



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

## **AGENDA - CITY COUNCIL MEETING**

February 23, 2016

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE** - Invocation by Arlene Robinson, 1st Ward City Councilmember.
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **CITIZEN COMMENTS** (3-Minute Limit).
6. **EXECUTIVE SESSION to discuss pending litigation.**
7. **RETURN TO OPEN SESSION.**
8. **PRESENTATIONS/PROCLAMATIONS.**
  - A. **Public Arts Commission Strategic Plan Presentation:**  
Janet Meyer, Chair of the Jackson Public Arts Commission, will give a presentation of their 2016-2019 Strategic Plan.
9. **PETITIONS & COMMUNICATION (Accept & Place on File).**
10. **CONSENT CALENDAR.**
  - A. **Minutes of the Regular Meeting on February 9, 2016:**  
Approve the minutes of the regular City Council meeting of February 9, 2016.
  - B. **Paws in the Park:**  
Approve the request from Cascades Humane Society to conduct their annual Paws in the Park event on June 4, 2016, at 10:00 a.m. at Cascades Park. (Contingent upon receipt of proper insurance coverage.)

- C. **Jackson County Rose Parade & Picnic in the Park:**  
Approve the request from Jackson County Rose Festival to conduct their annual Jackson County Rose Parade & Picnic in the Park event on June 5, 2016, at 1:00 p.m. throughout the streets of Jackson leading to Parkside and ending in Ella Sharp Park. (Contingent upon receipt of proper insurance coverage.)
- D. **Jammin' in Jackson Events:**  
Approve the request from the Downtown Development Authority to conduct their annual Jammin' In Jackson event on June 24, July 1, 8, 15, 22, and 29 from 6:00 p.m. until 8:00 p.m. in the Horace Blackman Park.
- E. **Hot Air Jubilee:**  
Approve the request from Jackson Hot Air Jubilee to conduct their annual Hot Air Jubilee starting on July 15, 2016 at 8:00 a.m. until July 17, 2016, at 9:00 a.m. in Ella Sharp Park. (Contingent upon receipt of proper insurance coverage.)
- F. **Relay for Life:**  
Approve the request from American Cancer Society to conduct their annual Relay for Life event starting on August 5, 2016 at 8:00 a.m. until August 6, 2016, at 6:00 p.m. at Cascades Park. (Contingent upon receipt of proper insurance coverage.)
- G. **CDBG and HOME Financial Statements through January 31, 2016:**  
Receive the Community Development Block Grant (CDBG) and HOME Financial Summaries through January 31, 2016.
- H. **City Financial Statements Ending January 31, 2016:**  
Receive the City of Jackson's summary of revenue and expenditures for seven (7) months ended January 31, 2016.

## 11. PUBLIC HEARINGS.

- A. **Public Hearing for Proposed Zoning Ordinance Amendments:**  
Public hearing to receive public input on the proposed amendments to the Zoning Ordinance.
- B. **Ordinance Amendment - Zoning Ordinance (First Reading):**  
**Recommendation:** Consider an ordinance amending Chapter 28, City Code, to make minor revisions to Article III, Section 28-71 (Permitted and Conditional Uses), Article IV, Section 28-100 (Off-Street Parking, Loading, and Access Design Standards), Article IV, Section 28-105 (Landscape Standards), and Article IV, Section 28-115 (Building Design Standards), as per the recommendation from the City Planning Commission dated February 22, 2016.

12. OTHER BUSINESS.

A. **Interim Balancing Change Order 1 for 2015 CDBG Local Street Construction Contract:**

**Recommendation:** Approve Interim Balancing Change Order 1 to the contract with Bailey Excavating, Inc., for 2015 Community Development Block Grant (CDBG) Local Street Reconstruction in the increased amount of \$128,283.48 to balance contract quantities for various original items that are substantially complete to match quantities placed in the field, add items that were necessary to complete work in the field to be paid from Local Street, Water and Sewer Funds, and authorize the City Manager and City Engineer to execute the appropriate document.

B. **Interim Balancing Change Order 5 for 2015 Parking Lot Construction Contract:**

**Recommendation:** Approve Interim Balancing Change Order 5 to the contract with Bailey Excavating, Inc., for Parking Lot Construction in the increased amount of \$112,796.44 to balance contract quantities for various original items that are substantially complete to match quantities placed in the field, add items that were necessary to complete the work in the field and authorize the City Manager and City Engineer to execute the appropriate document.

C. **Contract Amendment for Streets Rehabilitation Design and Construction:**

**Recommendation:** Approve a contract amendment for Streets Rehabilitation Design and Construction Engineering to Hubbell, Roth & Clark, Inc. (HRC), Bloomfield Hills, for \$107,310.44 for Jackson Street, Mechanic Street, and Francis Street.

13. NEW BUSINESS.

A. **Ordinance - Donation Boxes (First Reading):**

**Recommendation:** Consider an ordinance amending Section 16-403, Article IX, Chapter 16, City Code, to add provisions regarding the location, appearance, and licensing of donation boxes.

B. **Ordinance - Public Arts Commission (First Reading):**

**Recommendation:** Consider an ordinance amending Chapter 2, Article 2, Division 9, City Code, to change the date that the Public Arts Commission must submit to the City Council a plan detailing potential projects and desirable goals to be pursued in the next fiscal year.

- C. **Resolution - Authorizing 2016 Capital Improvement Bonds (LTGO):**  
**Recommendation:** Approve a proposed resolution authorizing 2016 Capital Improvement Bonds (LTGO) to finance the construction of the 2015 Parking Lot Construction Project within the downtown.
  
- D. **Resolution - Approving Selected Projects for the 2017 - 2020 Transportation Improvement Plan (TIP) Projects:**  
**Recommendation:** Consider a resolution to approve the street list selected for inclusion in the 2017-2020 Transportation Improvement Plan (TIP), and to acknowledge that the City is willing to pay the local match for the selected projects.
  
- E. **Proposed Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2015:**  
**Recommendation:** Approve the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2015.
  
- F. **Property Donation - 328 E. Prospect:**  
**Recommendation:** Authorize the City Manager to accept the donation of 328 E. Prospect Street from Wells Fargo Bank with a \$10,000.00 seller concession.
  
- G. **Construction Contract for the Replacement of the Jackson Crossing Sanitary Sewer Lift Station:**  
**Recommendation:** Approve the award of a contract for the replacement of the Jackson Crossing Sanitary Sewer Lift Station to Dunigan Brothers in the amount of \$392,750.00.
  
- H. **Preliminary Allocation of CDBG and HOME Investment Partnerships Program Funds for FY 2016-17:**  
**Recommendation:** Approve the preliminary allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding recommendations for Fiscal Year 2016-2017.
  
- I. **Master Services Agreement:**  
**Recommendation:** Authorize the City Manager to sign the Master Services Agreement with OpenCounter Enterprises, Inc., with all expenditures to be paid from the \$50,000.00 prize received from the U.S. Small Business Administration Startup In A Day Competition.
  
- J. **Award of Demolition Contracts - CDBG and City Demolition Funding:**  
**Recommendation:** Award six (6) demolition contracts in the total amount of \$170,060.00 follows:

CDBG Funding.....	\$94,915.00
• Smalley Construction	\$65,795.00
• The Adams Group	\$12,500.00
• Rickman Enterprise Group	\$16,620.00

City Demolition Funds.....		\$75,145.00
• Salenbien Trucking & Excavating	\$30,635.00	
• Smalley Construction	\$41,010.00	
• The Adams Group	\$ 3,500.00	

**K. Award of Demolition Contract(s) - H4HH:**  
**Recommendation:** Award a demolition contract in the total amount of \$412,355.10 to Salenbien Trucking & Excavating through the Help for Hardest Hit Blight Elimination Program.

**L. Hotel Hayes Replacement Roof Bids:**  
**Recommendation:** Approve the award of a unit price contract for the replacement of the upper roof systems on the Hotel Hayes to Billy White Roofing, LLC, with a base amount of \$227,000.00, and authorize the City Manager to approve any and all change orders required to complete the project.

- 14. CITY COUNCILMEMBERS' COMMENTS.
- 15. MANAGER'S COMMENTS.
- 16. ADJOURNMENT.



# JACKSON PUBLIC ARTS COMMISSION (JPAC) STRATEGIC PLAN

2016 – 2019

*Prepared January 2016 by Katena Cain, Nonprofit Network's  
Management Consultant and JPAC Commissioners*

# TABLE OF CONTENTS

## Contents

Introduction _____	1
History _____	2
Financial Summary _____	3
Mission, Vision and Values _____	4
Goal #1: <i>Advocate for the Arts</i> _____	5-6
Goal #2: <i>Expand and Sustain Capacity</i> _____	7-8
Goal #3: <i>Build and Strengthen Programs, Projects and Partnerships</i> _____	9
Goal #4: <i>Ensure Sustainable Funding</i> _____	10
Proposed Projects _____	11-19
JPAC Public Art and Proposed Location Interactive Map _____	20
JPAC Public Art Application _____	20-22

## Introduction and History

### INTRODUCTION

With the ambitious Horace Blackman Park and Glidden Mural projects in downtown Jackson in place the city is poised to set the standard for sustainable living and economic development. Jackson Public Arts Commission's current and future focus is on how the City's residents and visitors experience public space; the visual arts are a key component to the success of citywide education programs, tourism and local business development.

The health of a community is often defined by its cultural activities. This Strategic Plan comes out of the need to examine the role of art in Jackson's public spaces and to find effective ways to include the powerful voice of art in the discussion of place, neighborhood and city identity. This plan provides the blueprint for cultural growth.

The term "public art" is a highly debated classification for a broad artistic practice. For the purposes of this Strategic Plan, "public art" includes any visual or multidisciplinary art project that is presented in a space accessible to the public. The exciting thing about visual art in public space is that the options for presentation are limitless. JPAC seeks to ask the key questions of how art relates to place, how it can have an impact on community, and how its commission can be set up in such a way that the visual arts become part of the entire landscape of the city. This Strategic Plan offers a flexible set of goals, both as a framework and series of action steps for the integration and continued growth of art in Jackson's public spaces. Each proposed project within this plan has been researched and focused towards the economic development and the cultural health of our city.

-Janet Meyer, JPAC Chair

## HISTORY

The City of Jackson Public Arts Commission (JPAC) was created under Ordinance No. 2015.13, and adopted by the Jackson City Council on April 28, 2015. The commission was formed after public support built surrounding the Glidden Parker Mural Project, and numerous federal and local grants were obtained. As a result of this hard work from a number of different community leaders, the City Council better understood the value that such a commission could have on further efforts in the community.

The JPAC is composed of five (5) members nominated by the Mayor and approved by City Council, who shall be residents of the City. The Arts Commission may appoint up to three (3) appointed ex-officio members who shall have experience and/or an interest in the placement, creation, or designation of public art. . The City Manager or his/her designee, one City Councilmember, and one representative of Ella Sharp Museum of Art and History shall serve as statutory ex-officio members. Members serve term as designated by Ordinance No. 2015.13.

On May 12, 2015, after soliciting public applications, the Jackson City Council appointed commissioners Janet Meyers, Douglas Jones, Sheila Troxel, Thomas McMillen-Oakley, and Stacey Harrison. The City Council also appointed statutory ex-officio members: Ella Sharp Museum of Art & History Executive Director Amy Reimann, City Manager Patrick Burtch, and Vice Mayor Derek Dobies. On June 23, 2015, JPAC appointed the following ex-officio members: Sydney Hawkins, Seth M.Duimstra, and Kim Hastings.

These appointees consecrated the first Jackson Public Arts Commission in the city's history. Janet Meyer was elected the first Chair of the JPAC.

## Financial Summary

JPAC was initially conceived as a critical part of the City of Jackson's effort to restore and install the Glidden Parker Mural, downtown. Vice Mayor Dobies learned that a diverse commission might better attract funding from the Michigan Council for Arts and Culture Affairs (MCACA). With generous support from the National Endowment for the Arts (\$50,000), MCACA (\$75,000), Weatherwax Foundation (\$50,000), CP Federal Credit Union (\$100,000), and JPAC in the form of City Council allocations to the commission (\$119,000), JPAC broke ground on the mural project, October 30, 2015. This initiated the first step in the mural's tangible restoration and installation, at Horace Blackman Park, downtown.

Horace Blackman Park, completed winter 2015 atop the site of the previously vacant Consumer's Energy Headquarters, costs nearly \$640,000 to complete. Currently, the park features sidewalks, tables, seating, and necessary electrical services to accommodate food trucks to serve public events. The park also connects two downtown green spaces.

City Council approved the new park proposal in 2014. \$517,000 was allocated to the City of Jackson in the form of federal Community Development Block Grants, City of Jackson gas and weight taxes (\$30,000), brownfield community redevelopment funding (\$25,000), and Consumer's Energy corporate allocation (\$12,000) provided the necessary funding to complete the \$640,000 Horace Blackman Park system, downtown. To recruit important funding from CP Federal Credit Union for the restoration and installation of the Glidden Parker mural at Horace Blackman Park (\$100,000), the City Council agreed to name the completed installment, "CP Federal City Square."

CP Federal City Square will include a climate-controlled art gallery to feature local art and curated exhibits from Ella Sharp Museum of Art & History (Jackson) and Jackson Civic Art Association, an outdoor venue for local musicians and events (designed large enough to accommodate the Jackson Symphony Orchestra), a permanent outdoor movie screen used for public movies and films, and a lighted display housing the 9 x 28' Glidden Parker mural. JPAC expects completion of this project to be in early spring of 2016.

In addition to work procuring funding for the Glidden Parker mural restoration and installation project, JPAC elected to focus its attention in five specific areas during its first year.

