00	Ea	\$132.00	\$ 132.00	\$ -
0072	8110069	Pavt Mrkg,Ovly Cold Plastic,Railroad Sym	1.00	0.00	1.00	Ea	\$330.00	\$ -	\$ -
0073	8110078	Pavt Mrkg,Ovly Cold Plastic,Thru Ar Sym	4.00	0.00	4.00	Ea	\$121.00	\$ -	\$ -
0074	8110231	Pavt Mrkg, Waterborne, 4 inch, White	10,220.00	-81.00	10,139.00	Ft	\$0.53	\$ -	\$ (42.93)
0075	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	5,623.00	1,269.00	6,892.00	Ft	\$0.11	\$ 139.59	\$ -
0076	8110251	Pavt Mrkg,Waterborne,2nd Appl,4",White	4,235.00	0.00	4,235.00	Ft	\$0.22	\$ -	\$ -
0077	8110252	Pavt Mrkg,Waterborne,2nd Appl,4",Yellow	5,406.00	0.00	5,406.00	Ft	\$0.07	\$ -	\$ -
0078	8110307	Rem Curing Compound, for Longit Mrkg, 4"	800.00	306.00	1,106.00	Ft	\$0.72	\$ 220.32	\$ -
0079	8117001	_ Pavt Mrkg, Ovly Cold Plastic, 18 inch, Crosswalk	1,912.00	584.00	2,496.00	Ft	\$7.70	\$ 4,496.80	\$ -
0080	8117001	_ Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Blue	684.00	0.00	684.00	Ft	\$0.39	\$ -	\$ -
0081	8117001	_ Pavt Mrkg, Waterborne, 4 inch, Blue	1,818.00	-63.00	1,755.00	Ft	\$0.83	\$ -	\$ (52.29)
0082	8120022	Barric,Type III,High Intens,Lighted,Furn	93.00	-11.00	82.00	Ea	\$88.00	\$ -	\$ (968.00)
0083	8120023	Barric,Type III,High Intens,Lighted,Oper	123.00	-21.00	102.00	Ea	\$1.00	\$ -	\$ (21.00)
0084	8120030	Channelizing Device, 42 inch, Furn	200.00	10.00	210.00	Ea	\$15.84	\$ 158.40	\$ -
0085	8120031	Channelizing Device, 42 inch, Oper	200.00	10.00	210.00	Ea	\$2.00	\$ 20.00	\$ -
0086	8120100	Dust Palliative, Applied	4.00	-1.00	3.00	Ton	\$500.00	\$ -	\$ (500.00)
0087	8120120	Lighted Arrow, Type A, Furn	7.00	0.00	7.00	Ea	\$440.00	\$ -	\$ -
0088	8120121	Lighted Arrow, Type A, Oper	7.00	0.00	7.00	Ea	\$88.00	\$ -	\$ -
0089	8120170	Minor Traf Devices	1.00	0.00	1.00	LS	\$45,000.00	\$ -	\$ -
0090	8120250	Plastic Drum, High Intensity, Furn	225.00	56.00	281.00	Ea	\$17.60	\$ 985.60	\$ -
0091	8120251	Plastic Drum, High Intensity, Oper	285.00	30.00	315.00	Ea	\$2.00	\$ 60.00	\$ -
0092	8120350	Sign, Type B, Temp, Prismatic, Furn	1,468.00	-219.50	1,248.50	Sft	\$3.60	\$ -	\$ (790.20)
0093	8120351	Sign, Type B, Temp, Prismatic, Oper	1,908.00	-541.50	1,366.50	Sft	\$1.00	\$ -	\$ (541.50)
0094	8120352	Sign,TypeB,Temp,Prismatic,Special, Furn	24.00	-4.00	20.00	Sft	\$3.85	\$ -	\$ (15.40)
0095	8120353	Sign,TypeB,Temp,Prismatic,Special, Oper	24.00	-4.00	20.00	Sft	\$1.00	\$ -	\$ (4.00)
0096	8120370	Traf Regulator Control	1.00	0.00	1.00	LS	\$25,000.00	\$ -	\$ -
0097	8157050	_ Tree, 4-5 inch, Install	46.00	0.00	46.00	Ea	\$420.00	\$ -	\$ -
0098	8160027	Mulch Blanket	520.00	-100.00	420.00	Syd	\$1.50	\$ -	\$ (150.00)
0099	8160062	Topsoil Surface, Furn, 4 inch	2,965.00	-218.00	2,747.00	Syd	\$3.50	\$ -	\$ (763.00)
0100	8167011	_ Hydromulch	2,963.00	0.00	2,963.00	Syd	\$0.65	\$ -	\$ -

DOWNTOWN STREET AND PARKING LOT REHABILITATION

INTERIM BALANCING CHANGE ORDER NUMBER 3

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0101	8167011	_ Shredded Mulch	105.00	0.00	105.00	Syd	\$10.00	\$ -	\$ -
0102	8167030	_ Fertilizer, Chemical Nutrient, Cl A, Modified	274.00	-2.00	272.00	Lb	\$2.30	\$ -	\$ (4.60)
0103	8167030	_ Seeding, Mixture THM, Modified	173.00	34.00	207.00	Lb	\$9.20	\$ 312.80	\$ -
0104	8197001	_ Conductor, THWN, in Conduit, 600 V 1C, #6, AWG	1,626.00	-75.00	1,551.00	Ft	\$3.45	\$ -	\$ (258.75)
0105	8197001	_ Conduit, 2 1/2 inch, Sch 80/PVC (Empty)	1,626.00	-131.00	1,495.00	Ft	\$16.57	\$ -	\$ (2,170.67)
0106	8197001	_ Equipment Grounding Conductor, in Conduit, 1 C, #6 AWG	3,175.00	-150.00	3,025.00	Ft	\$2.95	\$ -	\$ (442.50)
0107	8197050	_ Hand Hole, Polymer Conc, 12 inch x 12 inch (Open Bottom)	46.00	-15.00	31.00	Ea	\$394.21	\$ -	\$ (5,913.15)
0108	8197050	_ Hand Hole, Polymer Conc, 12 inch x 17 inch (Open Bottom)	14.00	-8.00	6.00	Ea	\$538.50	\$ -	\$ (4,308.00)
0109	8197050	_ Hand Hole, Polymer Conc, 17 inch x 30 inch (Open Bottom)	12.00	-6.00	6.00	Ea	\$800.00	\$ -	\$ (4,800.00)
0110	8197050	_ Street Light Concrete Base	12.00	1.00	13.00	Ea	\$2,000.00	\$ 2,000.00	\$ -
0111	8197050	_ Street Light, Install	12.00	1.00	13.00	Ea	\$450.00	\$ 450.00	\$ -
0112	8197050	_ Street Light, Salvage	2.00	0.50	2.50	Ea	\$450.00	\$ 225.00	\$ -
0113	8210005	Monument Box Adjust	2.00	0.00	2.00	Ea	\$250.00	\$ -	\$ -
0114	8210010	Monument Preservation	2.00	0.00	2.00	Ea	\$1,500.00	\$ -	\$ -
0115	8230391	Gate Box, Adj, Temp, Case 1	47.00	-14.00	33.00	Ea	\$250.00	\$ -	\$ (3,500.00)
0116	8230431	Gate Box, Adj, Case 1	47.00	-12.00	35.00	Ea	\$250.00	\$ -	\$ (3,000.00)
0117	8267050	_ Bike Hoop Grouping	10.00	-4.00	6.00	Ea	\$500.00	\$ -	\$ (2,000.00)
0118	8507030	_ Overband Crack Sealing	710.00	110.00	820.00	Lb	\$5.00	\$ 550.00	\$ -
0119	8507060	_ Sewer Service, Install	9,000.00	0.00	9,000.00	Dir	\$1.00	\$ -	\$ -
0201	2047051	_ Fence, Rem and Relocate End Posts	1.00	0.00	1.00	LS	\$2,000.00	\$ -	\$ -
0202	2057051	_ Mass Grading, Glick Hwy Dev Parking Lot	1.00	0.00	1.00	LS	\$50,000.00	\$ -	\$ -
0203	4027001	_ Sewer, DI, 10 inch	172.00	0.00	172.00	Ft	\$100.00	\$ -	\$ -
0204	5017031	_ HMA, Unit Price Adjustment for 2nd Season Paving	388.00	0.00	388.00	Ton	\$10.00	\$ -	\$ -
0205	8010007	Driveway, Nonreinf Conc, 8 inch	33.00	0.00	33.00	Syd	\$45.00	\$ -	\$ -
0206	8160055	Sodding	79.00	0.00	79.00	Syd	\$10.00	\$ -	\$ -
0207	8197050	_ Street Light, Box, Pole and Fixture Furnished	6.00	0.00	6.00	Ea	\$2,000.00	\$ -	\$ -
0208	8197050	_ Street Light, Decorative, Pole and Fixture, Furnished	4.00	0.00	4.00	Ea	\$2,500.00	\$ -	\$ -
0209	8197060	_ Irrigation	8,000.00	0.00	8,000.00	Dir	\$1.00	\$ -	\$ -
0210	8130010	Riprap, Plain	5.00	0.00	5.00	Syd	\$25.00	\$ -	\$ -
0211	1027051	_ Spring Mobilization	1.00	0.00	1.00	LS	\$10,000.00	\$ -	\$ -
0212	8117050	Removal of Cure Special Markings	0.00	1.00	1.00	Ea	\$84.00	\$ 84.00	\$ -
0213	8117050	Removal of 6" or Less	0.00	1.00	1.00	Ea	\$1,860.00	\$ 1,860.00	\$ -
0214	8117050	Removal of Special Markings	0.00	1.00	1.00	Ea	\$288.00	\$ 288.00	\$ -

Total:	\$ 178,856.84	\$ (179,109.07)
Net Change:	\$ (252.23)	
Current Contract Amount:	\$ 2,032,227.18	
Revised Contract Amount:	\$ 2,031,974.95	

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: **Balancing Change Order 2 to the 2016 CDBG Local Street Reconstruction Contract (Edward Street and Winthrop Street) with Bailey Excavating, Inc.**

Recommendation:

Approve Balancing Change Order 2 to the contract with Bailey Excavating, Inc. for 2016 CDBG Local Street Reconstruction on Edward Street and Winthrop Street in the increased amount of \$1,710.00 to balance tree contract quantities to match quantities planted in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Balancing Change Order 2 for the contract for 2016 CDBG Local Street Reconstruction on Edward Street and Winthrop Street.

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

PHB

Attachments

DEPARTMENTAL REPORT

MEMO TO: Patrick H. Burtch, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 24, 2017

RECOMMENDATION: Approve Balancing Change Order 2 to the contract with Bailey Excavating, Inc. for 2016 CDBG Local Street Reconstruction on Edward Street and Winthrop Street in the increased amount of \$1,710.00 to balance tree contract quantities to match what was planted in the field and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Balancing Change Order 2 is to balance tree contract quantities to match what was planted in the field.

BUDGETARY CONSIDERATIONS

This change order represents an increase of \$1,710.00, bringing the current contract amount to \$572,200.27.

HISTORY, BACKGROUND and DISCUSSION

On May 10, 2016, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$592,296.15. This contract is for the reconstruction of both Edward Street from Wildwood Avenue to Winthrop Street and Winthrop from Edward to Withington Stadium. The contract includes water main replacement on both streets.

On December 6, 2016, City Council approved Balancing Change Order 1 in the decreased amount of \$21,805.88 to balance contract quantities for various items that were complete to match quantities placed in the field and to add items that were necessary to complete work in the field.

DISCUSSION OF THE ISSUE

This project consists of concrete curb and gutter replacement and full depth pavement replacement with new aggregate base and asphalt pavement throughout the project area. Included in the project is the replacement of the antiquated cast iron water mains (constructed in 1916 on Edward and 1927 on Winthrop) within the project area in conjunction with street construction. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood.

Due to seasonal limitations, trees to replace those that were removed during construction were not planted until the late fall of 2016. As the number of trees that were removed during construction exceeded the planned quantity, so too did the number of new trees planted. Now that the work is complete, contract quantities must be changed to match what was actually planted in the field.

POSITIONS

I request approval of Balancing Change Order 2 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

BALANCING CHANGE ORDER NO. 2
To Contract for
2016 CDBG Local Street Reconstruction
Edward Street-Wildwood to Winthrop and Winthrop Street-Edward to Withington Stadium
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	\$ 592,296.15
APPROVED ORDER NO. 1	\$ (21,805.88)
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 570,490.27
CHANGE ORDER NO. 2	\$ 1,710.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$ 572,200.27

REASON FOR CHANGE:

To balance tree contract quantities to match quantities planted in the field.

CONTRACT COMPLETION:

The contract completion time remains unchanged.