- 1) A project to restore, protect and promote the Louise Nevelson, "Summer Night Tree," sculpture located downtown;
- 2) An assessment of current works of public art located throughout the City of Jackson;
- 3) An analysis of regional and national public arts initiatives and strategies in the formation of JPAC's Strategic Plan;
- 4) The development of marketing objectives and outreach to constituents of the City of Jackson; and,
- 5) The development of a transparent and stream-lined approach to applications for public art from public artists and equitable community stakeholders.

## Mission, Vision and Values

### SUMMARY

JPAC Commissioners envision a future in which the JPAC breaks its programmatic silos by creating an overarching focus on its roles as a leader, capacity-builder, and resource within the City of Jackson arts ecosystem. In that role as resource and leader, many Commissioners saw an opportunity for the JPAC to assist in creating a thriving community where there is a recognition and appreciation of public works of art, a destination for artistic merit and a hotspot for place making. In order to be effective in this new role, Commissioners proposed that the JPAC strengthen its relationships with City departments, policymakers, and other community stakeholders to build its political capital. Commissioners also pointed to a desire for greater efficiency in carrying out the work of the JPAC; bringing a greater sense of focus to their work, securing a funding base, enhancing awareness of the JPAC through marketing and public relations efforts, and highlighting the work of grantees and local artists. These combined efforts will enhance cultural tourism and develop long term economic impact for the City of Jackson.

### MISSION STATEMENT

- The Jackson Public Arts Commission is a City agency that champions the arts as essential to Jackson's quality of life. The Commission exists to build a cultural legacy, develop public arts assets and strengthen economic impact.

### VISION STATEMENT

- The Jackson Public Arts Commission (JPAC) envisions a future where the arts, a community-wide appreciation of the arts, economic prosperity and artistic transformation go hand in hand.

### VALUES

We will:

- Advocate for the arts.
- Expand and sustain capacity.
- View the arts as a vehicle for positive social change and prosperity.
- Ensure sustainable funding.
- Value partnerships and collaboration.
- Build and strengthen programs.
- Educate the community.
- Maintain accountability and data-driven decision making.

**Goal #1: Advocate for the Arts** - Promote active support and participation in the arts to ensure a common understanding that the arts are an essential part of City of Jackson’s success and an important demonstration of our thriving community.

Objectives	Strategies	Year Priority	Action Items	Timeline	Goal Leader(s)	Status
<b>JPAC will proactively promote diversity. The Public Art Collection will reflect the diverse spectrum of beliefs, cultural heritage and traditions, and artistic expressions of the City of Jackson</b>	<ul style="list-style-type: none"> <li>Identify opportunities to recruit artists [Facebook, known sources, call for artists]</li> <li>Develop a marketing and PR strategy/plan</li> <li>Develop projects to promote diversity</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Create contact/distribution list of artists [local, statewide and national]</li> <li>Look into additional recruiting strategies</li> <li>Develop planning around PR campaigns</li> </ul>	Mid 2016	Janet Meyer & Sydney Hawkins	
<b>JPAC will promote the visual arts of City of Jackson and surrounding Jackson County Communities and inform and work to increase understanding within the community about the purposes and meaning of the works of art in the collection.</b>	<ul style="list-style-type: none"> <li>Identify opportunities for art outreach education, median and cultural events</li> <li>Develop a plan to educate and involve the community</li> <li>Develop a PR campaign that is specific to the creation of artwork and installation</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Finalize and expand the yearly Nevelson Day</li> <li>Increase interaction with Jackson art teachers</li> <li>Create packets and resources to be handed out to local schools</li> <li>Increase Facebook and social media campaigns</li> </ul>	Began in 2015 – finalized by Mid 2016	Tom McMillen-Oakley & Douglas Jones	
<b>Encourage tourism, economic potential and professional relocation to Jackson through place making.</b>	<ul style="list-style-type: none"> <li>Identify opportunities for collaboration [i.e. Pure Michigan, Experience Jackson, Tour Groups]</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Create a downloadable interactive map of artwork/public art in the City of Jackson. <b>[Year 1]</b></li> <li>Develop a website with featuring installed artwork with the artists biographies and history <b>[Year 2]</b></li> </ul>	Began in 2015 and will be ongoing until 2019	Janet Meyer, Sheila Troxel & Kim Hastings	

			<ul style="list-style-type: none"> <li>• Create a public art brochure <b>[Year 3]</b></li> <li>• JPAC will work with other organizations to promote the arts. <b>[ongoing]</b></li> </ul>			
<p><b>Ensure the construction and restoration of all current and future Public Art pieces.</b></p>	<ul style="list-style-type: none"> <li>• Document, maintain and conserve works of art in the community</li> <li>• Ensure that works of art and displays on historical buildings meet building restoration/painting requirements</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>• Visit each piece to record current condition of needs and keep records</li> <li>• Identify concerns</li> <li>• Research bids for restoration</li> <li>• Work with the city to create a budget</li> <li>• Create a PR plan that will inform the public of restored and renovated pieces</li> <li>• Research history and culture of public spaces and historical buildings</li> <li>• Research painting restrictions on all public spaces</li> </ul>	Began in 2015 to be completed by the end of 2016	Sheila Troxel & Seth Duimstra	
<p><b>Nurture a relationship of support between JPAC and the public.</b></p>	<ul style="list-style-type: none"> <li>• Identify ways to engage community members</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>• Hold a public forum.</li> <li>• Develop a survey to promote feedback.</li> <li>• Develop a strong PR campaign.</li> </ul>	2016-2019	Janet Meyer, Kim Hastings & Sydney Hawkins	

**Goal #2: Expand and Sustain Capacity** - Expand and sustain the JPAC's capacity to serve the individuals and greater communities of the City of Jackson.

Objectives	Strategies	Year Priority	Action Items	Timeline	Goal Leader(s)	Status
<b>Recruit and engage more volunteers in the mission of JPAC.</b>	<ul style="list-style-type: none"> <li>Implement functional and relevant committees</li> <li>Inform public on opportunities for participation</li> <li>Create a docent training program to care for and maintain public art pieces</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Develop committee structure and create committees <b>[Year 1- 2]</b></li> <li>Identify 5 professionals to assist with programming and/or outreach <b>[Year 1]</b></li> </ul>	Began in 2015 complete by 2017	Janet Meyer & Douglas Jones	
<b>Increase and sustain financial capital to support the mission.</b>	<ul style="list-style-type: none"> <li>Show value in public funds to City Council with annual report</li> <li>Promote studies showing value of public art</li> <li>Develop community support to help subsidize installations</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Identify, collaborate &amp; support local art events.</li> <li>Recognition of JPAC Funders <b>[Year 1]</b></li> <li>Submit annual report to City Council</li> </ul>	Began in 2015 complete by 2017	Sheila Troxel	
<b>Expand and sustain power influence at City Hall.</b>	<ul style="list-style-type: none"> <li>Build relationships with City Council</li> <li>Adhere to relevant local, state and federal regulations</li> <li>Author/Advocate for public policy to support commission [function, public art, funding]</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Submit a yearly report</li> <li>Research and stay informed of new and existing regulations</li> <li>Attend City Council meetings</li> </ul>	Ongoing	Chair - Janet Meyer	
<b>Expand and sustain power influence in the</b>	<ul style="list-style-type: none"> <li>Utilize media/social</li> </ul>	Ongoing unless	<ul style="list-style-type: none"> <li>Create a JPAC logo for branding</li> </ul>	End of 2016	Sydney Hawkins &	

<p><b>community.</b></p>	<p>media to promote assets/activities</p> <ul style="list-style-type: none"> <li>• Collaborate with other City commissions and community organizations &amp; groups.</li> <li>• Develop JPAC Brand</li> <li>• Launch JPAC Website</li> </ul>	<p>stated otherwise</p>			<p>Kim Hastings</p>	
<p><b>Identify and support local artists.</b></p>	<ul style="list-style-type: none"> <li>• Develop creative venues and projects for artist’s consideration.</li> <li>• Collaborate with local arts organizations to enhance and promote creative outlets.</li> <li>• Utilize media relationship to build exposure and interest in collaborative partnerships [Yrs. 2-3]</li> </ul>	<p>Ongoing unless stated otherwise</p>	<ul style="list-style-type: none"> <li>• Recognize local artists</li> <li>• Support local artists and their projects</li> <li>• Hire art advocates for community art awareness outreach programs [Consumers, Universities, Museums, K-12] <b>[Year 2-3]</b></li> <li>• Identify Funders to support JPAC exhibits/commu nity outreach</li> <li>• Recognition to the city for JPAC work [artists and funders]</li> </ul>	<p>End of 2018</p>	<p>JPAC</p>	

**Goal #3: Build and Strengthen Programs, Projects and Partnerships that advance the JPAC’s mission, vision and values.**

Objectives	Strategies	Year Priority	Action Items	Timeline	Goal Leader(s)	Status
<b>Enhance the urban environment of public spaces as well as the visual design form and content of the city; which enhance our particular community.</b>	<ul style="list-style-type: none"> <li>Develop public art projects that enhance the urban environment of public spaces as well as the visual design form and content of the city; which enhance our particular community.</li> <li>Develop an art profile</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Publish an art profile that speaks to ‘who we are and where are we going’</li> <li>Identify public spaces in Jackson for place making</li> <li>Recommend ideas for potential projects</li> </ul>	Began in 2015 complete by Mid-2016	JPAC	
<b>Utilize and cultivate partnerships and opportunities to build and strengthen programs.</b>	<ul style="list-style-type: none"> <li>JPAC will develop opportunities for local artists through its participation in (development, organization, promotion) JPAC workshops and educational events.</li> <li>Implement a promotional plan</li> <li>Develop partnerships within the community</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Include educational components in call for artists and other events</li> <li>Create a calendar of events that will allow artists to view opportunities and/or educational events</li> <li>Look into collaboration and partnership opportunities</li> <li>Invite experts to join ad hoc committee on Commission</li> </ul>	Beginning of 2017	JPAC	
<b>Ensure the diversification of all Public Art pieces.</b>	<ul style="list-style-type: none"> <li>Develop a model for obtaining pieces.</li> <li>Ensure that works of art represent a broad variety of media and styles.</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Develop an art selection committee</li> <li>Market in diverse areas and through diverse avenues</li> </ul>	Mid 2017	JPAC	

**Goal #4: Ensure Sustainable Funding** - Secure a rich and supportive funding base that includes private contributions, corporate allocations, federal and state grant funding, and philanthropic resources.

Objectives	Strategies	Year Priority	Action Items	Timeline	Goal Leader(s)	Status
<b>Ensure sustainable funding to support the mission of JPAC, projects, place making and current Public Art pieces.</b>	<ul style="list-style-type: none"> <li>Identify and pursue sources of funds and donations to support the mission of JPAC, projects, place making efforts and current public art pieces.</li> <li>Create a funding strategy</li> <li>Explore a millage</li> <li>Increase and sustain private funding</li> <li>Develop a “Friends” of Public Art donor program</li> <li>Provide support for projects in process</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Create a budget for all projects</li> <li>Develop a process and procedures manual for the short term and long term</li> <li>Create a list of steps on obtaining funding</li> <li>Identify projects and match projects with resources</li> <li>Research grant and corporate sponsorship opportunities</li> <li>Identify a “key” grant writer</li> </ul>	Began in 2015 complete by Mid-2016	Janet Meyer, & Kim Hastings	
<b>Identify and implement a sustainable approach to funding.</b>	<ul style="list-style-type: none"> <li>Acknowledge funders</li> <li>Create a fund development plan that is aligned with mission and vision.</li> <li>Utilize Glidden and Nevelson to build public awareness and support</li> <li>Explore “high mission/low cost” projects</li> <li>Implement large projects that create community awareness</li> </ul>	Ongoing unless stated otherwise	<ul style="list-style-type: none"> <li>Create awareness and promote the collection managed by JPAC and it’s growing value</li> <li>Hire a staff member/grant writer</li> <li>List the value of each Public Art piece</li> <li>Create a donor list</li> </ul>	Began in 2015 complete by Mid-2016	Janet Meyer	

## Proposed Projects

JPAC will enliven Jackson's public spaces and will integrate artwork into the fabric of daily life through its visual arts and design projects, including the Public Art Collection. Commissioners surveyed potential and current public art sites throughout the city, (see JPAC Public Art and Proposed Location Interactive Map page 20) which was followed by proposed projects, each suitable to those various sites. A key priority in the years ahead will be to ensure that proposed and executed projects will be high-quality, innovative and cost-effective. All proposed projects, included in the next few pages, highlight the place making/project vision of JPAC Commissioners.

### PROPOSED PROJECTS

#### Project #1: Summer Night Tree

**Brief Description:** Restoration of the artwork

**Bids have been requested from:**

1. McKay Lodge Conservation Laboratory, Inc.
2. Objects Conservator ICA – Art Conservation
3. Venus Bronze Works

**Proposed Partnership(s):** City of Jackson

**Appraisal Completed:** 12/18/16 by Pace Gallery, LLC, New York City, New York.

**Appraised Value of Artwork:** \$4 Million - On File at the City of Jackson

**Current Concerns:**

1. Salt water runoff is eroding the base of the sculpture. The paint has been chipped/damaged by flying debris from passing traffic.
2. Protection of the artwork in minimal for collision – has been hit once by a car.
3. The availability to view the piece is obstructed by power lines, signs, traffic/pedestrian lights/signs.

**JPAC Recommendation:** Alternative location for Summer Night Tree to protect the city's \$4 million dollar asset.

**Proposed Partnership(s):** The relocation of Summer Night Tree to be paid by business, private and grant funding. No tax dollars will be spent on the relocation project.