Prepared by Jon H. Dowling, P.E.
City Engineer

ACCEPTED BY:

Bailey Excavating, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Patrick H. Burtch, City Manager

Date:

2016 CDBG LOCAL STREET RECONSTRUCTION (EDWARD & WINTHROP)

BALANCING CHANGE ORDER NUMBER 2

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
000	4037050	_ Dr Structure, Temp Lowering, Modified	7.00	0.00	7.00	Ea	\$150.00	\$ -	\$ -
0001	1500001	Mobilization, Max \$28,000.00	1.00	0.00	1.00	LS	\$28,000.00	\$ -	\$ -
0002	2020003	Tree, Rem, 37 inch or Larger	2.00	0.00	2.00	Ea	\$1,950.00	\$ -	\$ -
0003	2020004	Tree, Rem, 6 inch to 18 inch	4.00	0.00	4.00	Ea	\$350.00	\$ -	\$ -
0004	2030011	Dr Structure, Rem	9.00	0.00	9.00	Ea	\$400.00	\$ -	\$ -
0005	2030015	Sewer, Rem, Less than 24 inch	102.50	0.00	102.50	Ft	\$10.00	\$ -	\$ -
0006	2040020	Curb and Gutter, Rem	1,776.00	0.00	1,776.00	Ft	\$5.00	\$ -	\$ -
0007	2040045	Masonry and Conc Structure, Rem	2.00	0.00	2.00	Cyd	\$100.00	\$ -	\$ -
0008	2040055	Sidewalk, Rem	284.00	0.00	284.00	Syd	\$6.50	\$ -	\$ -
0009	2040080	Exploratory Investigation, Vertical	35.00	0.00	35.00	Ft	\$40.00	\$ -	\$ -
0010	2047001	_ Earth Sawcut	130.00	0.00	130.00	Ft	\$1.00	\$ -	\$ -
0011	2047001	_ Pavt Sawcut	136.00	0.00	136.00	Ft	\$3.00	\$ -	\$ -
0012	2047011	_ Driveway, Rem	147.00	0.00	147.00	Syd	\$8.00	\$ -	\$ -
0013	2047011	_ Pavt, Rem, Modified	3,420.00	0.00	3,420.00	Syd	\$7.60	\$ -	\$ -
0014	2047051	_ Tree Preservation	1.00	0.00	1.00	LS	\$1,200.00	\$ -	\$ -
0015	2050018	Excavation, Rock	0.00	0.00	0.00	Cyd	\$150.00	\$ -	\$ -
0016	2050041	Subgrade Undercutting, Type II	54.00	0.00	54.00	Cyd	\$25.00	\$ -	\$ -
0017	2057002	_ Roadway Grading, Special	9.00	0.00	9.00	Sta	\$2,400.00	\$ -	\$ -
0018	2080016	Erosion Control, Gravel Access Approach	1.00	0.00	1.00	Ea	\$1,200.00	\$ -	\$ -
0019	2080036	Erosion Control, Silt Fence	209.00	0.00	209.00	Ft	\$2.00	\$ -	\$ -
0020	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	15.00	0.00	15.00	Ea	\$150.00	\$ -	\$ -
0021	2087050	_ Erosion Control, Inlet Protection, Sediment Trap, Rectangul	3.00	0.00	3.00	Ea	\$150.00	\$ -	\$ -
0022	2090001	Project Cleanup	1.00	0.00	1.00	LS	\$10,000.00	\$ -	\$ -
0023	3020020	Aggregate Base, 8 inch	3,622.00	0.00	3,622.00	Syd	\$9.50	\$ -	\$ -
0024	3060020	Maintenance Gravel	0.00	0.00	0.00	Ton	\$15.00	\$ -	\$ -
0025	4021260	Trench Undercut and Backfill	0.00	0.00	0.00	Cyd	\$65.00	\$ -	\$ -
0026	4027001	_ Sewer Backfill, Class II	291.50	0.00	291.50	Ft	\$12.00	\$ -	\$ -
0027	4027001	_ Sewer, CI E, 12 inch	291.50	0.00	291.50	Ft	\$51.00	\$ -	\$ -
0028	4027001	_ Sewer, DI, 12 inch	0.00	0.00	0.00	Ft	\$80.00	\$ -	\$ -
0029	4027001	_ Sewer, DI, 8 inch	0.00	0.00	0.00	Ft	\$60.00	\$ -	\$ -
0030	4027050	_ Sewer Lateral Repair	2.00	0.00	2.00	Ea	\$400.00	\$ -	\$ -
0031	4030005	Dr Structure Cover, Adj, Case 1	8.00	0.00	8.00	Ea	\$350.00	\$ -	\$ -
0032	4030280	Dr Structure, Adj, Add Depth	0.00	0.00	0.00	Ft	\$250.00	\$ -	\$ -
0033	4030312	Dr Structure, Tap, 12 inch	1.00	0.00	1.00	Ea	\$200.00	\$ -	\$ -
0034	4037050	_ Catch Basin Cover, Curb	14.00	0.00	14.00	Ea	\$650.00	\$ -	\$ -
0035	4037050	_ Catch Basin, 24 inch dia	5.00	0.00	5.00	Ea	\$825.00	\$ -	\$ -
0036	4037050	_ Catch Basin, 48 inch dia	9.50	0.00	9.50	Ea	\$1,630.00	\$ -	\$ -
0037	4037050	_ Mh Cover, Std	2.00	0.00	2.00	Ea	\$350.00	\$ -	\$ -
0038	4037050	_ Storm Manhole, 48 inch dia	1.00	0.00	1.00	Ea	\$1,800.00	\$ -	\$ -
0039	5010025	Hand Patching	49.00	0.00	49.00	Ton	\$120.00	\$ -	\$ -
0040	5010033	HMA, 13A	1,094.00	0.00	1,094.00	Ton	\$65.85	\$ -	\$ -
0041	6030005	Cement	0.00	0.00	0.00	Ton	\$200.00	\$ -	\$ -
0042	7060011	Conc, Grade S2	0.50	0.00	0.50	Cyd	\$150.00	\$ -	\$ -
0043	8010005	Driveway, Nonreinf Conc, 6 inch	160.00	0.00	160.00	Syd	\$30.60	\$ -	\$ -
0044	8020038	Curb and Gutter, Conc, Det F4	1,801.00	0.00	1,801.00	Ft	\$15.75	\$ -	\$ -
0045	8020050	Driveway Opening, Conc, Det M	48.00	0.00	48.00	Ft	\$20.45	\$ -	\$ -
0046	8030010	Detectable Warning Surface	15.00	0.00	15.00	Ft	\$33.60	\$ -	\$ -
0047	8030036	Sidewalk Ramp, Conc, 6 inch	218.00	0.00	218.00	Sft	\$6.30	\$ -	\$ -
0048	8030044	Sidewalk, Conc, 4 inch	2,244.00	0.00	2,244.00	Sft	\$3.60	\$ -	\$ -
0049	8030046	Sidewalk, Conc, 6 inch	360.00	0.00	360.00	Sft	\$3.60	\$ -	\$ -
0050	8100371	Post, Steel, 3 lb	240.00	0.00	240.00	Ft	\$8.00	\$ -	\$ -
0051	8100403	Sign, Type III, Rem	30.00	0.00	30.00	Ea	\$35.00	\$ -	\$ -
0052	8100404	Sign, Type IIIA	13.00	0.00	13.00	Sft	\$18.00	\$ -	\$ -
0053	8100405	Sign, Type IIIB	66.00	0.00	66.00	Sft	\$18.00	\$ -	\$ -

2016 CDBG LOCAL STREET RECONSTRUCTION (EDWARD & WINTHROP)

BALANCING CHANGE ORDER NUMBER 2

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0054	8120022	Barric,Type III,High Intens,Lighted,Furn	11.00	0.00	11.00	Ea	\$80.00	\$ -	\$ -
0055	8120023	Barric,Type III,High Intens,Lighted,Oper	11.00	0.00	11.00	Ea	\$4.00	\$ -	\$ -
0056	8120100	Dust Palliative, Applied	0.00	0.00	0.00	Ton	\$100.00	\$ -	\$ -
0057	8120170	Minor Traf Devices	1.00	0.00	1.00	LS	\$5,000.00	\$ -	\$ -
0058	8120250	Plastic Drum, High Intensity, Furn	50.00	0.00	50.00	Ea	\$15.00	\$ -	\$ -
0059	8120251	Plastic Drum, High Intensity, Oper	50.00	0.00	50.00	Ea	\$1.00	\$ -	\$ -
0060	8120350	Sign, Type B, Temp, Prismatic, Furn	217.00	0.00	217.00	Sft	\$3.60	\$ -	\$ -
0061	8120351	Sign, Type B, Temp, Prismatic, Oper	217.00	0.00	217.00	Sft	\$1.00	\$ -	\$ -
0062	8120352	Sign,TypeB,Temp,Prismatic,Special, Furn	90.00	0.00	90.00	Sft	\$3.70	\$ -	\$ -
0063	8120353	Sign,TypeB,Temp,Prismatic,Special, Oper	90.00	0.00	90.00	Sft	\$1.00	\$ -	\$ -
0064	8120370	Traf Regulator Control	1.00	0.00	1.00	LS	\$2,500.00	\$ -	\$ -
0065	8150002	Watering&Cultivating,1st Seasn,Min \$600.00	1.00	0.00	1.00	LS	\$650.00	\$ -	\$ -
0066	8150003	Watering&Cultivating,2nd Seasn,Min \$600.00	1.00	0.00	1.00	LS	\$650.00	\$ -	\$ -
0067	8157050	_ Acer rubrum 'Red Sunset', 2-1/2 inch	2.00	4.00	6.00	Ea	\$785.00	\$ 3,140.00	\$ -
0068	8157050	_ Gledotsia tricanthos inermis 'Skyline', 2 1/2 inch	3.00	-2.00	1.00	Ea	\$715.00	\$ -	\$ (1,430.00)
0069	8157050	_ Syringa Reticulate 'Ivory Silk' (Japanese Tree Lilac), 2-1/2 in	2.00	0.00	2.00	Ea	\$785.00	\$ -	\$ -
0070	8160062	Topsoil Surface, Furn, 4 inch	1,262.00	0.00	1,262.00	Syd	\$3.75	\$ -	\$ -
0071	8167011	_ Hydromulch	1,262.00	0.00	1,262.00	Syd	\$2.50	\$ -	\$ -
0072	8230051	Gate Valve and Box, 6 inch	1.00	0.00	1.00	Ea	\$1,125.00	\$ -	\$ -
0073	8230052	Gate Valve and Box, 8 inch	6.00	0.00	6.00	Ea	\$1,465.00	\$ -	\$ -
0074	8230391	Gate Box, Adj, Temp, Case 1	3.00	0.00	3.00	Ea	\$150.00	\$ -	\$ -
0075	8230431	Gate Box, Adj, Case 1	4.00	0.00	4.00	Ea	\$200.00	\$ -	\$ -
0076	8237001	_ Hydrant Extension	2.00	0.00	2.00	Ft	\$530.00	\$ -	\$ -
0077	8237001	_ Water Main Backfill, Class II	887.90	0.00	887.90	Ft	\$19.00	\$ -	\$ -
0078	8237001	_ Water Main, 6 inch	33.00	0.00	33.00	Ft	\$44.70	\$ -	\$ -
0079	8237001	_ Water Main, 8 inch	984.66	0.00	984.66	Ft	\$59.20	\$ -	\$ -
0080	8237001	_ Water Main, 8 inch, Dir Bore	739.00	0.00	739.00	Ft	\$83.75	\$ -	\$ -
0081	8237050	_ Hydrant Assembly	3.00	0.00	3.00	Ea	\$5,600.00	\$ -	\$ -
0082	8237050	_ Hydrant, Rem, Modified	2.00	0.00	2.00	Ea	\$600.00	\$ -	\$ -
0083	8237050	_ Water Main, 6 inch, Cut & Plug, Modified	0.00	0.00	0.00	Ea	\$200.00	\$ -	\$ -
0084	8237050	_ Water Main, 8 inch, Cut & Plug, Modified	6.00	0.00	6.00	Ea	\$600.00	\$ -	\$ -
0085	8237050	_ Water Main, Connect New 6 inch to Existing 4 inch	1.00	0.00	1.00	Ea	\$3,065.00	\$ -	\$ -
0086	8237050	_ Water Main, Connect New 8 inch to Existing 8 inch	5.00	0.00	5.00	Ea	\$2,800.00	\$ -	\$ -
0087	8237050	_ Water Serv, 1 inch	6.00	0.00	6.00	Ea	\$1,400.00	\$ -	\$ -
0088	8507030	_ Water Main Fittings, DI	0.00	0.00	0.00	Lb	\$8.00	\$ -	\$ -
0101	8237001	_ Water Service Pipe, Cu, 1 inch	41.00	0.00	41.00	Ft	\$45.70	\$ -	\$ -
0102	8237050	_ Electrical Permit Aquisition and Compliance	0.00	0.00	0.00	Ea	\$150.00	\$ -	\$ -
0103	8237050	_ Grounding Conductor, Temporary Disconnect	0.00	0.00	0.00	Ea	\$100.00	\$ -	\$ -
0104	8237050	_ Plumbing Permit Acquisition and Compliance	0.00	0.00	0.00	Ea	\$350.00	\$ -	\$ -
0105	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	0.00	0.00	0.00	Ea	\$250.00	\$ -	\$ -
0106	8237050	_ Water Meter	0.00	0.00	0.00	Ea	\$300.00	\$ -	\$ -
0107	8237050	_ Water Service Pipe, Abandon, Two-inch Diameter or Less	1.00	0.00	1.00	Ea	\$200.00	\$ -	\$ -
0132	8237051	_ 4" Water Tie-in to Bleachers/Concession Stand	1.00	0.00	1.00	LS	\$3,480.00	\$ -	\$ -
0137	4027051	_ Sewer Repair	1.00	0.00	1.00	LS	\$3,000.00	\$ -	\$ -
0142	4027051	_ Jetting	1.00	0.00	1.00	LS	\$3,187.50	\$ -	\$ -
0147	4037050	_ Storm Manhole, 60 inch dia	1.00	0.00	1.00	Ea	\$2,365.00	\$ -	\$ -
0152	8167030	_ Seed	97.00	0.00	97.00	Lb	\$2.25	\$ -	\$ -
0157	8167030	_ Fertilizer	51.00	0.00	51.00	Lb	\$1.75	\$ -	\$ -

Total:	\$ 3,140.00	\$ (1,430.00)
Net Change:	\$ 1,710.00	
Current Contract Amount:	\$ 570,490.27	
Revised Contract Amount:	\$ 572,200.27	

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: Amendment 5 to the 2014 Major Street Design and Engineering contract

Recommendation:

Approval of Amendment 5 to the contract for 2014 Major Street Design and Engineering with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$185,906.00, and authorization for the City Manager and City Engineer to sign the contract documents.