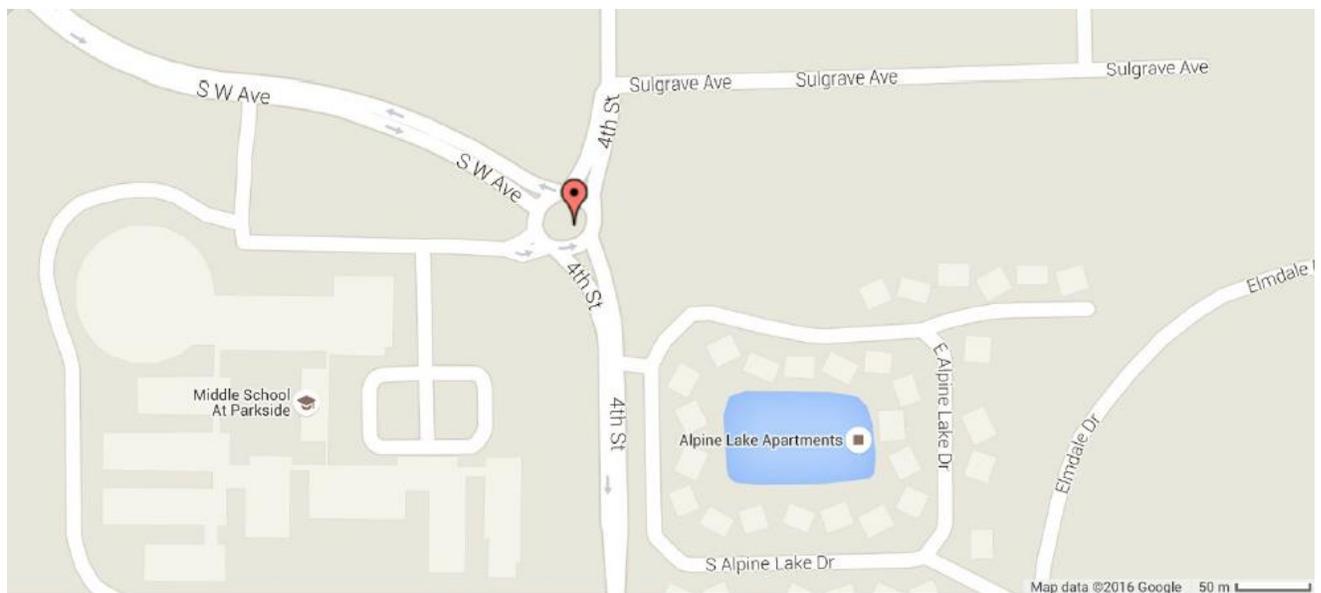
## JPAC Sculpture Initiative

### Project #2: 4th Street Roundabout Installation

**Layout:** Metal Sculpture

**Description:** Steampunk Eddie, winner of GSN's game show "Steampunk'd" has proposed/applied to create a large metal sculpture in the center of the roundabout on 4th Street Jackson, Michigan as the design is in the early concept stage no design information is available. Certain design considerations have been thought out such as visibility of other traffic, safety, and the need for a structural engineer to sign off on.

**Location:** See Below



**Proposed Partnership(s):** Jackson Area Manufacturers Association and local metal distributors and similar companies to source materials

**Project Installation:** 4th Street roundabout or future roundabout slated for the entry of Ella Sharp Museum.

### Project #3: JPAC Jackson ScrapFest

**Description:** A community event funded by area businesses and supported by JPAC that will engage members of the manufacturing community and recycling community to partner with the Jackson Manufacturing Academy Camps and Jackson Public Arts Commission to do a ScrapFest event. Teams will gather scrap metal to build sculptures to compete for prizes.

ScrapFest is a competition for local groups to build sculpture using scrap. Items can be auctioned off to raise money for a local nonprofit or for JPAC.

Lansing ScrapFest was a complimentary event along with one of their festivals in Old Town. This might be a great contest to go along with the annual How Bazaar Jackson held in August.

**Proposed Partnership(s):** Jackson Area Manufacturers Association, corporate, public and media.



### Project #4: Revolving Sculpture Installation Program

**Brief Description:** Lease ten - twenty pieces of sculpture from Midwest Sculpture Initiative for one year, with a renewal agreement in place for years 2 -5.

**Proposed Location(s) of Project Installations:** Install sculpture along the corridor of downtown Jackson – W. Michigan between Blackstone and Francis - and other designated locations downtown are with the city limits. Refer to the JPAC Public Art and Proposed Location Interactive Map page 20.

**Proposed Partnership(s):** City of Jackson, corporations and businesses.

#### Second Phase of Project:

Once the sculptures are installed, attract area corporate interest to underwrite the cost of an individual piece for permanent placement. Once purchased, the lease amount would be deducted from the lease costs and applied towards creating funds for the program to become self-supporting.

Corporate Cost to purchase a sculpture ranges from \$1,500-150,000

This project will ensure the development of a permanent sculpture collection and increase the cultural art assets of the City of Jackson.

## JPAC Mural Initiative



### Project #5: JPAC Vinyl Project

**Layout:** Exterior installation

**Brief Description:** Reproduce local art works and public art on exterior-grade vinyl for 3 month installations throughout Jackson.

Detroit Institute of Arts developed previous partnerships with building owners in step with various initiatives throughout the Midwest to promote art. They have shown interest in supporting this project in Jackson.

**Proposed Partnership:** Corporations, businesses and property owners throughout Jackson.

**Proposed Location:** Various locations as determined by outreach to various property owners (e.g. Grand River Marketplace Brewery) and alley ways throughout downtown.

### Project #6: Basketball Court Vinyl Murals

**Layout:** Exterior installation

**Brief Description:** JPAC commissioners surveyed city for locations for public art installations. We noticed that there are several parks around town that could use some enrichment. Most of these parks have basketball courts within them, and we envision a community engagement project to install 3 printed murals per court on the backdrop of each court. We would present a "call for artwork" and determine via online voting which designs will be selected. The "murals" would actually be enlarged digital prints. The project would attract input from our community and surrounding communities and allow for a wide variety of ages and abilities to participate.

**Proposed Location(s) of Project Installations:** There are 15 park locations (see JPAC Public Art and Proposed Location Interactive Map page 20).

**Proposed Partnership(s):** City of Jackson, Jackson Chamber of Commerce, Experience Jackson, Corporations, local printing place (i.e. Picture This), area school teachers, local arts organizations.



Mural in Ann Arbor

### Project #7: JPAC Business-Artist Connect

**Layout:** Murals

**Subject to:** Clarification of local and state regulations and codes.

**Brief Description:** Mural projects will be business-artist collaborations. An artist would approach the business or vice versa. Once the business-artist partnership reaches terms and submits a JPAC application, they immediately become eligible for a stipend.

**Proposed Partnership(s):** Various manufacturing facilities throughout industrial districts, Jackson Re-Store, Art634, Fourth Wall, Party Pak, C-Store, Tailor's Corner, Stop One, etc...., Artists

**Proposed Location:** 23 ideal locations have been sited within the city of Jackson, with 14 locations in downtown.

### Project #8: JPAC Power Box Project

**Brief Description:** Call for artists (youth to professional) to design power boxes at specified/approved location throughout the City of Jackson. Winning designs would be produced in a format that allows the designs to be wrapped around the power box.



**Proposed Partnership(s):** Jackson Community Foundation and Consumers Energy.

**Proposed Location(s) of Project Installations:** To be determined.



Tree town mural in Ypsilanti

**Project #9: JPAC Public Mural Project**

**Layout:** Murals

**Subject to:** Clarification of local and state regulations and codes.

**Brief Description:** Call for artists to create four murals for specific identified sites for each mural.

**Proposed Partnership(s): (such as sponsorship, distributor, business)** Public space, but may also include spaces privately held but accessible to the public.

**Proposed Locations:** Various locations as determined by property owners and artists.



Mural in Lansing

## JPAC Various Public Art Projects



### Project #10: JPAC Sidewalk Poetry and Arts Initiative

**Layout:** Sidewalks

**Brief Description:** A call for artists for sidewalk poetry and art installations. This allows us to encourage partnerships and equity.

**Installations:** Designated sites as proposed by JPAC, Approval of sites by City of Jackson.

**Proposed Partnership(s):** (such as sponsorship, distributor, business) Falling Waters Trail, Fitness Council of Jackson, Downtown Development Authority, Local poets (e.g. Dominique Linden, Anthony Melville, Simone Scheele, Savannah Shaw), Artists

**Proposed Location(s) of Project Installations:** various locations as determined by partners and artists.

### Project #11: JPAC Tree Ring Project

**Layout:** Trees

**Subject to:** Clarification of local and state regulations and codes.

**Brief Description:** Develop and install 'tree rings' (vinyl artist prints) to install on trees at various park sites. A call for artists with accepted designs replicate on vinyl prints that act as secured tree rings, covering and discouraging gang-related graffiti while promoting art as a positive reinforcement to community engagement in the arts.

**Proposed Partnership(s):** (such as sponsorship, distributor, business) City of Jackson Recreation Department, Artists.

**Proposed Location(s):** Various locations as determined by the City of Jackson and JPAC.



### **Project #12: JPAC Public Art Space**

**Layout:** Boulder/Relocated/fallen water tower

**Subject to:** Clarification of local regulations and codes.

**Brief Description:** Create/install a public art space open to artists throughout Jackson. This is a place making, brand developing project to support community activation and engagement. This could be a boulder like Ann Arbor's or a 'unique shape' such as a relocated water tower.

**Proposed Partnership(s): (such as sponsorship, distributor, business)** City of Jackson Recreation Department, Armory Arts, ART634, Enterprise Group.

**Proposed Location(s) of Project Installations:** Amory Arts courtyard, ART634's newly acquired property adjacent to gallery and city parks.

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## **JPAC Large Scale Projects**

### **Project #13: Art Award Competition**

**Description:** Establish a regional event that enables artists to apply to create one of a kind piece of artwork throughout the city of Jackson. This event would aim at national recognition. Artist canvas could range from a vacant house to streetscape to interactive place-making; no limited on canvas to be used, or locations and mediums.

What is the attraction for artists to apply, the amount of the award monies. Collaborations with local corporations, businesses and individuals would create the funding base to offer over awards totaling between \$50-150,000 the first year the event is held. The synergism created from such an event would attract tourists and art enthusiasts from through the Midwest and other far reaching locations. By doing so the event would support economic impact and tourism within the city of Jackson.

Artwork may be offered for purchase – commission from sale will create a funding base for JPAC to acquire funding.

**Proposed Partnership(s):** Area corporations, businesses, organization, grantors and art organizations.

**Proposed Location(s) of Project Installations:** Throughout the city of Jackson. Sites to be designated prior to the event.

**Project #14: Projection Mapping Building Art**

**Brief Description:** Call of artists (local, regional and national) to have their artwork included in a projection light show onto a downtown building during summer months. Close off the streets, bring your lawn chair and enjoy a warm summer evening enjoying art!

**Researched digital companies that provide the service**

1. NEXT/NOW – Chicago, Ill
2. New D Media - Detroit, Michigan

**Proposed Partnership(s):** Building Owner, Architectural firms, Consumers Energy, Jackson DDA, Experience Jackson, MCACA and other corporate sponsors.

**Proposed Location(s) of Project Installations:**

1. JPAC Public Art and Proposed Location Interactive Map

<http://www.zeemaps.com/view?group=1760850&x=-84.395681&y=42.237286&z=6>

2. JPAC Public Art Submission Policy and application



## PUBLIC ART APPLICATION

Applications for the installation of public art will be evaluated based on the seven criteria listed below. It is understood that some criteria will have more relevance than others depending on the proposed art work. This will be taken into account and the criteria weighted accordingly. Incomplete applications will not be considered.

- **Artistic merit and quality:** as substantiated by an artist's past history of exhibitions or sales, awards or other recognition, or an outstanding first work, as well as the inherent quality in terms of timelessness of vision, design, aesthetics and excellence;
- **Intent of the artist:** concerning the meaning and proposed or desired effect of the work as Public Art upon the viewing public, as rationalized and elaborated upon in the project description;
- **Significance:** creating a sense of excitement in public spaces and presenting fresh ways of seeing the community and city reflected;
- **Representation of styles and tastes within the public art collection:** acknowledging existing works in the public art collection and striving for diversity of style, scale and media;
- **Safety and durability:** including the ability of the artwork to withstand weather conditions, as well as structural and surface integrity;
- **Unrestricted public viewing:** primarily the opportunity for public access, but also suitability for public participation, social and political attitudes, and functional considerations; and
- **Installation and maintenance of the work:** from practicality of fabrication and transport, to installation and long-term care.

### **Applicant Information**

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

**Art Piece Information**

Title of Work: \_\_\_\_\_ Date: \_\_\_\_\_

Artist Name: \_\_\_\_\_ Cost of Art Piece: \_\_\_\_\_

Artwork Type (sculpture, mural, etc.): \_\_\_\_\_

Proposed Location of Installation: \_\_\_\_\_

Proposed Dates of Installation and Removal (if applicable): \_\_\_\_\_

Description of artwork (medium, dimensions, materials):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Required Attachments:**

- \_\_\_ Illustrative and/or construction drawings of proposed work including dimensions
- \_\_\_ Artist resume including images of other works and their locations
- \_\_\_ Project budget including funding source
- \_\_\_ Brief description of short- and long-term maintenance requirements and costs
- \_\_\_ Project timeline, including fabrication, delivery, installation and removal

**Application Process for Unsolicited Public Art**

Applications may be submitted at any time. The complete review process may take several months. With that in mind, applicants are encouraged to submit materials well in advance of intended installation date to allow time for the full proposal review and project development. Please be aware that the artist or sponsoring organization may be required to be present for site visits, some meetings, installation, maintenance and removal of work.

1. **Complete Application Form:** Complete all sections of the application and submit materials to the City Clerk’s Office. Applications must be received 30 days prior to the Public Art Commission meeting which is usually held monthly
2. **Public Art Commission Review:** All pieces of proposed public art to be installed on public property will be reviewed by the Public Art Commission. The Commission will approve, deny, or request additional information for the proposed art project. The artist or applicant may be requested to make a presentation to the Public Art Commission and answer questions related to the proposed project. The applicant should also be aware that all Public Art Commission meetings are open to the public.

3. **City Staff Review:** If approved by JPAC, the application will be sent to City staff members, where relevant, for their review. For example, if the applicant wishes to install public art in a park, it would need review and approval by the Director of the Parks and Recreation Department.
4. **Public Art Commission Approval:** After reviewing the proposal and communicating with relevant City staff, the Public Art Commission will determine if a recommendation to City Council will be made or not.
5. **City Council Approval:** For public art proposed on public property, the City Council must approve the proposal after receiving a recommendation from the Public Art Commission.
6. **Installation of the Art Piece**

**Please note the following regarding Ownership and maintenance of work:**

All art acquired pursuant to this chapter shall be the sole property of the City of Jackson unless an alternative arrangement is recommended by the arts commission and approved by city council. All temporary art shall remain the property of that person or those persons who have created the art or offered it for display. Maintenance and insurance costs shall be the responsibility of those persons who have created the art or offered it for display, and all necessary permits or licensing shall be secured before installation.

The Jackson Public Art Commission meets the third Tuesday of every month at 5:30 p.m. in City Hall on the 11<sup>th</sup> floor.

Applications may be submitted electronically, by mail or hand delivered to:

Jackson Public Art Commission

161 W. Michigan Ave.

Jackson, MI 49201

By email: [JPAC@cityofjackson.org](mailto:JPAC@cityofjackson.org)



## **CITY COUNCIL MEETING MINUTES**

February 9, 2016

### **CALL TO ORDER:**

The Jackson City Council met in regular session in the City Hall and was called to order at 6:35 p.m. by Mayor Bill Jors.

### **PLEDGE OF ALLEGIANCE - INVOCATION:**

The Council joined in the Pledge of Allegiance. Invocation was given by Derek Dobies, Vice Mayor and 6th Ward City Councilmember.

### **ROLL CALL:**

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

Also present: City Manager Patrick Burtch, City Attorney Bethany Smith, City Clerk/Treasurer Andrew J. Wrozek, Jr., Senior Appraiser Jason Yoakam, City Engineer Jon Dowling, Director of Police and Fire Matthew Heins, Director of Economic Operations Jennifer Morris, and Assistant City Manager/Operations Jonathan Greene.

### **ADOPTION OF AGENDA:**

Motion was made by Mayor Jors to adopt the Agenda and move Presentation and Proclamations before the Citizen Comment, seconded by Councilmember Pappin. Votes - all yeas (7). Agenda was adopted.

### **PRESENTATIONS/PROCLAMATIONS:**

The Mayor presented a Special Tribute honoring Camilla Babcock in recognition of her 100<sup>th</sup> birthday.

### **CITIZEN COMMENTS:**

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

**PETITIONS & COMMUNICATION:** none.

**CONSENT CALENDAR:**

- A. Minutes of the Regular Meeting on January 26, 2016:**  
Approve the minutes of the regular City Council meeting of January 26, 2016.
- B. Board Reappointments - DDA:**  
Mayor's recommendation to reappoint Wendy Clifton and Allan Hooper to the Downtown Development Authority for a four-year term each beginning March 30, 2016 and ending March 29, 2020.
- C. Walk for Warmth:**  
Approve the request from Consumers Energy to conduct their annual Walk for Warmth on Friday, February 26, 2016, at 12:00 p.m., in downtown Jackson. (Contingent upon receipt of proper insurance coverage.)

Motion was made by Councilmember Greer, seconded by Councilmember Dobies to adopt the Consent Calendar. Votes - all yeas (7). Calendar was adopted.

**PUBLIC HEARINGS:**

- A. Public Hearings of Necessity for Various Street Improvement Projects:**  
Public hearing of necessity for street repairs on:
- Edward Avenue - Wildwood Avenue to Winthrop Street & Winthrop Street - Edward Avenue to the east end of Withington Stadium
  - Mechanic Street from Morrell Street to Washington Avenue
  - West Avenue from Michigan Avenue to Wildwood Avenue and from Ganson Street to North Street
  - Francis Street from Washington Avenue to Glick Highway.
  - Mechanic Street from Washington Avenue to Glick Highway.
  - Jackson Street from Washington Avenue to Glick Highway.

Public Hearing was opened by Mayor Jors. Comments and written letters were heard and considered. Mayor Jors closed the public hearing and resumed the meeting.

- B. Resolution ordering the preparation of a special assessment roll to defray the cost of reconstructing Edward Avenue - Wildwood Avenue to Winthrop Street & Winthrop Street - Edward Avenue to the east end of Withington Stadium.**

Motion was made to adopt the resolution by Councilmember Greer, seconded by Councilmember Dobies. Votes - Yeas: Mayor Jors, Councilmembers Dancy, Greer, Frounfelker, and Dobies (5). Nays: Councilmembers Robinson and Pappin (2). Motion carried.

- C. Resolution ordering the preparation of a special assessment roll to defray the cost of reconstructing Mechanic Street from Morrell Street to Washington Avenue.

Motion was made to adopt the resolution by Councilmember Greer, seconded by Councilmember Dobies. Votes - Yeas: Mayor Jors, Councilmembers Greer, Pappin, Frounfelker, and Dobies (5). Nays: Councilmembers Robinson and Dancy (2). Motion carried.

- D. Resolution ordering the preparation of a special assessment roll to defray the cost of reconstructing West Avenue from Michigan Avenue to Wildwood Avenue and from Ganson Street to North Street.

Motion was made to adopt the resolution by Councilmember Greer, seconded by Councilmember Dobies. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin, Frounfelker, and Dobies (7). Nays: none. Motion carried.

- E. Resolution ordering the preparation of a special assessment roll to defray the cost of resurfacing Francis Street from Washington Avenue to Glick Highway.

Motion was made to adopt the resolution by Councilmember Greer, seconded by Councilmember Dobies.

Mayor Jors asked for motion to suspend the rules and accept additional public comment. Declaring a motion and second, asking for a vote with all voting yeas (7), Mayor Jors opened Public Hearing again. Councilmember Greer called for the question. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Greer, Pappin, and Dobies (5). Nays: Councilmembers Dancy and Frounfelker (2). Motion carried. Vote on the motion to adopt the resolution - Yeas: Mayor Jors, Councilmembers Robinson, Greer, Pappin, and Dobies (5). Nays: Councilmembers Dancy and Frounfelker (2). Motion carried.

- F. Resolution ordering the preparation of a special assessment roll to defray the cost of resurfacing Mechanic Street from Washington Avenue to Glick Highway.

Motion was made to adopt the resolution by Councilmember Greer, seconded by Councilmember Dobies. Votes - Yeas: Mayor Jors,

Councilmembers Greer, Pappin, and Dobies (4). Nays: Councilmembers Robinson, Dancy, and Frounfelker (3). Motion carried.

- G. Resolution ordering the preparation of a special assessment roll to defray the cost of resurfacing Jackson Street from Washington Avenue to Glick Highway.

Motion was made to adopt the resolution by Councilmember Greer, seconded by Councilmember Dobies. Votes - Yeas: Mayor Jors, Councilmembers Greer, Pappin, Dobies (4). Nays: Councilmembers Robinson, Dancy, and Frounfelker (3). Motion carried.

**H. Public Hearing to Rezone 144 Price Street:**

Public hearing on the request to rezone from I-1 (Light Industrial District) to R-1 (One-Family Residential District).

1. Ordinance amending Chapter 28, Section 28-32, City Code, to rezone 144 Price Street from I-1 to R-1. (City Planning Commission recommends denial.) (First Reading.)

Public Hearing opened by Mayor Jors. No comments were received. Public Hearing was closed.

Motion was made to concur with the Planning Commission and deny the re-zoning of 144 Price Street by Councilmember Greer, seconded by Councilmember Dobies. Votes: all yeas (7). Motion carried.

**OTHER BUSINESS:**

**A. Ordinance - Amending Chapter 28, Section 28-32 (Second/Final Adoption):**

**Recommendation:** Final adoption of Ordinance No. 2016-03, amending Section 28-32, Chapter 28, City Code, rezoning 1310 Losey Street from R-1 to I-2.

Motion was made to adopt Ordinance No. 2016-03 by Councilmember Greer, second was declared by Mayor Jors. Votes - all yeas (7). Motion carried.

**B. Second Contract Renewal to Provide Lawn Care Services at the WWTP and the Water Treatment Plan:**

**Recommendation:** Approve the second contract renewal with Picture Perfect Lawn Care, LLC, Jackson, in the amount of \$37,040.00 to provide lawn care services at the City of Jackson Wastewater Treatment Plant and Water Treatment Plant facilities.

Motion was made to approve by Councilmember Frounfelker, second by Councilmember Greer. Votes: all yeas (7). Motion carried. Revisited the issue to renew the contract by request of Councilmember Robinson. Councilmember Greer made the motion to reconsider for purpose of a roll call vote, seconded by Councilmember Dobies. Motion was made by Councilmember Greer, seconded by Councilmember Dobies to approve the contract. Roll call vote was taken - all yeas (7). Motion carried.

**C. Special Events Policy Proposed Revisions:**

**Recommendation:** Approve the revisions to the Special Events Policy.

Motion made by Councilmember Frounfelker, seconded by Councilmember Greer to approve the revisions of the policy. Votes - all yeas (7). Motion carried.

**NEW BUSINESS:**

**A. Resolution - MDOT Contract - Wisner Street Rehabilitation - Argyle Street to Boardman Road:**

**Recommendation:** Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for rehabilitation work along Wisner Street from Argyle Street to Boardman Road, and authorize the Mayor and City Clerk/Treasurer to execute the appropriate contract documents.

Motion was made by Councilmember Greer, seconded by Councilmember Dobies to approve the contract with MDOT. Vote - All yeas, except Councilmember Robinson abstaining (6). Motion carried.

**B. Resolution - Administrative Hearings Bureau Amnesty:**

**Recommendation:** Approve a resolution granting a judgment reduction for unpaid Administrative Hearings Bureau judgments entered prior to January 1, 2016.

Motion was made by Councilmember Greer, seconded by Dobies to approve a resolution for AHB Amnesty. Votes - all yeas (7). Motion carried.

**C. Resolution - Opposing Senate Bill 720 and House Bill 5232 Regarding Changes to the Local Historic Districts Act:**

**Recommendation:** approve a resolution in opposition to Senate Bill 720 and House Bill 5232 regarding changes to the Local Historic Districts Act.

Motion was made by Councilmember Dobies, seconded by Councilmember Robinson. Votes - all yeas (7). Motion carried.

**D. Item Deleted.**

**E. Ordinance - Lead Assessment (First Reading):**

**Recommendation:** Consider an ordinance amending Section 14-7, Article I, Chapter 14, City Code, to require that a property owner submit a lead risk assessment before a property owner is allowed to register his or her property under this Article to protect the safety of the citizens of Jackson.

Motion was made by Councilmember Dobies, seconded by Councilmember Greer to approve consideration of the Ordinance and advance to the 2<sup>nd</sup> reading and final adoption with amendment before the 2<sup>nd</sup> reading and final adoption the City Manager be directed to organize and host a public forum with qualified experts on the extent of lead poisoning in Jackson and the impact of lead paint and lead abatement in our city so as to better inform the public and the Council as the potential ways to allow this proposed ordinance to better secure the health, safety, and welfare of tenants and residents of the city. Votes - all yeas (7). Motion carried.

**F. Gravimetric Belt Feeders for Water Treatment Plant Lime Slakers:**

**Recommendation:** Approve the purchase of two gravimetric belt feeders and associated components from Integrity Municipal Systems, Poway, California, in the amount of \$70,160.00 to be installed on the lime slakers at the Water Treatment Plant.

Motion was made by Councilmember Greer, seconded by Councilmember Pappin to approve the purchase. Votes - all yeas (7). Motion carried.

**G. Accept Payment From Sale Proceeds and Forgive Balance of CDBG Rehabilitation Loan for 811 Burr Street:**

**Recommendation:** Approve the property owner's request to accept the proceeds from the sale of 811 Burr Street and forgive the balance of the Community Development Block Grant (CDBG) rehabilitation loan issued March 18, 1999.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve request and payment. Votes - all yeas (7). Motion carried.

**H. JHC Executive Director's Recommendation Regarding Three Positions:**

**Recommendation:** Approve the recommendations made by the Jackson Housing Commission Executive Director regarding three positions:

Maintenance Team Lead, Comptroller, and Human Resources Specialist, in concurrence with the Mayor's recommendation.

Motion was made by Councilmember Dobies, seconded by Councilmember Greer to approve recommendations for JHC. Votes - all yeas (7). Motion carried.

**I. Parks, Recreation, and Cemeteries New Special Events and Youth Programs From 2016:**

**Recommendation:** Approve the special events youth programs for the Spring and Summer of 2016 through program fees and the recreation millage fund.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve as presented. Votes - all yeas (7). Motion carried.

**EXECUTIVE SESSION: to discuss collective bargaining, pending litigation, and purchase of real property.**

Motion was made to suspend the regular open meeting and go into executive session by Councilmember Greer, seconded by Councilmember Frounfelker. Roll call vote. Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin, Frounfelker, and Dobies (7). Motion carried.

**RETURN TO OPEN SESSION**

Motion to return to the regular open meeting by Councilmember Greer, seconded by Councilmember Dobies. Votes - all yeas (7). Motion carried.

Motion was made by Councilmember Greer, seconded by Councilmember Dobies to accept the recommendation of the City Attorney made in executive session regarding Legacy 5. Votes - all yeas (7).

**CITY COUNCILMEMBERS' COMMENTS**

**MANAGER'S COMMENTS**

**ADJOURNMENT:**

No further business being presented, Motion was received to adjourn and a second. Motion carried. Mayor Jors closed the meeting at 10:10 p.m.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Special Event Application for Paws in the Park.