Attached is a report from Jon H. Dowling, City Engineer, regarding an amendment to the above described contract.

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

PHB

Attachments

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 24, 2017

RECOMMENDATION: Approval of Amendment 5 to the 2014 Major Street Design and Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$185,906.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

SUMMARY

On June 24, 2014, City Council awarded the 2014 Major Street Design and Engineering contract to Hubbell, Roth & Clark, Inc (HRC) of Bloomfield Hills, MI. In February 2016, City Council approved a Contract Amendment for design and construction engineering services for the repaving of Jackson, Mechanic and Francis Streets between Washington Avenue and Glick Highway. The subject Contract Amendment is to provide for a continuation of the design and construction engineering services for similar work in 2017 within downtown area.

BUDGETARY CONSIDERATIONS

The current contract amount for 2014 Major Street Design and Engineering contract with HRC is \$523,167.04. The total amount for the proposed Amendment 5 is \$185,906.00, bringing the revised contract amount to \$709,073.04.

HISTORY, BACKGROUND and DISCUSSION

On June 24, 2014, the City Council awarded the 2014 Major Street Design and Engineering contract to HRC in the amount of \$165,294.30 for construction inspection on North Street and design and construction engineering on Wisner Street.

On June 23, 2015, City Council approved Amendment 1 in the amount of \$49,702.00 for engineering services to rehabilitate the Jackson Crossing Sanitary Lift Station adjacent to Wisner Street.

On December 15, 2015, City Council approved Amendment 2 based on a RFP, in the amount of \$113,860.30 for engineering services on the CDBG funded reconstruction of Edward and Winthrop Streets as well as resurfacing treatments to downtown City Parking Lot 6 (east of JTA Transfer Station), Lot 8 (east of Post Office) and Lot 9 (behind BZB Café).

On February 23, 2016, City Council approved Amendment 3 in the amount of \$107,310.44 for design and construction engineering services for intersection improvements and the repaving of Jackson, Mechanic and Francis Streets between Washington and Glick.

On July 12, 2016, City Council approved Amendment 4 in the amount of \$87,000 for design modifications for the Wisner Street project, to lengthen construction periods for both North Street and Wisner Street and the addition of water main design and construction engineering services on the Edward and Winthrop Streets project.

The current contract amount as set by Contract Amendment 4 is \$523,167.04.

DISCUSSION OF THE ISSUE

The proposed Contract Amendment consists of two components. The first is an amendment to include construction engineering services for the expansion of City Parking Lot 20 in coordination with the construction of the Lofts on Louis mixed-use building at 209 W. Louis Glick Highway. These services will be provided at a not-to-exceed cost of \$39,200.00.

The second component of this Contract Amendment is for design and construction engineering services to continue in 2017 the resurfacing and enhancements within the city center that were performed in 2016 on Jackson, Mechanic and Francis Streets between Washington Avenue and Glick Highway. The proposed 2017 improvements included in this contract amendment consist of:

- a) milling and resurfacing Jackson Street between Franklin Street and Washington Avenue with intersection and on-street parking improvements;
- b) pavement, intersection and parking improvements on Michigan Avenue between First Street and Blackstone Street with water main and potential sanitary sewer replacement;
- c) pavement improvements, water main replacement and the installation of on-street angle parking on Ingham and VanBuren Streets to the west of Jackson Street;
- d) installation of decorative low-level lighting on Michigan Avenue between First and Blackstone, on Blackstone between Michigan and Glick and on Glick Hwy. between Blackstone and Jackson; and
- e) pavement replacement with geogrid and aggregate base repairs, changing station base installations and curb improvements at City Parking Lot 7 (behind City Hall).

The services for the above items a) through e) will be provided at a not-to-exceed cost of \$146,706.00.

The total amount for the proposed Amendment 5 is \$185,906.00, bringing the revised contract amount to \$709,073.04.

POSITIONS

Engineering recommends that Amendment 5 to the contract for the 2014 Major Street Design and Engineering with HRC be approved for the not-to-exceed cost of \$185,906.00. Funding is available in the Major Street, Local Street, Parking and Water Funds. I also request that the City Manager and City Engineer be authorized to sign the contract documents.

ATTACHMENT

AMENDMENT NO. 5
To Contract for
2014 Major Street Design and Construction Engineering Services
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	\$165,294.30
AMENDMENT NO. 1	\$49,702.00
AMENDMENT NO. 2	\$113,860.30
AMENDMENT NO. 3	\$107,310.44
AMENDMENT NO. 4	\$87,000.00
CONTRACT AMOUNT AS SET BY AMENDMENT NO.4	\$523,167.04
AMENDMENT NO. 5	\$185,906.00
Details of changes shown on the attached sheets.	
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.5	\$709,073.03

REASON FOR AMENDMENT:

To add design and construction engineering services for parking lot construction, low level decorative streetlight installations, and pavement, intersection and parking improvements within the downtown area as described in the letter by Hubbell, Roth & Clark, Inc.

Prepared by Jon H. Dowling, P.E.
City Engineer

ACCEPTED BY:

Nancy M.D. Faught, P.E.
Hubbell, Roth & Clark, Inc.

Date

ACCEPTED BY:

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

Date

ACCEPTED BY:

Patrick H. Burtch, City Manager

Date

PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Keith D. McCormack
Nancy M. D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix
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Todd J. Sneathen
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HUBBELL, ROTH & CLARK, INC.

OFFICE: 801 Broadway NW, Suite 215
Grand Rapids, MI 49504
PHONE: 616.454.4286
FAX: 616.454.4278
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

September 21, 2016

City of Jackson
Engineering Division
City Hall, 4th Floor
161 W. Michigan Ave.
Jackson, Michigan 49201

Via: E-Mail – jdowling@cityofjackson.org

Attn: Mr. Jon H. Dowling, PE – City Engineer
Re: Amendment 5 to 2014 Major Street Design and Construction Engineering Services
HRC Job No. 20140380

Dear Mr. Dowling:

As discussed with you, Hubbell, Roth & Clark, Inc. (HRC) is submitting this amendment for the above noted project. This amendment covers additional construction engineering services to construct the parking lot at 209 W. Louis Glick Hwy.

As part of the project, HRC has been requested to provide additional construction engineering and observation services. Additional services are as stated below.

209 W. Glick Parking Lot Construction Engineering and Observation:

- ≡ Additional construction engineer for Parking Lot construction
 - ≡ Additional effort was due to the addition of the construction of the entire parking lot
- ≡ Additional observation effort for Parking Lot construction
 - ≡ Additional effort was due to the addition of the construction of the entire parking lot
- ≡ Wage rate modifications for partial construction in the 2016 season and completion of the construction in the 2017 construction season. Original construction contract was planned to be completed in 2016

For the 209 W. Glick Parking Lot Construction Engineering services, we are requesting an additional \$39,200. This additional effort brings the proposed not-to-exceed total for this contract to \$562,367.

We appreciate this opportunity to be of service to the City of Jackson Engineering Division. Please feel free to contact the undersigned at (248) 454-6390 if you have any questions.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Nancy M.D. Faught, P.E.
Vice President

pc: HRC; T. Sneathen; File

PRINCIPALS

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Aaron A. Uranga

HUBBELL, ROTH & CLARK, INC.

OFFICE: 2101 Aurelius Road, Suite 2A
Holt, MI 48842
PHONE: 517.694.7760
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

January 3, 2017

City of Jackson
161 W. Michigan Avenue
Jackson, Michigan 49201

Attn: Jon Dowling, City Engineer

Re: 2017 Downton Streets Rehabilitation
Amendment to RFQP 2014 Major Street Design
And Construction Engineering Contract

HRC Job No. 20161085

Dear Mr. Dowling:

Per our conversation on December 7th regarding this amendment, we understand the City is desirous to rehabilitate four streets in the downtown and Parking Lot 7. We understand the scope of work to include:

- Jackson Street-Washington Avenue to Louis Glick Highway
 - Prepare two schematic drawings with cost estimates
 - New Angled parking
 - Maintain existing parking
 - Mill and overlay
 - Install low level lighting
 - Depending on schematic choice, implement necessary curb and gutter changes
 - Install compliant sidewalk ramps at all locations in this area.
 - Evaluate existing watermain for replacement
- Michigan Avenue-First Ave to Blackstone Ave
 - Review existing right of way and prepare two schematic drawings with cost estimates
 - Angled parking
 - No angled parking
 - At Wildwood crossover, evaluate and redesign westbound lane transition and island crossover at war memorial
 - Remove curb radii and replace with bump-outs and ADA compliant sidewalk ramps in the same area
 - Replace existing 24" brick sewer
 - Evaluate existing watermain for replacement
- Ingham Street and Van Buren Street
 - Modify existing intersection to close Van Buren west of Ingham and install curb and gutter to only allow 90 degree access to streets
 - Install drive approach from Ingham Avenue into new parking area
 - Remove curb radii and replace with bump-outs and ADA compliant sidewalk ramps
 - Any necessary storm sewer modifications
- Blackstone Avenue – Michigan Avenue to Glick Hwy
 - Install low level lighting
- Parking Lot 7 at City Hall
 - Remove all pavement
 - Install new curb island and electric vehicle charging stations
 - Install geogrid and 6" of aggregate base in all utility trenches
 - Install new HMA

All design is to be completed in such a way that the project is under construction by the end of June 2017. The City is requesting that HRC perform all design and construction engineering services.

For the design HRC will:

- Gather topographic survey
- Develop necessary schematics and preliminary cost estimates for Jackson and Michigan
- Develop preliminary and final design documents suitable for bidding through the City including:
 - Pedestrian detour routes
 - Limited maintenance of traffic plans. It is assumed that the traffic can be maintained on the existing roads. During removal and placement of the curbs, minimal pavement closures will be necessary and there is sufficient pavement for maintaining existing traffic patterns. During the milling and overlay operations, flagging will be required and traffic will be maintained however, this will be discussed with the City.

For construction engineering services, HRC will:

- Provide inspection. For this proposal we assumed 8 weeks of construction at 50 hours per week. In addition there is time included for project startup and cleanup.
- Material testing will be performed by the City contractors
- Provide construction layout of the new curb areas
- Provide construction administration including supervision, holding progress meetings, office document management and as-built plans.

Todd Sneathen will be the HRC's Project Manager. He previously managed the City's CDBG and Downtown Streets Project. The following schedule is required for this project to be under construction by end of June 2017.

- Award by the City by no later than February 1
- Submit preliminary plans for review by March 31
- Receive comments from City by April 14th
- Final plan review submittal by April 28th
- Receive comments from City by May 5th
- Advertise May 12th
- Open bids on June 1st
- Council award June 13th

For clarity purposes HRC identifies the following items that are not included in our proposal:

- Geotechnical investigations
- Modifications to any of the existing traffic signals
- Detailed maintenance of traffic plans
- Plant inspection during construction

HRC can perform these services for:

- Design engineering \$65,262
- Construction engineering \$81,444

Please see the attached for detailed cost information and if you have any questions or require any additional information, please contact the undersigned. We look forward to working with the City on this project.

Mr. Jon Dowling
January 3, 2017
HRC Job Number 20161085
Page 3 of 3

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Nancy M.D. Faught, P.E.
Vice President



Todd Sneathen, P.E.
Associate

Attachment

pc: HRC; File

City of Jackson
 2017 Downton Streets Rehabilitation
 Proposal for Design and Construction Engineering
 Amendment to RFQP 2014 Major Street Design and Construction Engineering Contract



Hubbell, Roth & Clark, Inc.
 January 3, 2017

	Principal - Faught \$51.00	Project Manager - Sneathen \$51.00	Project Engineer \$34.00	Grad Eng I \$28.00	Sr. CAD Tech \$34.00	Electrical Engineer \$40.00	Survey Manager \$43.50	Senior Party Chief \$36.00	Instrument Person \$25.00	Survey Office Supervisor \$42.00	CE Manager \$38.00	Sr. Construction Observer \$31.00	Support Staff \$22.00	TOTAL HRS
SUBTASKS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
Design Engineering														
Topographic Survey		1			20		4	80		24				129
Kick-off Meeting and Site Visit		3	3											6
Confirming Cost Estimate		1	4			1								6
Schematic Plans and Review Meeting		3	3		12									
Preliminary Design		8	42	112	90	24								276
Specs. & Consturction Cost Estimate		2	16	10		6								34
City Review/Progress Meetings		12	12											24
Final Plans/Specifications for Bidding		4	10	50	48	20							4	136
QA/QC - Plan Review	8					1								
Bidding Assistance		4	4		4									12
Sub-Total Direct Labor Hours	8	38	94	172	174	52	4	80		24			4	650
Sub-Total Direct Labor Cost	\$408.00	\$1,938.00	\$3,196.00	\$4,816.00	\$5,916.00	\$2,080.00	\$174.00	\$2,880.00		\$1,008.00			\$88.00	\$ 22,504.00
Construction Engineering														
Management and Administration	2	12	12	5	5	12					45			93
Construction Layout					8		4	70	30	12				
Field Observation												360	45	405
Project Closeout		6	18		28	14					4	40	25	135
Sub-Total Direct Labor Cost	\$102.00	\$918.00	\$1,020.00	\$140.00	\$1,394.00	\$1,040.00	\$174.00	\$2,520.00	\$750.00	\$504.00	\$1,862.00	\$12,400.00	\$1,540.00	\$ 24,364.00
Overtime for Construction Engineering														
Overtime Rate												\$46.50		
Overtime Hours												80		80
Sub-Total Direct Labor Cost (OT Rates)												\$3,720.00		\$3,720.00
Sub-Total Direct Labor (Hours)	10	56	124	177	215	78	8	150	30	36	49	480	74	1,487
Sub-Total Direct Labor	\$510.00	\$2,856.00	\$4,216.00	\$4,956.00	\$7,310.00	\$3,120.00	\$348.00	\$5,400.00	\$750.00	\$1,512.00	\$1,862.00	\$16,120.00	\$1,628.00	

Total Direct Labor Costs \$50,588.00

Total Cost at 2.9 Multiplier \$ 146,705.20

Total Design Cost \$ 65,261.60
 Total Construction Engineering Cost \$ 81,443.60

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: **Amendment 2 to Contract for Engineering and Design of Kibby Road – West Avenue to City Limits**

Recommendation:

Consideration and denial of Amendment 2 to the contract for Kibby Road Design and Engineering with Mannik Smith Group of Monroe, MI at a not-to-exceed cost of \$11,500.00.