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**Recommendation:**

Approval of the request from Cascades Humane Society to conduct their annual Paws in the Park event on June 4, 2016 at 10 a.m. at Cascades Park.

Attached are memos from Nathan Mack, regarding the Special Event Application for Paws in the Park.

I recommend approval of the Special Event Application for Paws in the Park. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Nathan Mack, Executive Director, DDA

**DATE:** February 23, 2016

**RECOMMENDATION:** Approval of the request from Cascades Humane Society to conduct their annual Paws in the Park on June 4, 2016 at 10 a.m. at Cascades Park.

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### DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$100
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$100

### CONDITIONS & CONSIDERATIONS

- None

### INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

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**ATTACHMENTS:** Special Event Application: Paws in the Park



January, 12, 2016

City of Jackson,

Here is our application for our Paws in the Park Event,

We will have a similar map and venue as we have had in the past.  
Also, our liability insurance is with the same company and they prefer to give us a copy of the policy after our renewal date in April. If it is okay, I will send that information later.

If you need any more information, please contact me.  
Thank you,

Lindy Inosencio  
Marketing and Volunteer Coordinator  
[linosencio@chspets.org](mailto:linosencio@chspets.org)  
Direct line: 517-990-1981



**CITY OF JACKSON  
SPECIAL EVENT APPLICATION**

City Clerk's Office \* 161 W. Michigan Avenue \* Jackson, MI 49201  
(517) 788-4025

**Date Received By Clerk's Office:** 1/15/16 **Time:** 10 Am **By:** EB

Please complete this application in accordance with the City of Jackson Special Events Policy, and return it to the Office of the City Clerk at least 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Cascades Humane Society  
Organization Address: 1515 Carmen Drive, Jackson, MI 49202  
Organization Agent: Lindy Inosencio Title: Event Coordinator  
Phone: Work 990-1981 Home 517-2063062 During event 517-206-3062  
Agent's Address: 3350 N. Sandstone Rd., Jackson, MI 49201  
Agent's E-Mail Address: linosencio@chspets.org  
Event Name: Paws in the Park

Please give a brief description of the proposed special event: Dog walk event to raise money for CHS. The event will include vendors, activities and entertainment.

Event Day(s) & Date(s): Saturday, June 4 Event Time(s): 10:00 am - 1:00 pm  
Set-Up Date & Time: June 4 at 7:00 am Tear-Down Date & Time: \_\_\_\_\_  
Event Location: Cascade Falls Park/Sprink Park (By the basketball court)

**ANNUAL EVENT:** Is this event expected to occur next year?  YES  NO How many years has this event occurred? 12

**MAP:** (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

**STREET CLOSURES:** Start Date/ Time: None through Date/ Time: \_\_\_\_\_

**RESERVED PARKING:** Are you requesting reserved parking? 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

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

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 500 +

**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.

**REST ROOMS:** 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 rest room 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.

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)  
Large band stand use  
(Street closures are not needed)

**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson as an additional insured party on the policy. A sponsor of a Low Hazard event may request that City Council waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

**CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:  
 A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy or I am requesting that City Council waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.  
 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 as an additional named insured party on the policy.  
 The approval of this special event may include additional requirements or limitations, based on the City's review of this application.  
 Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.  
 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. By signing this Special Event Application, I declare I am 21 years of age or older.

01/05/16  
 Date

*Lindley Insencio*  
 Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:  
 CITY CLERK'S OFFICE - ATTN: ANGELA ARNOLD  
 161 W. MICHIGAN AVENUE - JACKSON, MI 49201

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Special Event Application for the Jackson County Rose Parade & Picnic in the Park.

---

**Recommendation:**

Approval of the request from Jackson County Rose Festival to conduct their annual Jackson County Rose Parade & Picnic in the Park event on June 5, 2016 at 1 p.m. throughout the streets of Jackson leading to Parkside and ending in Ella Sharp Park.

Attached are memos from Nathan Mack, regarding the Special Event Application for the Jackson County Rose Parade & Picnic in the Park.

I recommend approval of the Special Event Application for the Jackson County Rose Parade & Picnic in the Park event. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Nathan Mack, Executive Director, DDA

**DATE:** February 23, 2016

**RECOMMENDATION:** Approval of the request from Jackson County Rose Festival to conduct their annual Jackson County Rose Parade & Picnic in the Park event on June 5, 2016 at 1 p.m. throughout the streets of Jackson leading to Parkside and ending in Ella Sharp Park.

---

### 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		\$250
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$2,400
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$2,650

### CONDITIONS & CONSIDERATIONS

- None

### INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

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**ATTACHMENTS:** Special Event Application: Jackson County Rose Parade & Picnic in the Park

January 20, 2016



City of Jackson  
161 W. Michigan Ave.  
Jackson, MI 49201

Dear City Officials,

The Jackson County Rose Parade and Picnic in the Park (PITP) events are a time to celebrate our city, our community and our residents with a tradition that has taken place in Jackson for 58 years. The theme this year is "Everything's Coming Up Roses". As we move forward with the planning of this coming year's events, we would again like to acknowledge the dedication of each City department that supports our efforts to maintain a safe atmosphere for the Rose Parade and PITP that the community can enjoy.

We recognize the efforts of the Police Department, Fire Department, Engineering Department, Department of Public Services, DDA, Parks/Forestry Department and the City Council for all you do to support the Rose Festival throughout the year. The fact that you offer these services to our organization at no charge is the only way we can continue this long standing tradition in Jackson. Thank you!

On behalf of the Rose Festival, we would like to thank you for your continued cooperation with approval for the street closures for this year's Rose Festival's Rose Parade. As we continue to get great reviews with using the original route, we would like to submit the application for same street closures again this year.

We look forward to bringing the Jackson community another great event to be proud of and will continue, with the City of Jackson's help, to keep the Rose Parade tradition something families will be proud of for years to come.

Please contact us when the application is placed on the agenda for City Council approval and we will plan to attend the meeting to answer any questions you may have about the event.

Sincerely,

*Angela Machnik*

Angela Machnik  
Volunteer Rose Parade Committee Member  
517-782-8221

P.O. Box 1865 ~ Jackson, MI 49204

**CITY OF JACKSON  
SPECIAL EVENT APPLICATION**

Downtown Development Authority ~ 161 W. Michigan Avenue ~ Jackson, MI 49201  
(517) 768-6410

Date Received By DDA Office: 1/21/16 Time: 8am By: EB *(See note then receipt)*

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 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Jackson County Rose Festival, Inc.

Organization Address: PO Box 1865 Jackson 49204

Organization Agent Angela Machnik

Title: Rose Festival Board of Directors

Phone: (work) 517-782-8221 Phone: (cell) 517-945-8699

Phone: (during the event) 517-945-8699

Agent's Address 141 S. Jackson St., Jackson, MI 49201

Agent's E-Mail Address Angela@JacksonChamber.org or roseparadepicnic@gmail.com

Event Name 2016 Jackson County Rose Parade & Picnic in the Park (PITP)

Please give a brief description of the proposed special event: Free community, family focused event that begins with the parade and ends with a picnic at Ella Sharp Park with entertainment.

Event Day(s) & Date(s): Sunday, June 5, 2016

Event Time(s): Parade – 1 PM, PITP – immediately following the parade

Set-Up Date & Time: Parade – Sunday AM, PITP – Saturday PM Tear-Down Date & Time: Same day

Event Location Parade – Streets of Jackson leading to Parkside and ending in Ella Sharp Park (see map below), PITP – Ella Sharp Park

**ANNUAL EVENT:** Is this event expected to occur next year? (circle one) **YES** **NO**  
How many years has this event occurred? 58 years in 2016

**MAP:** (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

**STREET CLOSURES:** Start Date/Time (see street closure below) through Date/Time: Same

**RESERVED PARKING:** Are you requesting reserved parking? **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**

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

**CITY OF JACKSON**

**SPECIAL EVENT APPLICATION, Page 2**  
**Downtown Development Authority**  
**161 W. Michigan ~ Jackson, MI 49201 ~ (517) 768-6410**

**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.  
Parade Entries – floats, bands, community organizations, non-profits, political entries, etc. Picnic in the Park – chicken BBQ, Planetarium programs, classic car showing of those in the parade, Fire truck pull (possible), and other activities not yet determined.

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 5,000

**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.

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

If yes, how many? Parade – 7 Reg, 2 HCP, PITP - 8 Reg, 2 HCP

As an event organizer, you must consider the availability of rest room 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.

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

Support at main cross streets (Morrell, High, Griswold, West Ave., Traffic Circle on Fourth and Fourth to Ella Sharp Park entrance) on parade route from city police. Would like to have the Forestry Dept. check parade route for low hanging tree limbs prior to parade (maximum height of parade entries is 14') and ask the City Police & Fire Department be represented in the parade.

**\*\*NEW for 2016\*\*** Ella Sharp Park board of directors is going to allow us to end the parade in the park for 2016. Some of the parking lot at the Middle School at Parkside would still be used for destaging of parade floats but the majority of the parade participants will/should continue around the roundabout into Ella Sharp Park for the Picnic in the Park.

**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson and Downtown Development Authority as an additional insured party on the policy, for the specified event.

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

A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy.

A \$25 Special Event Application fee must be submitted along with this Special event Application.

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 as an additional named insured party on the policy.

The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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. By signing this Special Event Application, I declare I am 21 years of age or older.

01/04/2016

Date

Angela Machnik  
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:  
DOWNTOWN DEVELOPMENT AUTHORITY**

# 2016 Rose Parade

 Parade Route  
Parade route is 1.8 miles

 Parade staging

-  Reg. Portajohns
-  HCP Portajohns

The parade route will end in Ella Sharp Park for Picnic in the Park. Areas will be roped off specifically for parade entries to park and destaging at Parkside and at Ella Sharp Park. There will be parking monitors to assist in parking.



## **Jackson County Rose Festival - Parade - June 5, 2016**

### Street Closure Timeline

Closing schedule request for Sunday, June 5, 2016:

*Close at 10:00 a.m. to 2:00 p.m. – Blocked at all cross roads and alleys*

W. Wesley from First Street to South Jackson Street

W. Franklin from First Street to South Jackson Street

Mason Street from First to South Jackson Street

We would like usage of parking lot #1 on Sunday June 5, 2016 off of Franklin for parking of the corvettes that will be in the parade during the staging.

*Close at 12:30 p.m. to 3:00 p.m. – Blocked at all cross roads and alleys*

South Jackson Street from W. Wesley St. to Wilkins

Greenwood Avenue from South Jackson Street to Fourth Street

Fourth Street from Griswold to Alpine Lake Rd.

Parking lot closure signs at Middle School at Parkside for parade destaging. Signs to be placed at the Entrance off West Ave. and entrance round about.

### Set Up Dates/Times & Tear Down Dates/Times

Parade Set Up – Sunday, June 7, 2015:

Parade Support set up starts at 9:00 a.m.

Parade participants start arriving at 11:00 a.m.

Parade starts at 1:00 p.m.

Parade Tear Down – Sunday, June 7, 2015:

Parade approximate end time 2:30 p.m. – Streets open

## **Jackson County Rose Festival - Picnic in the Park (PITP) – June 5, 2016 - immediately following Rose Parade**

### Street Closure Timeline

Closing schedule request for Sunday, June 5, 2016:

*Close at 10:00 a.m.*

Oakwood Drive from East Hickory to Walnut Lane (In Sharp Park)

### Set Up Dates/Times & Tear Down Dates/Times

PITP Set Up at Ella Sharp Park – Saturday, June 4, 2016 & Sunday, June 5, 2016

PITP Activities in the park start 2:00 p.m. (tentative) on Sunday, June 5, 2016

Tentative list of events: Kids Activities, Chicken BBQ, Rosequeen & Court appearance  
Fire Truck Pull & More (TBA)

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Special Event Application for Jammin' in Jackson events.

---

**Recommendation:**

Approval of the request from the Downtown Development Authority to conduct their annual Jammin' In Jackson event on June 24, July 1, 8, 15, 22, and 29 from 6 p.m. until 8 p.m. in Horace Blackman Park.

Attached are memos from Nathan Mack, regarding the Special Event Application for the Jammin' in Jackson events.

I recommend approval of the Special Event Application for the Jammin' in Jackson events. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Nathan Mack, Executive Director, DDA

**DATE:** February 23, 2016

**RECOMMENDATION:** Approval of the request from the Downtown Development Authority to conduct their annual Jammin' in Jackson event on June 24, July 1, 8, 15, 22, and 29 from 6 p.m. until 8 p.m. in Horace Blackman Park.

---

### 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		\$600
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$600

### CONDITIONS & CONSIDERATIONS

- None

### INSURANCE STATUS

This event is covered under the City of Jackson's insurance policy.

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**ATTACHMENTS:** Special Event Application: Jammin' In 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: 6/24 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 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Jackson Downtown Development Authority  
Organization Address: 161 W. Michigan Ave. Jackson, MI 49201 - 5th Flr.  
Organization Agent Nathan Mack Title: Executive Director  
Phone: (work) 517-768-6410 Phone: (home) \_\_\_\_\_ Phone: (during the event) 605-881-1320  
Agent's Address 161 W. Michigan Ave. Jackson, MI 49201 - 5th Floor  
Agent's E-Mail Address nmack@cityofjackson.org  
Event Name Jammin' In Jackson

Please give a brief description of the proposed special event: Jammin In Jackson will take place on Friday evenings throughout the end of June and all of July. This event will feature live local music at Horace Blackman Park, as well as some sponsorship vendors. Michigan Theatre will be serving beer + wine for a fee, but however the event itself is FREE!!