Attached is a report Jon Dowling, City Engineer requesting approval of Amendment 2 to the contract for the above referenced project. At the public information meeting held January 11, 2017, this extra work was requested to determine whether a "T" intersection at Kibby and Denton would accommodate traffic at a level equal to the proposed roundabout that was presented. Engineering staff believe that the roundabout will handle traffic in a far more efficient manner than a "T" intersection, which will likely serve to back traffic up during high usage times.

Therefore, I refrain from recommending approval of contract Amendment 2 with Mannik Smith Group, as doing so will likely incur an additional \$11,000.00 to \$12,000.00 in cost that will serve only to increase Kibby Road resident assessments. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 24, 2017

RECOMMENDATION: Approval of Amendment 2 to the contract for Kibby Road Design and Engineering with Mannik Smith Group of Monroe, MI at a not-to-exceed cost of \$11,500.00, and authorization for the City Manager and City Engineer to sign the contract documents.

SUMMARY

On March 15, 2016, City Council awarded the Kibby Road Design and Engineering contract to Mannik Smith Group. On June 28, 2016, Amendment 1 to the contract was approved by City Council to add the design and engineering of a roundabout at Kibby Road and Denton Road. Engineering is now seeking to amend the contract to add the traffic engineering of the intersection of Kibby and Denton under various road designs.

BUDGETARY CONSIDERATIONS

The revised contract amount for Kibby Road after Amendment 1 is \$113,115.00. The total amount for Amendment 2 is \$11,500.00, bringing the revised contract amount to \$124,615.00.

HISTORY, BACKGROUND and DISCUSSION

The City has Kibby Road from West Avenue to the City limits on the TIP in 2017 with \$929,000 in federal funds and \$232,000 in City funds for reconstruction of pavement with curb repairs to reduce pavement width to one vehicle lane in each direction. The project will also include features to improve accessibility to the adjacent non-motorized trail.

DISCUSSION OF THE ISSUE

At a public meeting held January 11, 2017 for Kibby Road, the public requested a “T” intersection instead of a roundabout for Kibby and Denton. It was determined that a traffic study is required to review the level of service for the various intersection designs. Mannik Smith Group has prepared a proposal for the traffic engineering services required. Attached is their letter outlining their scope of service and cost for the amendment (Amendment 2).

POSITIONS

Engineering recommends that Amendment 2 to the contract for the Kibby Road design and engineering with Mannik Smith Group be approved at their not-to-exceed cost of \$11,500.00. Funding is available in the Major Street Fund. I also request that the City Manager and City Engineer be authorized to sign the contract documents.

ATTACHMENT



1771 N. Dixie Highway
Monroe, MI 48162
Tel: 734.289.2200
Fax: 734.289.2345
www.MannikSmithGroup.com

AGREEMENT FOR ADDITIONAL/REVISED PROFESSIONAL SERVICES

MSG Project No.: J1060002
Date: January 18, 2017

CLIENT: City of Jackson

CLIENT CONTACT: Shelly Allard, Purchasing Coordinator; Jon Dowling, City Engineer

ADDRESS: 161 W. Michigan Ave. CITY, STATE, ZIP Jackson, MI, 49201

PHONE: _____ EMAIL: _____

PROJECT NAME: Kibby Road Design and Engineering

PROJECT UNDERSTANDING:

The City of Jackson ("CLIENT") desires for the Mannik and Smith Group, Inc. ("CONSULTANT") to complete a brief Intersection Alternatives Assessment at the Kibby Road and Denton Road intersection. The Assessment will include a comparison of the following:

- Single-lane roundabout as currently designed by MSG as part of the current Kibby Road Engineering Services contract;
- An one-way stop controlled intersection with the following lane assignments:
 - East Bound Denton Road – one (1) left turn lane and one (1) right turn lane operating under stop controlled,
 - Northeast bound Kibby Road – one (1) left turn lane and one (1) through lane un-controlled,
 - Southwest bound Kibby Road – one (1) shared through-right turn lane un-controlled.
- Screening analysis for a traffic signal control or all-way stop control if other options do not satisfy intersection needs

MSG is pleased to present this change order proposal to provide traffic engineering services to conduct the requested Assessment to develop transportation recommendations for the proposed project. The Services shall be performed in accordance with the provisions of the Professional Services Agreement (the "AGREEMENT") dated April 7, 2016 between the CONSULTANT and the CLIENT. This Change Order is incorporated in and a part of the AGREEMENT.

SCOPE OF WORK FOR MSG:

Intersection Alternatives Assessment

- Conduct an evaluation of each intersection alternative which includes:
 - Overall intersection operations (Levels of Service (LOS), Delays, and 95th percentile queue lengths);
 - Construction cost for the limits of the intersection;
 - Safety analysis evaluating the estimated crash reductions and overall safety of each intersection alternative.
- If the above discussed alternatives do not satisfy the intersection needs, warrant analyses for signalization or all-way stop control will be conducted and capacity analysis performed. At this point, MSG will present all options to the CLIENT and the two best options will be selected, and further analysis conducted and exhibits prepared for those alternatives.
- If authorized, conduct an automated intersection turning movement count (TMC) using MioVision video counting equipment during a typical weekday (Tuesday, Wednesday, or Thursday).
- Submit brief technical memo and a summary exhibit to the CLIENT documenting data collected, analysis methodology and results.
- Prepare exhibits and presentation for use by CLIENT in describing the project alternatives in future meetings.

ASSUMPTIONS

- Correspondence with CLIENT is anticipated to be performed via conference call or video conference. If any interim submittals are requested by the CLIENT, these are also expected to be handled by email or phone calls. In-person meetings are not anticipated and are not included; however this service can be provided for an additional fee to be determined.
- Two fees are included in this proposal
 - One (1) with the inclusion of the CONSULTANT performing intersection traffic counts;
 - One (1) using estimated intersection volumes extrapolated from tube counts provided by the CLIENT.



1771 N. Dixie Highway
 Monroe, MI 48162
 Tel: 734.289.2200
 Fax: 734.289.2345
 www.MannikSmithGroup.com

AGREEMENT FOR ADDITIONAL/REVISED PROFESSIONAL SERVICES

MSG Project No.: J1060002
 Date: January 18, 2017

- Further reviews or reviews which require an expansion of the scope beyond what is described above may require an additional fee.
- The detailed comparison including exhibits and cost estimates, will be performed for two alternatives to be selected by the CLIENT. Up to four alternatives will be assessed from a traffic operations standpoint to refine the field of alternatives to the two best alternatives. Should the CLIENT desire detailed analysis of additional alternatives, this service can be provided for an additional fee.

FEE SCHEDULE:

TIME AND MATERIALS (NOT TO EXCEED) LUMP SUM

PROJECT FEE 1	\$ 5,950	Intersection Alternatives Assessment using new traffic count
PROJECT FEE 2	\$ 5,550	Intersection Alternatives Assessment using estimated traffic volumes
RETAINER	\$ N/A	(to be applied to final invoice)

SCHEDULE:

This work will be completed according to the following schedule:
 Data collection will be completed within five (5) days after authorization to proceed, performed under typical weekday conditions (Tuesday, Wednesday, or Thursday) during favorable weather and while school is in session. The short technical memo including exhibits summarizing results will be completed and submitted to the CLIENT within two (2) weeks of authorization to proceed.

AGREEMENT:

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions. No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein. In the event Client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the Terms & Conditions are considered accepted by the Client.

CITY OF JACKSON

THE MANNIK & SMITH GROUP, INC.

SIGNED: _____
 PRINTED: _____
 TITLE: _____
 DATE: _____

SIGNED: _____
 PRINTED: _____
 TITLE: _____
 DATE: _____

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Vujnov, City Attorney
DATE: Council Meeting – January 24, 2017
SUBJECT: **Amending Section 14-72 – Exterior Building Envelope**

Recommendation: APPROVE the attached Ordinance.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Vujnov, City Attorney
DATE: Council Meeting – January 24, 2017
RECOMMENDATION: **Approve the Ordinance for the Amending of Section 14-72 – Exterior Building Envelope**

SUMMARY

The attached Ordinance amends Section 14-72 of the Code of Ordinances to require that commercial buildings, mixed use buildings and residential buildings of 6 or more units must have exterior cameras monitoring the exits and entrances.

HISTORY, BACKGROUND and DISCUSSION

The proposed ordinance amendment would require that property owners of commercial buildings, mixed use buildings and residential buildings of 6 or more units must install and maintain security cameras on the exterior of the buildings. Only buildings that make formal application for a building permit after April 1, 2017 would have to comply with the new ordinance. Any existing building, or building already issued a building permit, would not have to comply.

The purpose of the ordinance is to increase visibility at entrances and exits and to increase safety and reduce crime. Property owners will be required to retain footage from the security cameras for 120 days.

POSITIONS

Approve the Ordinance for amendment of Section 14-72 – Exterior Building Envelope.

ATTACHMENTS: *Ordinance*

ORDINANCE 2017 - _____

An Ordinance amending Section 14-72, Division 4, Article II of Chapter 14 of the City of Jackson Code of Ordinances to require the use of exterior security cameras on all commercial buildings, all residential buildings with six or more units, and all mixed-use buildings, for the health, safety and welfare of the citizens of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to require exterior cameras on all commercial buildings, all residential buildings with four or more units, and all mixed-use buildings for the health, safety and welfare of the citizens of the City of Jackson.

Section 2. That Section 14-72, Division 4, Article II of Chapter 14 of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 14-72. - Exterior building envelope.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) *Structure.* Every foundation, wall and roof shall be reasonably weatherproof, waterproof and rodent-proof, shall be capable of privacy and kept in good repair.
 - a. The foundation elements shall adequately support the building at all points of the building footprint.
 - b. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain, dampness or rodents to the interior portions of the walls, or which might provide harborage for insects or other vectors of disease. Exterior walls and wood trim shall be well and sufficiently painted so as to prevent same from deteriorating and becoming havens for rodents, insects and other vectors of disease. Defective paint that is suspected of containing lead levels in excess of allowable limits shall be treated or removed in accordance with established H.U.D. and E.P.A. guidelines.
 - c. The roof system shall be free of defects of any kind including, but not limited to, deflection that is not a consequence of, or results in, an unsafe condition, the admission of moisture, damage to structural members, sheathing, flashings, roof covering, ventilation, and drainage systems.

- d. Gutters and downspouts shall be provided so as to prevent rainwater from causing dampness in the walls or interior portion of the building and to prevent ground water from migrating to or entering into the basement walls or foundation.
- (2) *Stairs and porches.* Every inside and outside stair, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the loads to which they are subjected and shall be kept in sound condition and in good repair. In the case of stairs with four (4) or more risers, the stairway shall be equipped with a full length handrail and/or guardrail. Such handrails and guardrails shall be installed in accordance with the state building code or the state residential code.
- (3) *Openings.* Every window, exterior door, and basement hatchway and their frames shall be maintained in good repair, operate as designed and intended, and shall be weatherproof, rodent-proof, and waterproof.
- (4) *Chimneys.* All chimneys shall be maintained in sound condition, free of holes and breaks and operate as intended. All chimneys shall be properly capped and supplied with an appropriate cleanout. The top of the chimney shall be at least two (2) feet above any point on the roof within a ten-foot radius of the chimney, but shall not be less than three (3) feet above the highest point where the chimney passes through the roof.
- (5) *Street numbers.* All buildings shall bear distinctive street numbers at least four (4) inches in height at or near the front entrance of such building. The owners of all buildings shall cause the correct numbers to be placed thereon. All numbers shall be facing the street, shall be of a contrasting color and in such a position as to be plainly visible from the street. The use of Arabic numerals is required.
- (6) *Exterior cameras.* All commercial buildings, all residential building of six (6) units or more, and all mixed-use buildings that make formal application for a building permit after April 1, 2017 must have an operating security camera facing each entrance or exit of the building that is filming twenty-four (24) hours per day, seven (7) days per week. Security camera footage must be maintained for a minimum of one hundred twenty (120) days.

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

ORDINANCE 2017 - _____

An Ordinance amending Section 14-72, Division 4, Article II of Chapter 14 of the City of Jackson Code of Ordinances to require the use of exterior security cameras on all commercial buildings, all residential buildings with ~~four~~six or more units, and all mixed-use buildings, for the health, safety and welfare of the citizens of the City of Jackson.

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

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: Approval of the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2016

Recommendation:

Approval of the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2016

Attached is a memo from Philip Hones, regarding the filing of a required Deficit Elimination Plan for the City's Special Assessment Capital Project Fund Deficit at June 30, 2016. The actual Plan he will be filing needs prior City Council approval before it can be sent to the State for certification.

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

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Philip Hones, Finance Director

DATE: January 24, 2017

RECOMMENDATION: Approval of the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2016

SUMMARY

Recent State Treasury Numbered Letter 2014-1 (issued May 1, 2014) now requires that all local units of government that incur fund deficits – including those related to Special Assessment Capital Project Funds – shall formulate a Deficit Elimination Plan. A unit’s Plan is required to be approved by the governing body before it is submitted to the State for certification.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations related to this action.