Event Day(s) & Date(s) 6/24/16, 7/1/16, 7/8/16, 7/15/16, 7/22/16, + 7/29/16  
Event Time(s) ~~5pm-7pm~~ 6-8pm  
Set-Up Date & Time 4pm same day Tear-Down Date & Time ~~8pm~~ same day  
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? 6 years

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time N/A through Date/Time: N/A

RESERVED PARKING: Are you requesting reserved parking?  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

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? 5pm until 7pm

CITY OF JACKSON  
SPECIAL EVENT APPLICATION, Page 2  
Downtown Development Authority  
161 W. Michigan ~ Jackson, MI 49201 ~ (517) 768-6410

**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.

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 100-200/Night

**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.

**REST ROOMS:** Are you planning to provide portable rest rooms at the event? YES  ~~NO~~  
If yes, how many? 1

As an event organizer, you must consider the availability of rest room 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.

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)  
6 additional garbage cans stationed in the park on event days.

**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson and Downtown Development Authority as an additional insured party on the policy, for the specified event.

**CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:  
A Certificate of Insurance must be provided which names the Downtown Development Authority as well as the City of Jackson as additional named insured parties on the policy.  
A \$25 Special Event Application fee must be submitted along with this Special event Application. An additional \$25 fee must also be submitted if using the CMS Energy Amphitheatre.  
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 as an additional named insured party on the policy.  
Fire Department permit and approval is required for events including display fireworks.  
The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.  
Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.  
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. By signing this Special Event Application, I declare I am 21 years of age or older.

1/29/15  
Date

[Signature]  
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:  
DOWNTOWN DEVELOPMENT AUTHORITY  
161 W. MICHIGAN AVENUE JACKSON, MI 49201**

W. Pearl St.

Construction

First  
Congregational  
Church

Stage

Blackman  
Park

Hayes Ct.

W. Michigan Ave.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Special Event Application for the Hot Air Jubilee.

---

**Recommendation:**

Approval of the request from Jackson Hot Air Jubilee to conduct their annual Hot Air Jubilee starting on July 15, 2016 at 8 a.m. until July 17, 2016 at 9 a.m. in Ella Sharp Park.

Attached are memos from Nathan Mack, regarding the Special Event Application for the Hot Air Jubilee.

I recommend approval of the Special Event Application for the Hot Air Jubilee. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Nathan Mack, Executive Director, DDA

**DATE:** February 23, 2016

**RECOMMENDATION:** Approval of the request from Jackson Hot Air Jubilee to conduct their annual Hot Air Jubilee starting on July 15, 2016 at 8 a.m. until July 17, 2016 at 9 a.m. in Ella Sharp Park.

---

### 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		\$300
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$1,000
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$1,300

### CONDITIONS & CONSIDERATIONS

- The event organization, Jackson Hot Air Jubilee, must reimburse the Jackson Police Department \$300.00 for their resources.

### INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

---

**ATTACHMENTS:** Special Event Application: Hot Air Jubilee

CITY OF JACKSON  
SPECIAL EVENT APPLICATION

Downtown Development Authority ~ 161 W. Michigan Avenue ~ Jackson, MI 49201  
(517) 768-6410

Date Received By DDA Office: 1/5/16 Time: \_\_\_\_\_ By: [Signature]  
S.W. (wrote him a receipt)

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 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Jackson Hot Air Jubilee  
Organization Address: 225 N. Jackson P.O. Box 1838, Jackson MI 49201  
Organization Agent Dean Anderson Title: Vice Chairman  
Phone: (work) 517 784 0574 Phone: (home) 517 ~~784~~ 740 4000 Phone: (during the event) 517 740 4000  
Agent's Address 6200 McCain Rd, Spring Arbor, MI 49283  
Agent's E-Mail Address allstarrentalmich@yahoo.com  
Event Name Hot Air Jubilee

Please give a brief description of the proposed special event: A fun, family event promoting hot air balloons with entertainment, carnival, crafts, and car show

Event Day(s) & Date(s) July 15, 16, 17  
Event Time(s) July 15 4pm-11pm, July 16 6am-11pm, July 17 6am-9am  
Set-Up Date & Time July 14<sup>th</sup> 8am-10pm Tear-Down Date & Time July 17 9am-6pm (est.)  
Event Location July 15 8am-4pm Ella Sharp Park

ANNUAL EVENT: Is this event expected to occur next year? (circle one)  YES  NO  
How many years has this event occurred? 34

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time Fri 8:00 AM through Date/Time: Sunday Noon

RESERVED PARKING: Are you requesting reserved parking? YES  NO   
If yes, list the number of street spaces, City lots or locations where parking is requested:  
Parking will be on the field it has been on last few years

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

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 \_\_\_\_\_

CITY OF JACKSON  
SPECIAL EVENT APPLICATION, Page 2  
Downtown Development Authority  
161 W. Michigan ~ Jackson, MI 49201 ~ (517) 768-6410

**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.

*To be submitted as they commit*

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 30,000

**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.

**REST ROOMS:** Are you planning to provide portable rest rooms at the event?  YES  NO  
If yes, how many? 60

As an event organizer, you must consider the availability of rest room 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.

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

Closure of S. Oakwood Pr between ~~Maplewood~~ Planetarium and Hickory  
Closure of Birchwood and Maplewood Drives  
Closure of Rotunda road (loop)

**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson and Downtown Development Authority as an additional insured party on the policy, for the specified event. *The policy is obtained in mid June*

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

A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy.

A \$25 Special Event Application fee must be submitted along with this Special event Application.

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 as an additional named insured party on the policy.

The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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. By signing this Special Event Application, I declare I am 21 years of age or older.

1/11/16  
Date

Dean Anderson  
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:  
DOWNTOWN DEVELOPMENT AUTHORITY  
161 W. MICHIGAN AVENUE JACKSON, MI 49201**



Entrance to Permit Parking is from Stonewall Rd. on the south side of the park. You will need this tag to gain entrance, please place on rearview mirror.

Event Headquarters can be accessed from Permit Parking lot through gate at the north side of the parking lot.

JACKSON  
**HOT AIR**  
JUBILEE



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Special Event Application for Relay for Life.

---

**Recommendation:**

Approval of the request from American Cancer Society to conduct their annual Relay for Life event starting on August 5, 2016 at 8 a.m. until August 6, 2016 at 6 p.m. at Cascades.

Attached are memos from Nathan Mack, regarding the Special Event Application for the Relay for Life event.

I recommend approval of the Special Event Application for the Relay for Life event. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Nathan Mack, Executive Director, DDA

**DATE:** February 23, 2016

**RECOMMENDATION:** Approval of the request from American Cancer Society to conduct their annual Relay for Life event starting on August 5, 2016 at 8 a.m. until August 6, 2016 at 6 p.m. at Cascades.

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### DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$700
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$700

### CONDITIONS & CONSIDERATIONS

- None

### INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

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**ATTACHMENTS:** Special Event Application: Relay for Life

CITY OF JACKSON  
SPECIAL EVENT APPLICATION

Downtown Development Authority ~ 161 W. Michigan Avenue ~ Jackson, MI 49201  
(517) 768-6410

Date Received By DDA Office: NM Time: 11:20am By: 2/5/16

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 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: American Cancer Society

Organization Address: 1755 Abbey Rd

Organization Agent Catina Lowe Title: Community Manager, Relay for Life

Phone: (work) 5174039093 Phone: (home) 5174039093 Phone: (during the event) 5174039093

Agent's Address 1755 Abbey Rd, E. Lansing, MI 48823

Agent's E-Mail Address catina.lowe@cancer.org

Event Name Relay For Life for Jackson County MI

Please give a brief description of the proposed special event: Relay For Life is an event that brings a community together to fight back against cancer. Individuals, teams, and survivors rally together for 24 hours, which includes camping overnight.

Event Day(s) & Date(s) August 5 & 6, 2016

Event Time(s) Friday, August 5 - Saturday, August 6, 2016

Set-Up Date & Time Friday, August 5 @ 8:00am Tear-Down Date & Time Saturday, August 6 at 6:00am

Event Location The Cascades - Randolph and Brown St

ANNUAL EVENT: Is this event expected to occur next year? (circle one)  YES  NO  
How many years has this event occurred? 25<sup>th</sup> Annual

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time 8am, August 5 through Date/Time: 6pm, August 6

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

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

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 \_\_\_\_\_

CITY OF JACKSON  
SPECIAL EVENT APPLICATION, Page 2  
Downtown Development Authority  
161 W. Michigan ~ Jackson, MI 49201 ~ (517) 768-6410

**ENTERTAINMENT:** Are there any entertainment features related to this event?  YES  NO *D.J. only*  
If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 1600

**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.

**REST ROOMS:** Are you planning to provide portable rest rooms at the event?  YES  NO  
If yes, how many? 15

As an event organizer, you must consider the availability of rest room 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.

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)  
Please see attachment Streets closed Randolph Blvd between Brown St and High Street and North Bond Road from Randolph to Denton Rd with class 3 barricades from 8am Friday to 6pm Saturday.

**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson and Downtown Development Authority as an additional insured party on the policy, for the specified event.

**CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:  
A Certificate of Insurance must be provided which names the Downtown Development Authority as well as the City of Jackson as additional named insured parties on the policy.  
A \$25 Special Event Application fee must be submitted along with this Special event Application. An additional \$25 fee must also be submitted if using the CMS Energy Amphitheatre.  
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 as an additional named insured party on the policy.  
Fire Department permit and approval is required for events including display fireworks.  
The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.  
Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.  
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. By signing this Special Event Application, I declare I am 21 years of age or older.

2/4/2015  
Date

*Colin Lowe*  
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:  
DOWNTOWN DEVELOPMENT AUTHORITY  
161 W. MICHIGAN AVENUE JACKSON, MI 49201**

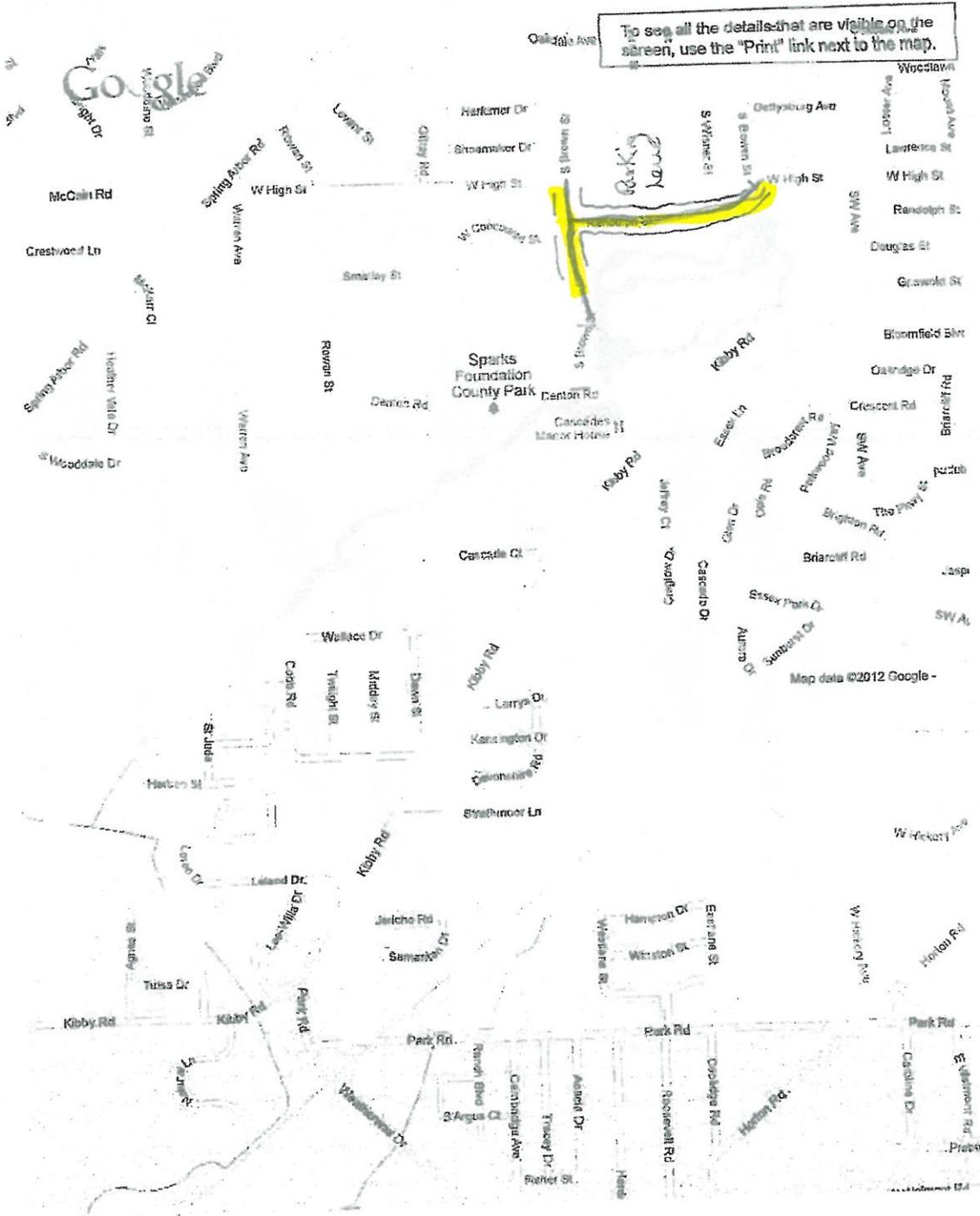
Road Closures:

Close Randolph Blvd. between Brown St. and High St. and Brown St. and Northbound Randolph from Randolph St. to Denton Rd. with Class 3 barricades from 8 am Friday, August 5 – Saturday, August 6 at 6 pm.

Request City Stages and Light Tower:

Request the use of both City Stages for the entire Relay, beginning Friday, August 5 at 10 am – Saturday, August 6, at 6:30 pm. Separate COL provided.

Request use of light tower to be placed Randolph St. and W. High St. proximity. COL will be requested for this piece of equipment if approved.