HISTORY, BACKGROUND and DISCUSSION

Special Assessment Capital Project Funds, by their nature, will always have a deficit condition since the revenues from the special assessment receivables are not recognized as revenues until collected. The City, like all other government units, has always had a deficit condition in its Special Assessment Capital Projects Fund. The recent State Treasury Numbered Letter 2014-1, however, now requires that a Deficit Elimination Plan also be filed for this previously excluded fund type.

DISCUSSION OF THE ISSUE

Attached is the Deficit Elimination Plan I plan to send to the State Treasury following approval by the City Council. Filing this Plan, and its subsequent certification, is necessary to avoid withholding of future state shared revenues.

POSITIONS

Approval of the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2016.

Attachments

January 25, 2017

Harlan Goodrich
Local Government Financial Services Division
State of Michigan – Dept. of Treasury

VIA EMAIL

RE: CITY OF JACKSON (38-2-010) – 6/30/2016 DEFICIT ELIMINATION PLAN

Dear Mr. Goodrich:

Your letter dated December 29, 2016 indicated the City of Jackson is required to file a Deficit Recovery Plan as a result of having a deficit of (\$1,132,447) in its Special Assessment Capital Projects Fund as of June 30, 2016. It is my understanding this requirement is required as a result of the Treasury's Numbered Letter 2014-01.

Deficit Elimination Plan:

I have attached page 32 from the City's 2016 CAFR which indicated the above deficit in the Special Assessment Fund. This deficit is the result of special assessments receivable in the amount of \$1,135,986 being categorized as "Deferred Inflows of Resources". These receivables are not recognized as revenue until collected, which is normally ten years, but in some instances can take up to 15 years from the time the special assessment rolls are confirmed.

Also attached is a worksheet labeled "Special Assessments – Schedule of Payoffs". We prepared this worksheet to reflect the projected collection of special assessments, as of June 30, 2016, were each assessed amount not paid until due. As the schedule indicates, the next five years will include, at a minimum, collections of \$691,061, or 61% of the total receivable. The next five years will include collections of \$323,368, or 28%, leaving a balance of \$121,557, or 11%, to be collected in the remaining five years.

I am aware from our previous discussion with the State, a deficit elimination plan is normally for one year, but in no case longer than five years. A multi-year plan such as this, therefore, will require annual progress reports to provide evidence the assessments are being eliminated as projected. The City will provide such progress reports annually to document this.

I hope this response satisfies the Treasury requirements. Also attached is the City Council approval of this Plan, as required. Please contact me if you need additional information or have any questions.

Sincerely,

Philip Hones
Finance Director

CITY OF JACKSON, MICHIGAN

Governmental Funds Balance Sheet
June 30, 2016

	General	Major Streets	Special Assessment Capital Projects	Nonmajor Governmental Funds	Totals
Assets					
Pooled cash and investments	\$ 2,485,264	\$ 927,959	\$ 33,089	\$ 7,189,844	\$ 10,636,156
Accounts receivables, net	238,932	45,688	-	193,173	477,793
Taxes receivable	1,781,763	-	-	-	1,781,763
Loans receivable	-	-	-	70,875	70,875
Other receivables	-	-	1,135,986	10,860	1,146,846
Due from other governments	639,791	577,371	-	1,968,160	3,185,322
Due from other funds	-	-	-	103,463	103,463
Interfund receivable	1,849,114	-	-	-	1,849,114
Inventories	-	320,616	-	15,500	336,116
Prepaid items	17,427	-	-	64,436	81,863
Long-term advances to other funds	50,000	-	-	40,000	90,000
Total assets	\$ 7,062,291	\$ 1,871,634	\$ 1,169,075	\$ 9,656,311	\$ 19,759,311
Liabilities					
Accounts payable	\$ 276,181	\$ 363,587	\$ -	\$ 338,837	\$ 978,605
Accrued payroll	306,090	16,021	-	69,850	391,961
Other liabilities	70,798	-	-	-	70,798
Due to other funds	54,329	-	33,089	140	87,558
Interfund payable	-	-	-	1,849,114	1,849,114
Unearned revenue	246,013	-	-	206,549	452,562
Long-term advances from other funds	-	-	1,132,447	50,000	1,182,447
Total liabilities	953,411	379,608	1,165,536	2,514,490	5,013,045
Deferred inflows of resources					
Unavailable revenue - loans receivable	-	-	-	70,875	70,875
Unavailable revenue - special assessment receivable	-	-	1,135,986	-	1,135,986
Total deferred inflows of resources	-	-	1,135,986	70,875	1,206,861
Fund balances					
Nonspendable	67,427	320,616	-	3,151,648	3,539,691
Restricted	-	1,171,410	-	2,965,751	4,137,161
Committed	-	-	-	956,075	956,075
Unassigned (deficit)	6,041,453	-	(1,132,447)	(2,528)	4,906,478
Total fund balances (deficit)	6,108,880	1,492,026	(1,132,447)	7,070,946	13,539,405
Total liabilities, deferred inflows of resources and fund balances	\$ 7,062,291	\$ 1,871,634	\$ 1,169,075	\$ 9,656,311	\$ 19,759,311

The accompanying notes are an integral part of these financial statements.

**Special Assessments
Schedule of Payoffs
June 30, 2016**

Roll	Year	Term	Balance																	Balance
			6/30/2015	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31		
3334	2007	10	249.66	249.66																-
3337	2007	10	2,818.67	2,818.67																-
3340	2007	10	207.45	207.45																-
3343	2007	10	1,883.30	1,883.30																-
3349	2008	10	8,079.07	4,039.54	4,039.54															(0.01)
3351	2009	10	19,812.53	6,604.18	6,604.18	6,604.18														(0.01)
3352	2009	10	2,610.25	870.08	870.08	870.08														0.01
3353	2009	10	2,727.12	909.04	909.04	909.04														-
3354	2009	10	1,117.68	372.56	372.56	372.56														-
3355	2010	10	4,718.93	1,179.73	1,179.73	1,179.73	1,179.73													0.01
3356	2010	10	20,456.83	5,114.21	5,114.21	5,114.21	5,114.21													(0.01)
3357	2010	8	2,359.12	1,179.56	1,179.56															-
3358	2011	7	4,304.59	2,152.30	2,152.30															(0.01)
3359	2011	10	6,637.55	1,327.51	1,327.51	1,327.51	1,327.51	1,327.51												-
3360	2011	10	9,803.69	1,960.74	1,960.74	1,960.74	1,960.74	1,960.74												(0.01)
3361	2011	10	10,886.18	2,177.24	2,177.24	2,177.24	2,177.24	2,177.24												(0.02)
3362	2011	10	8,088.74	1,617.75	1,617.75	1,617.75	1,617.75	1,617.75												(0.01)
3363	2011	10	14,035.46	2,807.09	2,807.09	2,807.09	2,807.09	2,807.09												0.01
3364	2011	10	5,095.66	1,019.13	1,019.13	1,019.13	1,019.13	1,019.13												0.01
3365	2012	10	20,435.64	3,405.94	3,405.94	3,405.94	3,405.94	3,405.94	3,405.94											-
3366	2012	10	73,162.93	12,193.82	12,193.82	12,193.82	12,193.82	12,193.82	12,193.82	12,193.82										0.01
3367	2012	10	4,322.00	720.33	720.33	720.33	720.33	720.33	720.33											0.02
3368	2012	10	29,084.91	4,847.49	4,847.49	4,847.49	4,847.49	4,847.49	4,847.49											(0.03)
3369	2013	10	30,519.75	4,359.96	4,359.96	4,359.96	4,359.96	4,359.96	4,359.96	4,359.96										0.03
3370	2013	10	106,157.14	15,165.31	15,165.31	15,165.31	15,165.31	15,165.31	15,165.31	15,165.31										(0.03)
3371	2013	10	4,762.65	680.38	680.38	680.38	680.38	680.38	680.38											(0.01)
3372	2013	10	16,433.88	2,347.70	2,347.70	2,347.70	2,347.70	2,347.70	2,347.70	2,347.70										(0.02)
3373	2013	10	15,051.44	2,150.21	2,150.21	2,150.21	2,150.21	2,150.21	2,150.21	2,150.21										(0.03)
3374	2013	10	62,619.95	8,945.71	8,945.71	8,945.71	8,945.71	8,945.71	8,945.71	8,945.71										(0.02)
3375	2014	11	36,201.33	4,022.37	4,022.37	4,022.37	4,022.37	4,022.37	4,022.37	4,022.37	4,022.37									-
3376	2014	15	42,034.84	3,233.45	3,233.45	3,233.45	3,233.45	3,233.45	3,233.45	3,233.45	3,233.45	3,233.45								(0.01)
3377	2015	10	25,419.64	2,824.40	2,824.40	2,824.40	2,824.40	2,824.40	2,824.40	2,824.40	2,824.40									0.04
3378	2015	10	34,365.80	3,818.42	3,818.42	3,818.42	3,818.42	3,818.42	3,818.42	3,818.42	3,818.42									0.02
3379	2015	10	73,831.18	8,203.46	8,203.46	8,203.46	8,203.46	8,203.46	8,203.46	8,203.46	8,203.46									0.04
3380	2015	12	86,362.12	7,851.10	7,851.10	7,851.10	7,851.10	7,851.10	7,851.10	7,851.10	7,851.10	7,851.10								0.02
3381	2016	15	125,953.09	8,396.87	8,396.87	8,396.87	8,396.87	8,396.87	8,396.87	8,396.87	8,396.87	8,396.87								0.04
3382	2016	15	118,637.47	7,909.16	7,909.16	7,909.16	7,909.16	7,909.16	7,909.16	7,909.16	7,909.16	7,909.16								0.07
3383	2016	15	67,424.33	4,494.96	4,494.96	4,494.96	4,494.96	4,494.96	4,494.96	4,494.96	4,494.96	4,494.96								(0.07)
4153	2008	10	6,556.69	3,278.35	3,278.35															(0.01)
4154	2007	10	1,571.29	1,571.29																-
4263	2016	1	14,325.61	14,325.61																-
4264	2016	1	920.54	920.54																-
4267	2016	1	13,938.98	13,938.98																-
			-	-																-
			-	-																-
			-	-																-
			-	-																-
TOTAL			1,135,985.68	178,095.55	142,180.05	131,530.30	122,774.44	116,480.50	105,571.04	84,403.46	50,754.19	50,754.19	31,885.54	31,885.54	24,034.44	24,034.44	20,800.99	20,800.99	0.02	



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

December 29, 2016

**NOTICE OF INTENT TO
WITHHOLD STATE PAYMENTS**

Municipality Code: 382010

APR Form ID No: 11517

SENT VIA EMAIL

Chief Administrative Officer
City of Jackson
phones@cityofjackson.org

Dear Chief Administrative Officer:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in Numbered Letter 2016-1.

The Local Government Financial Services Division received an audit report from your local unit for the fiscal year ending 2016. Your Certified Public Accountant has indicated a deficit in one or more funds as follows:

<u>FUND NAME</u>	<u>AMOUNT</u>
Special Assessment Capital Projects	-\$1,132,447.00

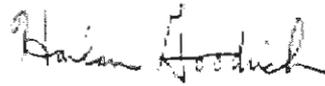
If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12 months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis.

Except where indicated "No Plan Necessary," please upload a deficit elimination plan for all funds listed above and a certified resolution online at <http://www.michigan.gov/MunicipalFinance>

within 30 days from the date of this letter. Should a plan not be filed within 30 days, we may withhold 25% of the local unit's State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are not released when a plan has been *filed*, but when a plan has been *evaluated and certified* by Treasury.

After receiving your plan, we will notify you by email if additional information is needed or that your plan has been certified. If you have any questions or concerns, please do not hesitate to contact us at (517) 373-3227 or Treas_MunicipalFinance@Michigan.gov.

Sincerely,

A handwritten signature in black ink that reads "Harlan Goodrich". The signature is written in a cursive style with a large initial "H".

Harlan Goodrich, Manager
Local Government Financial Services Division



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

R. KEVIN CLINTON
STATE TREASURER

NUMBERED LETTER 2014-1

DEFICIT ELIMINATION PLANS

Issued By: Local Audit and Finance Division, Bureau of Local Government Services

Issue Date: May 1, 2014

2014-1 This numbered letter repeals numbered letter 2012-1, and further clarifies when a deficit elimination plan is required and how to determine the amount of deficit to be eliminated. Significant changes since numbered letter 2012-1 include the calculation of current liabilities and certain situations where deferred inflows of resources minus taxes and special assessments receivable may offset the deficit.

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2), states that units of local government (local units) who end their fiscal year in a deficit condition shall formulate a deficit elimination plan (plan). Any assessment of a local unit's deficit condition should be made at the fund level of reporting, not at the government-wide level. The plan shall be filed with the Department of Treasury (Treasury) for evaluation and certification. Primary local units are responsible for filing the plans of discretely presented component units.

Determining a Deficit for Governmental Funds (Modified Accrual)

For all governmental funds (not proprietary funds, fiduciary funds, or discretely presented component units), a plan is necessary to eliminate most "unrestricted fund balance" deficits. For governmental funds other than the General Fund, if the "deferred inflows of resources minus taxes and special assessments receivable" is greater than the "unrestricted fund balance", no plan is necessary. Unrestricted fund balance is the sum of the Committed, Assigned, and Unassigned balances. An unrestricted fund balance deficit exists when the local unit does not have sufficient resources available to cover the deficit. This occurs when the sum of the Nonspendable and Restricted fund balances is greater than the total fund balance. Resources available to cover the deficit includes assets that are not restricted by federal, state, or local laws, regulatory authorities, bond covenants, contractual agreements, or other legal constraints. Therefore, when funds have a total fund balance surplus and an unrestricted fund balance deficit, sufficient unrestricted resources do not exist to eliminate the deficit.

Determining a Deficit for Proprietary Funds, Fiduciary Funds, and Discretely Presented Component Units (Full Accrual)

Various methods have been used to determine the amount of a deficit in a proprietary fund, fiduciary fund, or a discretely presented component unit. For purposes of uniformity among all units of local government, effective immediately, Treasury will define a deficit as stated below. Local units will be expected to apply the same test to determine if a deficit elimination plan is necessary.

Proprietary Fund, Fiduciary Fund, and Discretely Presented Component Unit Deficit Test

Step 1: Does the “unrestricted net position” or “total net position” have a deficit? If both are “no”, no plan is necessary. If one is “yes”, is the “deferred inflows of resources minus taxes and special assessments receivable” greater than either deficit? If “yes”, no plan is necessary. If “no”, proceed to Step 2.

Step 2: Calculate current assets minus current liabilities. For this calculation, current liabilities should not include the current portion of long-term obligations. If the answer is positive, no plan is necessary. If the answer is negative, proceed to Step 3.

Step 3: Compare A) the larger deficit between the “unrestricted net position” and the “total net position”, and B) current assets minus current liabilities.

Step 4: Submit a plan to eliminate the smaller deficit between A and B.

Example 1

Unrestricted Net Position = (430,000), Total Net Position = 1,800,000

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 75,000, Current Liabilities = 60,000

Step 1: Unrestricted Net Position has a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.

Step 2: $75,000 - 60,000 = 15,000$. Answer is positive. No plan is necessary.

Step 3: Not Applicable

Step 4: Not Applicable

Example 2

Unrestricted Net Position = (430,000), Total Net Position = 1,800,000

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 75,000, Current Liabilities = 510,000

Step 1: Unrestricted Net Position has a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.

Step 2: $75,000 - 510,000 = (435,000)$. Answer is negative. Proceed to Step 3

Step 3: A (430,000) or 1,800,000, B (435,000)

Step 4: A is a smaller deficit than B. Submit a plan to eliminate the (430,000) unrestricted net position deficit.

Example 3

Unrestricted Net Position = (430,000), Total Net Position = 1,800,000

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 75,000, Current Liabilities = 200,000

Step 1: Unrestricted Net Position has a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.

Step 2: $75,000 - 200,000 = (125,000)$. Answer is negative. Proceed to Step 3.

Step 3: A **(430,000)** or 1,800,000, B (125,000)

Step 4: B is a smaller deficit than A. Submit a plan to eliminate the (125,000) difference between current assets and current liabilities.

Example 4

Unrestricted Net Position = (430,000), Total Net Position = (1,500,000)

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 75,000, Current Liabilities = 510,000

Step 1: Unrestricted Net Position and Total Net Position have a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.

Step 2: $75,000 - 510,000 = (435,000)$. Answer is negative. Proceed to Step 3.

Step 3: A (430,000) or **(1,500,000)**, B (435,000)

Step 4: B is a smaller deficit than A. Submit a plan to eliminate the (435,000) difference between current assets and current liabilities.

Example 5

Unrestricted Net Position = (430,000), Total Net Position = (450,000)

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 75,000, Current Liabilities = 610,000

Step 1: Unrestricted Net Position and Total Net Position have a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.

Step 2: $75,000 - 610,000 = (535,000)$. Answer is negative. Proceed to Step 3.

Step 3: A (430,000) or **(450,000)**, B (535,000)

Step 4: A is a smaller deficit than B. Submit a plan to eliminate the (450,000) total net position deficit.

Example 6

Unrestricted Net Position = (470,000), Total Net Position = (450,000)

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 75,000, Current Liabilities = 610,000

Step 1: Unrestricted Net Position and Total Net Position have a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.

Step 2: $75,000 - 610,000 = (535,000)$. Answer is negative. Proceed to Step 3.

Step 3: A **(470,000)** or (450,000), B (535,000)

Step 4: A is a smaller deficit than B. Submit a plan to eliminate the (470,000) unrestricted net position deficit.

Example 7

Unrestricted Net Position = (130,000), Total Net Position = 1,800,000

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 55,000, Current Liabilities = 60,000

Step 1: Unrestricted Net Position has a deficit < Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. No plan is necessary.

Step 2: Not Applicable

Step 3: Not Applicable

Step 4: Not Applicable

Local units whose only deficit is for a proprietary fund, fiduciary fund, or discretely presented component unit where it has been determined a plan is not necessary should select "Yes" to question #2 on their Auditing Procedures Report (Form 496).

Filing Requirements

It is the position of Treasury that a reasonable plan to eliminate a deficit condition is vital to the fiscal well-being of a local unit as is early implementation of that plan. Therefore, local units should not wait until Treasury sends a request letter for a deficit elimination plan to develop one. By providing better guidance on what constitutes a deficit, it is the expectation of Treasury that a local unit will submit a plan as soon as possible after the close of its fiscal year end. A plan should be filed prior to or concurrent with the submission of the local unit's audit report to Treasury.

A plan generally should be for one year, but in no case longer than five years. Local units with multiple year plans that do not meet their subsequent year deficit projections must submit a revised plan that adheres to the time frame that was originally certified, not to exceed five years. The continued certification of a plan may be contingent on the filing of monthly or quarterly update reports with Treasury, as deemed necessary. Plans and acceptable evidence (defined below) can be emailed to Treas_MunicipalFinance@michigan.gov or to the postal address provided. If a plan has been sent via email, it is not necessary to also send a copy via postal mail.

Acceptable Evidence to Support a Plan

- Certified copies of board/council resolutions (describing funds and amounts) approving additional appropriations sufficient to eliminate the deficit and a copy of the journal entry that shows that the transfer has been made or a trial balance.
- Projected budget approved by the legislative body as evidenced by a certified resolution itemizing yearly revenues by source, expenditures/expenses by activity, and changes in the fund balance/retained earnings through the year of the deficit's eventual elimination. There is a five-year limit for an approved plan; the plan must be amended if the deficit increases or the plan is not otherwise followed.

Failure to Submit an Acceptable Plan

Should a plan not voluntarily be submitted, Treasury will no longer "request" a plan. The local unit will be sent, via U.S. Postal Service, a Notice of Intent to Withhold State Payments. The local unit will have 30 days from the date of the notice to file a plan. Should a plan not be filed within 30 days, we will withhold 25% of the local unit's State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are released not when a plan has been filed, but when a plan has been evaluated and certified by Treasury.

If you have any questions, please contact our office.

Michigan Department of Treasury
Local Audit and Finance Division
P.O. Box 30728
Lansing, MI 48909
517-373-3227

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: January 24, 2017
SUBJECT: Approve the Agreement Regarding Transfer of Property and Demolition or Rehabilitation of Dangerous and Unsafe Structure, Authorize the Mayor to Sign said Agreement, and Accept the Quit Claim Deed for Conveyance of Property at 552 Commonwealth Ave

Recommendation:

- Accept the donation of the condemned property at 552 Commonwealth Ave by approving the Agreement Regarding Transfer of Property and Demolition or Rehabilitation of Dangerous and Unsafe Structure;
- Authorize the Mayor to sign said Agreement; and,
- Accept the Quit Claim Deed for conveyance of the property.

Attached is a memorandum from Jennifer Morris, Director of the Department of Neighborhood & Economic Development, regarding the donation of a condemned residential structure to the City.

I recommend approval of the donation as outlined above. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

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

DATE: January 24, 2017

RECOMMENDATION: Approve the Agreement Regarding Transfer of Property and Demolition or Rehabilitation of Dangerous and Unsafe Structure, Authorize the Mayor to Sign said Agreement, and Accept the Quit Claim Deed for Conveyance of Property at 552 Commonwealth Ave

SUMMARY

- Accept the donation of the condemned property at 552 Commonwealth Ave by approving the Agreement Regarding Transfer of Property and Demolition or Rehabilitation of Dangerous and Unsafe Structure;
- Authorize the Mayor to sign said Agreement; and,
- Accept the Quit Claim Deed for conveyance of the property.

BUDGETARY CONSIDERATIONS

The City is holding in escrow \$12,000 of fire insurance withholding funds, also referred to as Act 495 funds, which may be used to repair, replace or demolish the fire damaged structure at 552 Commonwealth Ave. The property owners requested they be allowed to transfer ownership to the City and that the Act 495 funds be used to demolish the structure.

The cost of demolition is estimated between \$11,400 and \$13,900. Any amount not covered by the fire insurance withholding would be covered by the City's Demo fund.

HISTORY, BACKGROUND and DISCUSSION

In October 2015, a dryer fire damaged the electrical, mechanical, and plumbing systems throughout the basement area of this circa 1925 home. The fire also caused structural damage to the basement and west exterior wall, and all levels of the home suffered smoke damage. The property owners contacted the City in February 2016 as a possible H4HH acquisition/demolition; however, the property was not located in the defined target area. The owners continued negotiation with City staff to accept the property as a donation, utilizing the fire insurance withholding funds to demolish the structure.

DISCUSSION OF THE ISSUE

Once a property owner approaches the City to request a property transfer, staff in the Department of Neighborhood & Economic Operations and the City Attorney's office order and review title work to

ensure the City would receive clean title after transfer, and also identify all outstanding debt owed to the City. Once that debt, if any, is paid, the City Attorney processes the Agreement to Transfer Property.

The owner is required to present a fully executed quit claim deed to the City Attorney to review and modify, if necessary, to convey full legal title of the property to the City. If deemed viable, the City will accept responsibility for the for the costs of demolition once all taxes, liens, special assessments, judgments, invoices or other indebtedness of the owner related to the property has been paid.

POSITIONS

Requested action is for City Council to approve the Agreement Regarding Transfer of Property and Demolition or Rehabilitation of Dangerous and Unsafe Structure, authorize the Mayor to sign said Agreement, and accept the Quit Claim Deed for conveyance of property at 552 Commonwealth Ave.

Attachments:

- Maps
- Agreement Regarding Transfer of Property
- Quit Claim Deed

552 Commonwealth Ave, PIN 2-240100000





AGREEMENT REGARDING TRANSFER OF PROPERTY
AND DEMOLITION OR REHABILITATION
OF DANGEROUS AND UNSAFE STRUCTURE

This Agreement, entered into on the _____ day of _____, 2017 between Jonathan and Crystel Watts, whose address is 6261 Burning Tree Street, Jackson, MI 49201, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (“the City”),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 133, Lansing Avenue Heights, according to
the recorded plat thereof, as recorded in Liber 9
of Plats Page 50, Jackson County Records.

Parcel # 2-240100000

and commonly known as 552 Commonwealth Ave., Jackson, Michigan (“the property”);

WHEREAS, a vacant, substandard, deteriorated, or dilapidated building is located on the above described property;

WHEREAS, Owner and the City desire to have the building either removed from the property or rehabilitated, and acknowledge that its removal or rehabilitation is for the betterment of the public’s health, safety, and welfare; and;

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition or rehabilitate the building at the City’s expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.
- D. Owner shall convey the property to the City via quit claim deed, drafted by a licensed Michigan attorney.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, Owner will pay any and all liens, special assessments, judgments, fees, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall either demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site, or may rehabilitate the building(s) on the property.
- H. Owner shall not be responsible for any of the costs of rehabilitation of the building(s), or for demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.
- O. This Agreement, upon its acceptance by the parties, shall constitute the entire Agreement and understanding between the parties and supersedes all prior and contemporaneous negotiations, representations, and agreements, whether written or oral, with respect to the subject matter herein.

The parties have signed this Agreement by their authorized officers or agents on the dates listed below.

Dated: _____

Jonathan Watts

Dated: _____

Crystal Watts

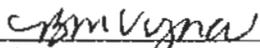
CITY OF JACKSON

Dated: _____

By: _____

Bill Jors
Its Mayor

Approval as to form:



Bethany M. Vajnov
City Attorney

Approval as to content:



Patrick H. Burch
City Manager

QUITCLAIM DEED

The Grantors, **Jonathan C. Watts and Crystel M. Watts**, husband and wife, quitclaim to Grantee, **City of Jackson**, a Michigan Municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201, the following described premises in the City of Jackson, Jackson County, Michigan:

Lot 133, Lansing Avenue Heights, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 50, Jackson County Records. Subject to existing restrictions, easements, rights-of-way and zoning laws of record affecting the use of the property. (Commonly known as 552 Commonwealth, Jackson, Michigan) (Tax Computer No. 2-2401)

for less than \$100.00. This deed is exempt from Michigan Real Estate Transfer Tax under the provisions of MCL Sections 207.526(a) and 207.505(a).

DATED: _____, 2017.

Jonathan C. Watts

Crystel M. Watts

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

On _____, 2017, **Jonathan C. Watts and Crystel M. Watts**, husband and wife, appeared before me and signed and acknowledged this Deed as their free act and deed.

Notary Public, Jackson County, MI
My commission expires: _____

Prepared without opinion by: Brad A. Breliniski, Esq.
CURTIS, CURTIS & BRELINSKI, P.C.
120 W. Michigan Avenue, Suite 1500
P. O. Box 766
Jackson, MI 49204-0766
517-787-9481

When Recorded Return to: **Grantee**

Send Subsequent Tax Bills To: **Grantee**

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Patrick H. Burch, City Manager 
DATE: January 24, 2017
SUBJECT: **Option Agreement with Miller-Valentine Group**
119 E. Wesley, 406 Francis, 410 Francis, 412 Francis and related alley

Recommendation: APPROVE the attached Option Agreement and authorize the City Manager to make modifications to the Option Agreement, if necessary, and to take all other actions to effectuate the sale of the properties to the Miller-Valentine Group.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Vujnov, City Attorney

DATE: Council Meeting – January 24, 2017

RECOMMENDATION: **Approve the Option Agreement with Miller-Valentine Group for 119 E. Wesley, 406 Francis, 410 Francis, 412 Francis and related alley**

SUMMARY

The attached Option Agreement sets out the rights and responsibilities of the City of Jackson and Miller-Valentine Group regarding granting of an option by the City for purchase of 119 E. Wesley, 406 Francis, 410 Francis, 412 Francis and the related alley.