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** CDBG and HOME Financial Summaries through January 31, 2016

---

**Recommendation:**

Accept and place on file the CDBG and HOME Financial Summaries through January 31, 2016.

Attached is a memo from Jennifer Morris, Director of Neighborhood and Economic Operations, regarding the January 2016 CDBG and HOME financial summaries.

I recommend approval of the attached CDBG and HOME Financial Summaries through January 31, 2016. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager  
**FROM:** Jennifer Morris, Director   
**DATE:** February 23, 2016  
**RECOMMENDATION:** To accept and place on file the CDBG and HOME Financial Summaries through January 31, 2016

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### SUMMARY

Attached please find the Financial Summaries for the CDBG and HOME funds for the seven months ending January 31, 2016.

My recommendation is to accept and place on file the CDBG and HOME Financial Summaries through January 31, 2016.

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ATTACHMENTS

**City of Jackson**  
**Community Development Block Grant**  
**Monthly Financial Summary**  
**For the Seven Months Ended January 31, 2016**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<b><u>Public Services</u></b>							
1 King Center Summer Program							
FY 2014/2015	45,000	29,905	-	15,095	45,000	-	100.0%
FY 2015/2016	35,000		-	31,242	31,242	3,758	89.3%
<b><u>Administration</u></b>							
2 Administration & Planning							
FY 2014/2015	139,000	7,615	6,441	27,424	35,039	103,961	25.2%
FY 2015/2016	166,500	-	-	-	-	166,500	0.0%
<b><u>Code Enforcement</u></b>							
3 City Code Enforcement - Inspection							
FY 2013/2014	258,220	212,320	-	45,900	258,220	-	100.0%
FY 2014/2015	131,500	-	14,282	54,018	54,018	77,482	41.1%
FY 2015/2016	46,000	-	-	-	-	46,000	0.0%
4 City Code Enforcement - Rehabilitation							
FY 2014/2015	172,000	70,810	8,186	74,860	145,670	26,330	84.7%
FY 2015/2016	89,000	-	-	-	-	89,000	0.0%
5 City Attorney Office							
FY 2012/2013	52,000	44,390	185	7,610	52,000	0	100.0%
FY 2013/2014	20,000	-	1,722	1,722	1,722	18,278	8.6%
<b><u>Housing Rehabilitation Projects</u></b>							
6 Homeowner Rehabilitation							
FY 2013/2014	221,358	177,427	-	(270)	177,157	44,201	80.0%
FY 2014/2015	77,284	-	-	-	-	77,284	0.0%
FY 2015/2016	98,886	-	-	-	-	98,886	0.0%
7 City Emergency Hazard Repair Program							
FY 2014/2015	150,000	92,769	-	53,094	145,863	4,137	97.2%
FY 2015/2016	150,000	-	-	-	-	150,000	0.0%

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
8 City Residential Rental Rehabilitations	110,000	-	-	-	-	110,000	0.0%
9 John George Home	35,000	-	-	-	-	35,000	0.0%
10 City Rehab Administration (Denied Loans)							
FY 2014/2015	8,000	5,180	77	(956)	4,224	3,776	52.8%
FY 2015/2016	3,000	-	-	-	-	3,000	0.0%
<b><u>Street Projects</u></b>							
11 Hamilton (FY 2014/2015)	174,483	24,608	-	149,874	174,483	-	100.0%
12 VanBuren: Steward to Blackstone (FY 2014/2015)	303,017	28,472	-	274,544	303,017	-	100.0%
13 Edward & Winthrop (FY 2015/2016)	97,890	-	-	-	-	97,890	0.0%
14 Mechanic: Morrell to Washington (FY 2015/2016)	39,600	-	-	39,600	39,600	-	100.0%
<b><u>Other Projects</u></b>							
15 Tree Removal/Replacement (FY 2013/2014)	4,000	-	-	-	-	4,000	0.0%
16 Park Improvements							
FY 2014/2015	524,985	449,168	-	65,799	514,967	10,018	98.1%
FY 2015/2016	80,000	-	-	-	-	80,000	0.0%
<b><u>Public Improvements</u></b>							
17 Demolition - Neighborhood Economic Stabilization							
FY 2013/2014	155,000	155,000	-	(12,526)	142,474	12,526	91.9%
FY 2014/2015	185,000	165,746	-	(36,325)	129,421	55,579	70.0%
FY 2015/2016	320,000	-	-	-	-	320,000	0.0%
18 Residential Historic Preservation (2013/2014)	80,129	69,954	-	-	69,954	10,175	87.3%

NOTE: All funds are FY 2015/2016 allocations unless otherwise indicated

**City of Jackson  
HOME  
Monthly Financial Summary  
For the Seven Months Ended January 31, 2016**

	<u>Budgeted</u>	<u>Total Prior Year Funds Expended</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<b>1 Rehabilitation Assistance Program</b>							
FY 2014/2015	413,346	283,055	-	130,291	413,346	-	100.0%
FY 2015/2016	187,129	-	9,967	151,878	151,878	35,251	81.2%
<b>2 HOME Administration</b>							
FY 2015/2016	24,000	-	-	-	-	24,000	0.0%
<b>3 CAA - CHDO Operating Expenses</b>							
FY 2012/2013	12,500	4,973	-	-	4,973	7,527	39.8%
FY 2013/2014	12,500	-	-	-	-	12,500	0.0%
<b>4 CAA - CHDO Acq/Rehab/Resale</b>							
FY 2013/2014	40,000	24,763	-	926	25,689	14,311	64.2%
FY 2014/2015	42,000	-	-	-	-	42,000	0.0%
FY 2015/2016	52,000	-	-	-	-	52,000	0.0%
<b>5 City - Acq/Rehab/Resale</b>							
FY 2013/2014	41,968	40,138	-	1,830	41,968	-	100.0%



# City of Jackson, Michigan Financial Statements

As of and For the 7 Months Ended January 31, 2016

*(Unaudited)*

<b>INDEX:</b>	<b>Page</b>
General Fund Expenditure Summary	1-2
All Other Funds - Expenditure Summary	3-4
All Funds - Revenue Summary	5-6
Notes to Revenue & Expenditure Summaries	7

**City of Jackson, Michigan**  
**General Fund Expenditure Summary**  
**As of and For the 7 Months Ended January 31, 2016**  
**( Prepared on the Adopted Budget-Basis )**

Function Department	2015/16 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>Legislative :</u></b>						
101-101 City Council	94,912	94,912	5,914	54,822	57.76%	40,090
<b><u>Judicial:</u></b>						
101-137 Administrative Hearings Bureau	32,637	32,637	1,797	24,977	76.53%	7,660
	<b>32,637</b>	<b>32,637</b>	<b>1,797</b>	<b>24,977</b>	<b>76.53%</b>	<b>7,660</b>
<b><u>General Government :</u></b>						
101-172 City Manager	358,495	358,495	35,290	233,171	65.04%	125,324
101-192 City Clerk-Elections	103,412	103,412	1,936	69,020	66.74%	34,392
101-201 Finance	430,900	430,900	36,988	250,118	58.05%	180,782
101-209 City Assessor	350,620	350,620	27,993	179,471	51.19%	171,149
101-210 City Attorney	514,987	514,987	40,266	289,038	56.13%	225,949
101-215 City Clerk	122,346	122,346	8,650	54,993	44.95%	67,353
101-226 Personnel	260,100	260,100	31,864	147,566	56.73%	112,534
101-233 Purchasing	107,612	107,612	3,902	48,229	44.82%	59,383
101-253 City Treasurer	319,569	319,569	28,593	192,419	60.21%	127,150
101-254 City Income Tax	158,120	158,120	9,013	71,997	45.53%	86,123
101-258 Management Info. Services	310,044	310,044	19,553	151,952	49.01%	158,092
101-265 City Hall & Grounds	329,912	329,912	27,611	178,964	54.25%	150,948
101-276 Cemeteries	240,282	240,282	14,915	141,689	58.97%	98,593
101-299 Unallocated	796,965	796,965	39,673	461,957	57.96%	335,008
	<b>4,403,364</b>	<b>4,403,364</b>	<b>326,247</b>	<b>2,470,584</b>	<b>56.11%</b>	<b>1,932,780</b>
<b><u>Police Department :</u></b>						
101-301 Police	8,673,580	8,673,580	691,393	4,430,693	51.08%	4,242,887
101-308 STEP Grants	0	0	0	4,810	N/A	(4,810) <i>Note 2</i>
101-311 OHSP Grant - Seatbelts	0	15,000	228	3,842	N/A	11,158
101-313 Consortium Training	13,693	13,693	780	780	5.70%	12,913
101-314 In-Service Training	16,000	16,000	995	9,377	58.61%	6,623
	<b>8,703,273</b>	<b>8,718,273</b>	<b>693,396</b>	<b>4,449,502</b>	<b>51.04%</b>	<b>4,268,771</b>
<b><u>Fire Department :</u></b>						
101-340 Fire Suppression	3,275,852	3,275,852	241,891	1,782,615	54.42%	1,493,237
	<b>3,275,852</b>	<b>3,275,852</b>	<b>241,891</b>	<b>1,782,615</b>	<b>54.42%</b>	<b>1,493,237</b>
<b><u>Other Public Safety :</u></b>						
101-350 Public Safety - Unallocated	2,410,870	2,410,870	198,895	1,390,615	57.68%	1,020,255
	<b>2,410,870</b>	<b>2,410,870</b>	<b>198,895</b>	<b>1,390,615</b>	<b>57.68%</b>	<b>1,020,255</b>

( Continued - )

**City of Jackson, Michigan**  
**General Fund Expenditure Summary**  
**As of and For the 7 Months Ended January 31, 2016**  
**( Prepared on the Adopted Budget-Basis )**

- Continued -

Function Department	2015/16 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>Public Works :</u></b>						
101-441 Tax Property Maintenance	44,543	44,543	0	99,816	224.09%	(55,273) <i>Note 2</i>
101-442 Civic Affairs	47,400	47,400	9,681	41,303	87.14%	6,097
101-445 Drains at Large	39,000	39,000	1,899	12,012	30.80%	26,988
101-447 Grounds Maintenance	141,552	141,552	9,394	34,657	24.48%	106,895
101-448 Sidewalk Construction	31,000	31,000	0	7,291	23.52%	23,709
101-450 Street Lighting	484,017	484,017	23,655	184,144	38.04%	299,873
101-455 Weed Control	67,067	67,067	133	40,809	60.85%	26,258
101-690 Forestry	291,255	291,255	21,645	175,830	60.37%	115,425
	<b>1,145,834</b>	<b>1,145,834</b>	<b>66,407</b>	<b>595,862</b>	<b>52.00%</b>	<b>549,972</b>
<b><u>Recreation &amp; Culture :</u></b>						
101-692 Parks, Rec. & Grounds Admin.	591,669	591,669	57,849	419,978	70.98%	171,691
101-697 Parks & Facilities Maintenance	495,291	495,291	34,412	321,176	64.85%	174,115
101-698 Lt. Nixon Memorial Pool	85,750	85,750	1,388	57,369	66.90%	28,381
101-803 Historical District	12,238	18,238	2,341	7,405	40.60%	10,833
	<b>1,184,948</b>	<b>1,190,948</b>	<b>95,990</b>	<b>805,928</b>	<b>67.67%</b>	<b>385,020</b>
<b><u>Community Enrichment &amp; Development:</u></b>						
101-401 Planning	149,886	149,886	36,889	92,225	61.53%	57,661
101-728 Economic Development	211,499	211,499	12,404	85,476	40.41%	126,023
	<b>361,385</b>	<b>361,385</b>	<b>49,293</b>	<b>177,701</b>	<b>49.17%</b>	<b>183,684</b>
<b><u>Contributions to Other Funds:</u></b>						
101-999 Contributions to Other Funds:	<b>978,078</b>	<b>978,078</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>978,078</b>
<b>Total General Fund Expenditure:</b>	<b>22,591,153</b>	<b>22,612,153</b>	<b>1,679,830</b>	<b>11,752,606</b>	<b>51.97%</b>	<b>10,859,547</b>

**City of Jackson**  
**All Other Funds - Expenditure Summary**  
**As of and For the 7 Months Ended January 31, 2016**  
**( Prepared on the Adopted Budget-Basis )**