HISTORY, BACKGROUND and DISCUSSION

The proposed Option Agreement would grant Miller-Valentine Group (“MV”) a 6 month option to purchase 119 E. Wesley, 406 Francis, 410 Francis, 412 Francis and related alley. This property is across from the Commonwealth Commerce Center. MV plans to construct a mixed use building with approximately 49 residential units and 3,000 square feet of commercial space.

MV would pay \$10,000 for the option. If MV decides not to exercise the option, \$9,000 would be refunded to MV. MV could also purchase an additional 90 days under the option for an additional \$10,000. If MV decides to terminate during the 90 day renewal period, there would be no refund.

Once the option is exercised, MV must sign a purchase agreement and development agreement which will contain developmental milestones and developmental criteria for the property. The construction on the project must be commenced by March 15, 2018.

POSITIONS

Approve the Option Agreement, authorize the City Manager to make modifications to the Option Agreement and to take all other actions to effectuate the sale of the properties to the Miller-Valentine Group.

ATTACHMENTS: *Option Agreement*

OPTION AGREEMENT
_____, 2017

The City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 ("Grantor"), and MV Residential Development LLC, an Ohio limited liability company, with offices at 9349 WaterStone Blvd., Cincinnati, OH 45249 ("Grantee"), enter into this Option and Preliminary Development Agreement (hereinafter the "Agreement") as of the effective date appearing below, subject to the following conditions:

1. *Grant of Option.* In consideration of Ten Thousand (\$10,000.00) Dollars, receipt of which Grantor acknowledges, paid by Grantee to Grantor, the Grantor grants the Grantee an exclusive option to purchase the real property described on Exhibit A with all easements, rights and appurtenances (hereinafter "the Property") with a fifteen (15) foot easement off of the Right-of-Way line retained by the City. The legal description is an approximate description of the Property and may vary at the time of closing. An aerial view of the Property is attached as Exhibit B to show the approximate boundaries of the Property.
2. *Scope of the Project.* It is the understanding of the parties that Grantee intends to develop a mixed-use and/or residential development at the Property, which is hereinafter referred to as "the Project." The Project shall consist of a structure substantially similar in design to the structure pictured on Exhibit C with at least 49 residential units, and approximately Three Thousand (3,000) square feet of commercial space. The Project scope and design must be approved by the City of Jackson and be in compliance with all federal, state and local laws, rules and regulations, and conditions of the Zoning Enforcement Officer through a separate Administrative site plan review.
3. *Term of the Option.* This Option Agreement shall be in effect from the last date upon which this Option Agreement is signed by the parties ("the Effective Date") and expire Seven (7) months from the Effective Date ("the Initial Option Period"). The Option may be renewed for an additional Ninety (90) days ("the Renewal Term") upon payment of an additional Ten Thousand (\$10,000.00) Dollars to Grantor to be placed in escrow with the Escrow Agent before the expiration of the Initial Option Period. The Grantee may elect to

acquire the Property any time during the term of this Option (as extended) by notifying the Grantor in writing of its election to purchase the Property. Grantee has the unqualified right to terminate this Option Agreement at any time and for any reason prior to the end of the Initial Option Term, or prior to the end of the Renewal Term (if exercised). If Grantee terminates this Option prior to the end of the Initial Option Term, Nine Thousand (\$9,000.00) Dollars of the consideration paid for the Option shall be refunded to the Grantee. If Grantee terminates this Option Agreement during the Renewal Term, the consideration paid for the Option Agreement will be non-refundable.

4. *Escrow and Purchase Price.* If Grantee exercises this Option, the consideration for this Option Agreement shall be held by an escrow agent selected by Grantee ("the Escrow Agent") and shall be applied towards the purchase price at closing. Upon the approval of a payment in lieu of taxes ordinance for the Project, the escrow money shall be non-refundable. The purchase price for the Property shall be Two Hundred Thousand (\$200,000.00) Dollars and shall be paid at closing.
5. *Execution of Purchase Agreement and Development Agreement.* Contemporaneously with exercise of the Option, the Grantee must execute a Purchase Agreement and Development Agreement as negotiated by the parties.
6. *Reversion of Property.* If Grantee exercises the Option, commencement of the construction of the Project must occur on or before May 15, 2018. If Grantee has not so commenced construction, then Grantee must transfer the property to the City by way of quit claim deed for the amount of the purchase price paid by Grantee, minus Fifty Thousand (\$50,000) Dollars, and Grantee must also pay the City all closing costs, transfer taxes, recording fees and all other costs and expenses incurred by the City as a result of the original sale to Grantee and/or from the subsequent sale to the City, plus any unpaid taxes that have accrued during the Grantee's period of ownership of the Property. If the Property is transferred back to the Grantor, then all surveys performed at the request of the Grantee shall become the property of the Grantor. The phrase "commencement of the construction" for purposes of this Option Agreement shall mean that plans and specifications have been approved, all necessary permits have been issued, excavation according to the approved plans has begun on the Project site, and installation of a footer has occurred.
7. *Purchase Agreement Terms.* The terms of this Option Agreement will be incorporated into the terms of any purchase agreement for the property that will be entered into by the parties.
8. *Condition of the Property.* Both Grantor and Grantee acknowledge that they are aware of the present state of repair of the Property and that the Grantor has no present plans to repair or preserve the Property. Grantor shall have no obligation under the terms of this Option to repair or maintain the Property in any other manner. Grantee acknowledges that any repairs that are made to the property are done solely for the benefit of the Grantee in order to preserve the Property for Grantee's intended Project.

9. *Maintenance and Utility Costs.* All repair or maintenance costs prior to close on the sale of the Property shall be the responsibility of the Grantor. Grantor shall not be liable to Grantee for any deterioration, destruction or damage to the Property.
10. *Insurance.* As a precondition to the Grantee entering the Property during the option period, it shall be required to show evidence of commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is reasonably acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and such policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if the City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. Such insurance coverage shall be issued by financially responsible insurance companies, licensed in the State of Michigan, and approved by the City. Upon request by the City, the Grantee shall submit all insurance policies for review. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City.
11. *Title.* The Grantor agrees to convey title to the Property to the Grantee if the Grantee exercises the option and executes a Purchase Agreement and Development Agreement as presented by the Grantor. Any conveyance under this option shall be by Quit Claim Deed. At the closing, Grantor shall purchase title insurance in the full amount of the purchase price on the Property in the name of the Grantee.
12. *Survey.* If the Grantee exercises the option, the Grantee shall order and pay for a boundary and improvements survey of the Property acceptable to the City, to be prepared by a registered surveyor licensed in the State of Michigan that conforms approximately to the boundaries delineated in Exhibit B. The City will approve the boundary. Grantee shall reimburse the City at close of the sale of the property for the costs of the boundary and improvements survey. In addition, the survey shall be property of the Grantor.
13. *Closing.* This sale shall be closed within Ninety (90) days of the valid exercise of the Option or Nine (9) Months from the Effective Date, whichever occurs first. The Grantor shall be responsible for preparing the Quit Claim deed to be signed and given at the closing. The Grantor shall pay the transfer tax at the closing. Grantee shall pay all other closing costs.
14. *Possession.* Grantee shall have possession of the Property upon closing on the sale.
15. *Proration.* The Grantee shall pay real estate taxes due and owing on the date of the closing. The Grantee shall pay any special assessments levied against the premises before the date of the closing. Future installments of special assessments are payable by Grantee.

16. *Manner of Exercise of the Option.* The Grantee may exercise this Option by giving a written notice signed by the Grantee, personally served or delivered by certified mail to the City Manager, before the Option expires, to the Grantor at the Grantor's address stated above, or at a subsequent address that the Grantor provides to the Grantee in writing. All notices shall be sent to the Grantee by personal service or certified mail at the address shown above or a subsequent address that the Grantee provides to the Grantor in writing. A notice given by certified mail shall be deemed given on the date the notice is deposited for mailing in a United States post office or mail receptacle with proper postage affixed.
17. *MDCR Support.* The City agrees that it shall review any submissions for State funding and shall not unreasonably deny its support for any application for State funding by the Grantee.
18. *Utility Relocation Costs.* Grantee shall pay the costs to relocate any utilities which would need to be relocated due to construction by Grantee.
19. *Broker's Fees; Finder's Fees; Development Fees; Grantee's Agent.* No broker's fees will be paid in connection with the Property for this transaction.
20. *Damage to Property.* Any provision to the contrary notwithstanding, if the Property is damaged by fire or other casualty prior to closing, Grantee may either elect to revoke the exercise of the Option or to proceed with the Closing. Any damages that are a result of Grantee's activities on the Property shall be the responsibility of Grantee and paid to Grantor upon request.
21. *Due Diligence.* The Grantor and Grantee agree that, as a condition precedent to a sale under this option, due diligence activities must occur prior to the expiration of the Initial Option Term and are the responsibility of the Grantee.
22. *Governmental Authorization.* If the Property is not presently zoned to permit the use contemplated by the Grantee, and rezoning is necessary, then Grantee's exercise of this Option shall be deemed conditioned upon obtaining rezoning. Grantee shall immediately begin the process for rezoning upon execution of this Option and diligently pursue rezoning at its expense. If rezoning has not occurred prior to close of the sale of the Property, Grantor may either (i) terminate this Option, or (ii) waive this condition and proceed with closing.
23. *Authorization to Enter.* Grantor authorizes Grantee to enter upon the Property at any time prior to closing to survey the Property, to determine the exact dimensions and legal description thereof, to make soil borings to determine the suitability of the land for the intended uses, and to analyze the soil borings to ascertain the level of contaminants. Grantee bears the expense of all borings, surveying and testing. The Grantee may inspect the Property and all buildings on the Property and conduct such tests, as Grantee may desire, including an environmental assessment of the Property. The Grantee or any party the Grantee designates is granted reasonable access to the Property for inspection. In each

instance, the Grantee must inform Grantor of the time and date when Grantee or others acting on its behalf wish to inspect the Property so that those visits can be scheduled at times that accommodate Grantor's schedule. Grantee must repair all damage caused to the Property to Grantor's satisfaction within 30 days of the visit. Grantee will defend, indemnify, and save harmless the Grantor and its agents, officers, employees, or servants from and against any and all liability, cost, or losses resulting from any and all claims, demands, suits, actions, payments, or judgments, including any and all expenses, legal or otherwise, brought or recovered against the Grantor by any third party, arising directly or indirectly by reason of any act or omission of the Grantee, or its agents, servants, employees, or contractors, or any other person or entity, in connection with entry upon the Property as herein allowed. In addition to the foregoing indemnification against third party claims, the Grantee will indemnify, defend, and save harmless the Grantor from any costs, losses, or damages, including any and all expenses, legal or otherwise, arising from any personal injuries, property damage, bodily injuries, death, or other losses arising directly or indirectly by reason of any act or omission of the Grantee or its agents, servants, employees, or contractors, whereby the Grantor claims to be damaged, directly or indirectly, by said act or omission in connection with entry upon the Property as herein allowed. Grantee's obligation to defend, indemnify, and save harmless the Grantor shall survive the closing.

24. *Default.*

- a. **Default by Grantee:** If Grantee is in default hereunder, and said default is not cured within a reasonable period, not to exceed ten (10) days, Grantor shall be entitled to terminate this option.
- b. **Default by Grantor:** If Grantor is in default hereunder, and said default is not cured within a reasonable period, not to exceed ten (10) days, Grantee shall have the right to revoke the exercise of this option or to proceed to close

25. All members of Grantee's company must execute Promissory Notes in favor of the City of Jackson for all amounts due under this Agreement.

26. *Notice to Grantee.* (Hazardous Wastes or Substances, Underground Tanks) Grantee has been informed by Grantor that the Property may contain environmental contamination and may have contained underground storage tanks. There are numerous federal, state, and local laws and regulations in existence, which are intended to control and/or correct environmental contamination. These laws and regulations may expose Grantee and other users of Property to liability for damages and/or cleanup costs occasioned by environmental contamination, regardless of fault and regardless of when in time the contamination may have occurred. The costs associated with the cleanup of the environmental contamination can be substantial. Accordingly, it is prudent for Grantee to seek legal and technical counsel from professionals experienced in such matters so that it may be better apprised of its rights and responsibilities with respect to environmental contamination since Grantee has been informed by Grantor that hazardous wastes or

substances may have been or now are used, stored, handled, or disposed of on the Property and the Property may have had, or now has, underground storage tanks. Grantor has given Grantee notice regarding the possible presence now, or in the past, of hazardous wastes or substances, and of possible underground storage tanks on the Property. The term "hazardous wastes or substances", as used in this NOTICE, may include, but is not limited to, petroleum based products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs, and other chemical products. Hazardous wastes or substance and underground storage tanks may be present on all types of real property, and this NOTICE is therefore meant to apply to all areas of the Property, whether improved or unimproved. Each party agrees to hold the other harmless against all costs of any assessment of the Property, environmental or otherwise.

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

paragraph shall survive the execution and delivery of the deed by Grantor and the closing of the transaction contemplated by this Agreement.

28. **Baseline Environmental Assessment.** Grantee shall provide a Phase I and Phase II Baseline Environmental Assessment ("BEA"). If the Property reverts back to the Grantor, all reports from the BEA shall be the property of the Grantor. If the Property does not revert back to the Grantor, then Grantee shall provide copies of the BEA to the Grantor.
29. **Indemnification.** Grantee agrees to indemnify defend, and hold Grantor, and its officers, agents, employees and representatives, harmless with respect to any claims, causes of action, losses, damages, costs, expenses (including attorney's fees and other professional fees and expenses), and any other liability incurred by Grantor as a result of any failure by Grantee or its officers, agents, employees, or representatives, to perform or observe any of its obligations under this option, including, but not limited to, any representations, conditions, indemnities, covenants, or agreements made pursuant to this option, or which arise out of, directly or indirectly, the sale of the Property. Grantee's obligation to indemnify and hold Grantor harmless shall survive the closing on the Property
30. **Time of the Essence.** The parties specifically declare and agree that time is of the essence in this option.
31. **Survival.** Except as otherwise provided in this option, the terms, conditions, provisions, agreements, representations and warranties contained in this option shall merge into the deed and shall not survive the closing of this transaction.
32. **Governing Law.** This option shall be governed by, and construed in accordance with, the law of the State of Michigan.
33. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this option.
34. **Severability.** The invalidity or unenforceability of any provision of this option shall not affect or impair the validity of any other provision or term.
35. **Modifications.** This option may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.
36. **Third Parties and Assignment.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. This Option Agreement may be assigned by the Grantee with the written permission of the Grantor.
37. **Multiple Parties.** In the event that either Grantor or Grantee consists of two or more persons, the word "Grantor" or "Grantee" shall be construed as reading "Grantors" or "Grantees" whenever the sense of this option requires that this be done.

38. *Pronouns.* All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.
39. *Counterparts.* This option may be executed in counterparts, each of which shall be deemed an original.
40. *Captions.* All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to supplement, limit, or otherwise vary the text of this option.
41. *Negotiated.* It is agreed by the parties hereto that this option is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this option.
42. *Entire Agreement.* This option (including all exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
43. *Contingency – Financing.* This Option is contingent upon the Grantee obtaining acceptable financing prior to the expiration of the Option Term.
44. *Contingency – City Council Approval:* This Option Agreement is contingent upon approval and authorization by the Jackson City Council.
45. *Binding Effect.* This option shall benefit and bind the parties to this option and their respective successors and assigns and shall run with the land.
46. *Effective date.* This option shall become effective as of the date first written above.

The parties hereto have executed this option as of the day and year last written below.

GRANTEE:
MV RESIDENTIAL DEVELOPMENT LLC
an Ohio limited liability company

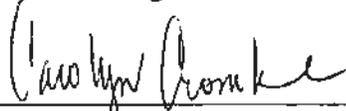
By 
Brian McGeady
Its: Authorized Signer

Dated: January 19, 2017

**Requires notarization.

STATE OF OHIO)
)SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me in Warren County, Ohio this 19th day of January, 2017 by Brian McGeady, the Authorized Signer of MV Residential Development LLC, on behalf of the company.



Notary Public
Warren County, State of Ohio
My Commission has no expiration date



CAROLYN CROMBIE
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

GRANTOR:

CITY OF JACKSON

By _____

#

Its: _____

Dated: _____

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2017 by Patrick H. Burch, the City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

Notary Public,
Jackson County, Michigan
My Commission Expires: _____

EXHIBIT A – LEGAL DESCRIPTIONS

119 E. Wesley Street - Parcel #5-00940000 and related alley

LOT 5 EX S ½ OF E ½ B4S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG

406 Francis Street - Parcel #5-00960000 and related alley

S ½ OF E ½ OF LOTS 5 B4S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG

410 Francis Street - Parcel #5-09700000 and related alley

N 52 FT OF LOT 6 B4S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG

412 Francis Street - Parcel #5-098,1000 and related alley

S 80 FT OF LOT 6 B4S R2E OF ORIGINAL PLAT OF VILLAGE OF JACKSONBURG

1/13/2017

Google Maps

*Call
Jano Investment
to discuss it
Revised*

Google Maps



Imagery ©2017 DigitalGlobe, Map data ©2017 Google 50 ft

EXHIBIT
B



MEMOTO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor 

DATE: January 24, 2017

SUBJECT: Resolution amending Special Assessment policy

Recommendation: Adopt the proposed Revised Special Assessment Policy.

The Revised Special Assessment Policy changes the State Equalized Value (SEV) cap from 15% to 25%.

Attachments.

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Jason Yoakam 
DATE: January 24, 2017
RECOMMENDATION: Recommend adoption Revised Special Assessment Policy

SUMMARY

On October 8th of 2013 a Revised Special Assessment Policy changed the SEV cap from 25% to 15%. The revised policy returns the SEV cap to 25%.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

None

DISCUSSION OF THE ISSUE

The 15% SEV cap lends itself to creating disproportionality between adjacent parcels that may share the same benefit. By raising the SEV cap to 25% disproportionality is reduced.

POSITIONS

Recommend adoption of Revised Special Assessment Policy.

ATTACHMENTS: Revised Special Assessment Policy.

RESOLUTION
REVISED SPECIAL ASSESSMENT POLICY

BY THE CITY COUNCIL:

WHEREAS, The Assessor has requested the Special assessment policy be revised; and

WHEREAS, it has been determined by the Assessor that certain revisions should be made in this policy to streamline and clarify the policy and

WHEREAS, it is his recommendation the policy be changed to reflect same.

NOW, THEREFORE, BE IT RESOLVED that the special assessment policy shall be revised to read as follows:

1. Special assessment calculation shall begin by computing assessment rates in accordance with the City's Special Assessment Ordinance, allocating costs for street construction to all assessable property within a special assessment district.
2. The Assessor shall then apportion those allocated costs between non-assessable general City benefit and specially assessable benefit in accordance with the following chart:

Street Classification	% Non-Assessable General Benefit	Specially Assess
New Construction	20%	80%
All Re-pavements except residential on Principle Arterial, Minor Arterial and Collector Street Classifications	40%	60%
Residential on Principle Arterial re-pavements	85%	15%
Residential on Minor Arterial re-pavements	75%	25%
Residential on Collector re-pavements	50%	50%

3. Streets within the City of Jackson shall be classified as "local streets", except those street segments herein specifically listed as "principal arterial streets", "minor arterial streets", or "collector streets". A list of non-local streets and their classifications is provided as an attachment to this policy, see "Attachment A".

4. For the purpose of special assessments, properties shall be categorized as: "Exempt"*, "Residential"**, and "Non-Residential".

* Exempt properties are those that are owned by a governmental unit or public school.

**Residential properties shall be defined as having four dwelling units or less.

5. Each special assessment as calculated above shall then be reviewed and, where applicable, adjusted so that it does not exceed the following cap or limit related to State Equalized Value of the property:

6. Special assessments for street construction shall not exceed:

A. 25% of SEV for improved parcels.

B. For vacant properties or those with minimal improvements, special assessments for street construction, when compared to the State Equalized Valuation, shall not exceed the following limits:

Street Construction Type and Service	Assessment Cap as a % of SEV
Street re-paving	50%
Paving unpaved open right-of-way with no previously special assessment	200%
Undeveloped and unopened right-of-way	Owner pays full cost

7. Special assessment rolls shall then be prepared by the Assessor in accordance with the following payment periods for special assessments:

a. Meterless Parking Assessments:

Meterless Parking shall be an annual assessment. This annual assessment may be broken down into more than one payment. The payment schedule will be selected at the discretion of the assessor.

b. Delinquent Assessments:

Delinquent Special Assessments shall be spread over no more than two years. Delinquent special assessments may be broken down into more than one payment for each year/installment. The annual installment and payment schedule will be selected at the discretion of the assessor.

c. Street Assessments:

Number of Annual Installments For Street Assessments		
Type of Construction	Assessments Between	Periods Allowed
Mill & Overlay	No more than	10
All other street assessments	\$0 to \$335	1
“	\$335 to 665	2
“	\$665 to \$1000	3
“	\$1000 to \$1,335	4
“	\$1,335 to \$1,665	5
“	\$1,665to \$2000	6
“	\$2,000 to \$2,335	7
“	\$2,335 to \$2,665	8
“	\$2,665 to \$3,000	9
“	\$3,000 to \$3,335	10
“	\$3,335 to \$3,665	11
“	\$3,665 to \$4,000	12
“	\$4,000 to \$4,335	13
“	\$4,335 to \$4,665	14
“	\$4,665 and above	15

The individual assessment amount producing the longest period of time allowed for payment of a special assessment roll, governs the applicable period of time allowed for the entire roll for street assessments.

8. If because of the shape or size of any parcel, or because such residential lot is located on a corner, with street frontage on two (2) or more sides, an assessment thereon for paving or repaving in proportion to its frontage would be unjust or disproportionate to the assessment of other land, the assessor may assess such lot for such number of feet frontage as in his or her opinion would be just.

9. For residential properties on corner lots, pursuant to City Charter provision (272) Sec. 3. An adjustment will be applied to the long side of the lot. The adjustment will be made as a factor of .67 to the front foot cost. The short side of a lot will not receive any adjustment.

10. This resolution shall apply to projects for which the special assessment roll has not been confirmed as of the date of adoption of the resolution.

* * * * *

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

I, Andrew J. Wrozek Jr., City Clerk in and for the City of Jackson, county and state aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on January 29, 2017.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on the 29th day of January, 2017.

_____ Mayor

_____ City Clerk

ATTACHMENT A

PRINCIPAL ARTERIAL STREETS (9000+ ADT)

Brown Street, from Daniel Road to Morrell Street
Cooper Street, from South Street to north City Limits
Daniel Road, from Brown Street to Wildwood Avenue
Fourth Street, from Horton Road to Greenwood Avenue
Ganson Street, from west City Limits to Elm Avenue
Kibby Road, from Denton Road to the City Limits
Louis Glick Highway, from E. Michigan Avenue to W. Michigan Avenue
Lansing Avenue, from the City Limits to Steward Avenue
Michigan Avenue, from Brown Street to Steward Avenue
Michigan Avenue, from Cooper Street to the east City Limits
Morrell Street, from Brown Street to West Avenue
Page Avenue, from Elm Avenue to the east City Limits
Washington Avenue, from Washington NW to Cooper Street
Washington Avenue NW, from Michigan Avenue to Washington Avenue
West Avenue, from the north City Limits to Kibby Road
Wildwood Avenue, from Daniel Road to Wisner Street
Wisner Street, from Boardman Road to Wildwood Avenue

MINOR ARTERIAL STREETS (4500-9000 ADT)

Argyle Street, from Brown Street to West Avenue
Blackstone Street, from Washington Avenue to Lansing Avenue
Brown Street, from Morrell Street to Denton Road
Denton Road, from Brown Street to Kibby Road
Elm Avenue, from High Street to the north City Limits
First Street, from Greenwood Avenue to Morrell Street
Francis Street, from South Street to Cooper Street
Ganson Street, from Elm Avenue to east City Limits
Greenwood Avenue, from Fourth Street to Wilkins Street
High Street, from Randolph Street to South Street
Horton Road, from Fourth Street to Park Road
Jackson Street, from Wilkins Street to Ganson Street
Kibby Road, from West Avenue to Denton Road
Lansing Avenue, from Steward Avenue to Blackstone Street
Monroe Street, from Wisner Street to West Avenue
Morrell Street, from West Avenue to Elm Avenue
North Street, from Wisner Street to Elm Avenue
Page Avenue, from East Michigan Avenue to Elm Avenue
Prospect Street, from Fourth Street to Cooper Street
South Street, from Cooper Street to Losey Street
Steward Avenue, from Lansing Avenue to Michigan Avenue
Stonewall Road, from Horton Road to Park Road
Waterloo Avenue, from Michigan Avenue to Ganson Street
West Avenue, from Kibby Road to Fourth Street

MINOR ARTERIAL STREETS (4500-9000 ADT) continued

Wildwood Avenue, from west City Limits to Daniel Road
Wildwood Avenue, from Wisner Street to Michigan Avenue
Wilkins Street, from Greenwood Avenue to Jackson Street
Wisner Street, from Michigan Avenue to Wildwood Avenue

COLLECTORS (1100-4500 ADT)

Blackstone Street, from Lansing Avenue to Monroe Street
Blackstone Street, from Morrell Street to Washington Avenue
Clinton Road, from Monroe Street to Lansing Avenue
Cortland Street, from First Street to Francis Street
East Avenue, from Washington Avenue to Michigan Avenue
Elmdale Drive, from Hickory Street to S. Jackson Street
First Street, from Morrell Street to Wildwood Avenue
First Street, from Prospect Street to Greenwood Avenue
Fourth Street, from Greenwood Avenue to W. Michigan Avenue
Franklin Street, from Brown Street to Cooper Street
Gorham Street, from Page Avenue to Ganson Street
Griswold Street, from West Avenue to Fourth Street
Hickory Street (Ella Sharp Park), from Fourth Street to Elmdale Drive
High Street, from Wisner Street to Randolph Street
Jackson Street, from Elmdale Drive to Wilkins Street
Linden Avenue, from Fourth Street to Prospect Street
Losey Street, from South Street to High Street
Mechanic Street, from Morrell Street to Ganson Street
Michigan Avenue, from Steward Avenue to Francis Street
Monroe Street, from West Avenue to Cooper Street
North Street, from Brown Street to Wisner Street
Pearl Street, from N. Francis Street to Waterloo Avenue
Pearl Street, from Louis Glick Highway to Mechanic Street
Plymouth Street, from Waterloo Avenue to Page Avenue
Porter Street, from Cooper Street to Waterloo Avenue
Randolph Street, from Brown Street to High Street
Trail Street, from Mechanic Street to Cooper Street
Trail Street, from Steward Avenue to Jackson Street
Washington Avenue, from Brown Street to Washington Avenue NW
Washington Avenue, from Cooper Street to Elm Avenue
Waterloo Avenue, from Ganson Street to Porter Street
Waterloo Avenue, from Plymouth Street to Michigan Avenue
Wisner Street, from High Street to Michigan Avenue
Woodbridge Street, from Prospect Street to Greenwood Avenue