- Continued -

Fund Type/Fund Name	2015/16 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
	Original	Amended					
<b><u>Special Revenue Funds :</u></b>							
202	Major Street	6,565,959	6,565,959	(59,443)	1,833,518	27.92%	4,732,441
203	Local Street	2,482,906	2,482,906	140,067	2,046,766	82.43%	436,140
208	Ella W. Sharp Park Operating	735,368	735,368	20,252	417,656	56.80%	317,712
245	Public Improvement	1,199,177	1,199,177	14,686	65,149	5.43%	1,134,028
249	Building Department	455,446	455,446	38,714	269,044	59.07%	186,402
251	Housing Code Enforcement	755,040	755,040	55,019	358,664	47.50%	396,376
252	Building Demolitions	1,105,000	1,105,000	116,578	486,145	44.00%	618,855
254	Blight Elimination Grant	4,213,700	4,213,700	191,298	1,619,183	38.43%	2,594,517
257	Budget Stabilization	8,000	8,000	0	0	0.00%	8,000
265	Drug Law Enforcement	41,649	41,649	929	6,669	16.01%	34,980
268	Byrne/JAG Grant Programs	0	25,049	0	23,995	95.79%	1,054
270	LAWNET Grant	32,900	32,900	0	0	0.00%	32,900
272	SAFER Grant	93,194	93,194	0	170,692	183.16%	(77,498) <i>Note 2</i>
296	Recreation Activity	229,066	229,066	7,517	159,456	69.61%	69,610
297	JPS Recreation Millage Program	495,728	495,728	25,066	217,898	43.96%	277,830
<b><u>Debt Service Funds :</u></b>							
366	2013 City Hall Refunding D/S	651,300	651,300	0	127,775	19.62%	523,525
368	Building Authority D/S	54,544	54,544	3,806	54,169	99.31%	375
395	2001 DDA TIF D/S	1,845,750	1,845,750	0	750	0.04%	1,845,000
396	2011 DDA TIF Refinancing D/S	247,575	247,575	0	124,163	50.15%	123,412
397	2012 BRA TIF Refunding D/S	597,569	597,569	0	131,109	21.94%	466,460
399	2007 BRA TIF D/S	425,524	425,524	0	195,677	45.98%	229,847
<b><u>Capital Projects Funds :</u></b>							
401	Capital Projects Fund	280,500	564,000	49,347	68,446	12.14%	495,554
402	Water Equip. and Replacement	3,860,360	3,860,360	595,698	2,137,720	55.38%	1,722,640
404	Sanitary Sewer Maint. Fund	350,000	350,000	5,135	120,867	34.53%	229,133
405	Sanitary Sewer Replacement	1,095,940	1,095,940	118,957	788,704	71.97%	307,236
406	Wastewater Equip. Replacement	1,990,000	1,990,000	9,783	89,310	4.49%	1,900,690
494	Brownfield Redevelopment Auth.	1,182,348	1,182,348	5,867	349,016	29.52%	833,332
496	DDA Project	2,100,325	2,100,325	1,087	162,312	7.73%	1,938,013
<b><u>Enterprise Funds :</u></b>							
583	Sharp Park Golf Practice Center	59,895	59,895	0	16,616	27.74%	43,279
585	Auto Parking System	27,404	27,404	16,343	940,542	3432.13%	(913,138) <i>Note 2</i>
586	Parking Assessment	155,249	155,249	7,120	60,481	38.96%	94,768
590	Sewer	6,515,842	6,515,842	308,268	2,528,804	38.81%	3,987,038
591	Water	11,657,060	11,657,060	598,962	4,612,605	39.57%	7,044,455
599	Parking Deck Fund	739,053	739,053	8,055	94,947	12.85%	644,106

( Continued - )

**City of Jackson**  
**All Other Funds - Expenditure Summary**  
**As of and For the 7 Months Ended January 31, 2016**  
**( Prepared on the Adopted Budget-Basis )**

- Continued -

Fund Type/Fund Name	2015/16 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
	Original	Amended					
<b><u>Internal Service Funds :</u></b>							
641	Public Works Administration	442,181	442,181	28,416	183,335	41.46%	258,846
642	Engineering Administration	388,482	388,482	40,091	177,925	45.80%	210,557
643	Local Site Remediation Revolving	51,000	51,000	0	0	0.00%	51,000
661	Motor Pool and Garage	1,337,680	1,337,680	61,864	475,156	35.52%	862,524
663	Equipment Revolving Fund	63,164	63,164	0	0	0.00%	63,164
676	Self-Insured Health Care Fund	5,048,100	5,048,100	429,030	2,460,700	48.75%	2,587,400
677	Workers' Compensation	250,474	250,474	9,220	122,648	48.97%	127,826
<b><u>Trust &amp; Agency Funds :</u></b>							
702	County & School Tax Collection	7,500	7,500	0	0	0.00%	7,500
711	Cemetery Perpetual Maintenance	33,500	33,500	0	0	0.00%	33,500
718	Ella W. Sharp Endowment	30,661	30,661	0	0	0.00%	30,661
731	Employees' Retirement System	4,075,000	4,075,000	0	1,804,166	44.27%	2,270,834
732	Policemen's/Firemen's Pension	873,000	873,000	0	365,452	41.86%	507,548
733	Policemen's/Firemen's Pens.-345	6,455,000	6,455,000	98	2,698,536	41.81%	3,756,464
736	Public Employee Health Care	0	0	0	0	N/A	0
<b><u>Special Assessment Funds :</u></b>							
895	Special Assessment	656,402	656,402	0	38,315	5.84%	618,087

**City of Jackson**  
**All Funds - Revenue Summary**  
**As of and For the 7 Months Ended January 31, 2016**  
**( Prepared on the Adopted Budget-Basis )**

Fund/Fund Name	2015/16 Budget		Actual Month To Date	Actual Year To Date	Percent Collected
	Original	Amended			
<b><u>General Fund :</u></b>					
Property Taxes	7,642,365	7,642,365	103,392	7,013,078	91.77%
Income Taxes	8,530,000	8,530,000	1,263,444	4,994,199	58.55%
Licenses & Permits	281,960	281,960	16,035	77,593	27.52%
Federal Grants	17,153	32,153	3,583	49,292	153.30%
State Grants	9,330	9,330	0	4,634	49.67%
State Revenue Sharing	4,414,112	4,414,112	730,844	1,490,828	33.77%
Contributions From Local Units	37,000	37,000	0	26,740	72.27%
Charges For Goods & Services	1,080,967	1,080,967	13,883	157,386	14.56%
Fines & Forfeits	255,475	255,475	19,160	145,734	57.04%
Investment Income	22,500	22,500	503	9,330	41.47%
Contributions From Other Funds	112,000	112,000	1,907	54,087	48.29%
Miscellaneous	217,966	217,966	9,665	129,781	59.54%
Total General Fund Revenues	22,620,828	22,635,828	2,162,416	14,152,682	62.52%
<b><u>Special Revenue Funds :</u></b>					
202 Major Street	5,618,869	5,618,869	54,522	920,476	16.38%
203 Local Street	1,861,107	1,861,107	148,752	860,792	46.25%
208 Ella W. Sharp Park Operating	736,161	736,161	0	314,755	42.76%
245 Public Improvement	1,085,000	1,085,000	12,775	986,235	90.90%
249 Building Inspection	455,500	455,500	23,150	320,051	70.26%
251 Housing Code Enforcement Fund	716,000	716,000	120,332	332,085	46.38%
252 Building Demolitions Fund	805,000	805,000	13,165	332,735	41.33%
254 Blight Elimination Grant	4,213,700	4,213,700	59,581	59,581	1.41%
257 Budget Stabilization	8,000	8,000	0	2,177	27.21%
265 Drug Law Enforcement	26,400	26,400	0	3,907	14.80%
268 Byrne/JAG Grant Programs	0	25,049	0	23,995	95.79%
270 LАWNET Grant	32,900	32,900	0	214	0.65%
272 SAFER Grant	93,194	93,194	0	170,458	182.91%
296 Recreation Activity	245,300	245,300	23,501	125,491	51.16%
297 JPS Recreation Millage Program	500,300	500,300	0	300,028	59.97%
<b><u>Debt Service Funds :</u></b>					
366 2013 City Hall Refunding D/S	637,025	637,025	7,080	593,549	93.18%
368 Building Authority D/S	54,544	54,544	3,806	54,169	99.31%
395 2001 DDA TIF D/S	1,845,750	1,845,750	0	750	0.04%
396 2011 DDA TIF Refinancing D/S	247,575	247,575	0	124,163	50.15%
397 2012 BRA TIF Refunding D/S	597,569	597,569	0	131,109	21.94%
399 2007 BRA TIF Refunding D/S	425,524	425,524	0	195,677	45.98%

(Continued-)

**City of Jackson**  
**All Funds - Revenue Summary**  
**As of and For the 7 Months Ended January 31, 2016**  
**( Prepared on the Adopted Budget-Basis )**

- Continued -

Fund/Fund Name	2015/16 Budget		Actual Month To Date	Actual Year To Date	Percent Collected
	Original	Amended			
<b><u>Capital Projects Funds :</u></b>					
401 Capital Projects Fund	280,575	555,575	42,750	157,675	28.38%
402 Water Equipment & Replacement	3,510,764	3,510,764	291,667	2,046,427	58.29%
404 Sanitary Sewer Maintenance Fund	350,000	350,000	5,040	119,561	34.16%
405 Sanitary Sewer Replacement	760,000	760,000	62,500	440,786	58.00%
406 Wastewater Equip. Replacement	628,000	628,000	51,500	365,889	58.26%
494 Brownfield Redevelopment Auth.	1,098,439	1,098,439	0	2,049	0.19%
496 DDA Project	780,499	780,499	0	1,502,891	192.56%
<b><u>Enterprise Funds :</u></b>					
583 Sharp Park Golf Practice Center	60,895	60,895	0	19,380	31.83%
585 Auto Parking System	25,610	25,610	1,726	11,013	43.00%
586 Parking Assessment	109,198	109,198	3,815	99,771	91.37%
590 Sewer	5,090,400	5,090,400	205,696	1,999,032	39.27%
591 Water	8,582,550	8,582,550	680,172	3,893,822	45.37%
599 Parking Deck Fund	276,419	276,419	1,643	9,573	3.46%
<b><u>Internal Service Funds :</u></b>					
641 Public Works Administration	304,000	304,000	10,718	88,151	29.00%
642 Engineering Administration	388,482	388,482	16,111	168,011	43.25%
643 Local Site Remediation Revolving	74,775	74,775	0	282	0.38%
661 Motor Pool and Garage	966,281	966,281	51,192	472,099	48.86%
663 Equipment Revolving Fund	63,164	63,164	0	0	0.00%
676 Self-Insured Health Care Fund	5,185,550	5,185,550	404,449	2,930,792	56.52%
677 Workers' Compensation	238,000	238,000	14,296	113,759	47.80%
<b><u>Trust &amp; Agency Funds :</u></b>					
702 County & School Tax Collection	7,500	7,500	407	3,864	51.52%
711 Cemetery Perpetual Maintenance	53,000	53,000	3,202	11,448	21.60%
718 Ella W. Sharp Endowment	30,661	30,661	0	0	0.00%
731 Employees' Retirement System	4,984,228	4,984,228	0	239,195	4.80%
732 Policemen's/Firemen's Pension	1,094,690	1,094,690	0	196,482	17.95%
733 Policemen's/Firemen's Pension-345	7,974,507	7,974,507	29,413	763,999	9.58%
736 Public Employees Health Care	80,000	80,000	0	(37,314)	-46.64%
<b><u>Special Assessment Funds :</u></b>					
895 Special Assessment	656,402	656,402	9	40,463	6.16%

**City of Jackson**  
**Notes to Revenue & Expenditure Summaries**  
**As of and For the 7 Months Ended January 31, 2016**  
**( Prepared on the Adopted Budget-Basis )**

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

**Note 2:** A budget amendment to correct this variance is pending.

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Patrick H. Burch, City Manager *PHB*

**DATE:** February 23, 2016

**SUBJECT:** Ordinance amending Chapter 28, Section 28-71 (permitted and conditional uses), Sec. 28-100 (off-street parking, loading and access design standards), Sec. 28-105 (landscape standards), and Sec. 28-115 (building design standards) of the City Code (first reading)

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**Recommendation:**

Hold a public hearing and approve the first reading of the ordinance amending Chapter 28, Section 28-71 (permitted and conditional uses), Sec. 28-100 (off-street parking, loading and access design standards), Sec. 28-105 (landscape standards), and Sec. 28-115 (building design standards) of the City Code as per the recommendation from the Planning Commission dated February 22, 2016.

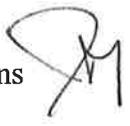
Attached is the memo and draft Ordinance from Jennifer Morris, Director of Neighborhood and Economic Operations, along with the packet that was presented to the Planning Commission regarding the above noted text amendment.

I recommend that the above mentioned Ordinance be forwarded to second reading. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Jennifer Morris, Director of Neighborhood and Economic Operations 

**DATE:** February 23, 2016

**RECOMMENDATION:** Hold the public hearing and approve first reading and forward to second reading the denoted Chapter 28 (zoning) text amendments

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### SUMMARY

As a part of several recent development reviews, it came to our attention that there a few inconsistencies in the Ordinance that needed to be addressed. Therefore, the following minor amendment are being proposed:

Sec. 28-71, Permitted and conditional uses:

- Candy, ice cream and other confectionery operations were previously not permitted to wholesale their operations within the C-3 (downtown) zoning district while it was permitted for other comparable uses (i.e. bakery)
- Convenience stores and gas stations with or without a mini mart were both previously omitted from the ordinance, both of which have now been added as conditional uses
- Liquor store (sale by package only) was previously a permitted uses but now requires conditional use approval

Sec. 28-100(c)(1), General off-street parking requirements:

- The use of the same parking requirements for all general commercial and retail sales establishments caused issues for uses with a higher turnover, as such convenience stores and liquor stores of less than 5,000 square feet of gross floor area have been removed and addressed separately
- Due to the addition of the previously omitted convenience stores and gas stations with or without a mini mart, separate parking requirements have now been added for each of these uses

Sec. 28-105(d)(1), Landscape standards:

- The parking requirements refer to a 5 foot parking lot perimeter landscape area yet this section previously lacked such a reference

Due to the recent development activity within the downtown, we felt it necessary to modify the building design standards to ensure that they adequately applied to the change of use and/or modifications to an existing legal nonconforming structures. Therefore, the following amendment (inclusive of a few minor modifications) are being proposed:

Sec. 28-115(b), Applicability (building design standards)

- Subsection (2) inaccurately referenced the chief building official and there was one inaccurate word (there instead of they)
- Subsection (4) previously did not reference a means for implementing the building design standards within the downtown (C-3) due to the lack of reference to a change of use and/or a modification to a legal nonconforming structure. This subsection now proposes to require that under both situations, with emphasis on the change of use, the property owner would have to comply with no less than the fenestration and exterior wall design standards with other provisions being applied at the discretion of the zoning administration. However, under all circumstances, and to the greatest extent practical, compliance with the historically accurate restoration option of the downtown Façade Study must be demonstrated. The legal nonconforming status of a structure within the C-3 zoning district shall be further defined to include all structures with uses that do not cease to operate for a period of less than three (3) months.

## POSITIONS

Based upon the above noted rationale for the proposed text amendments (Chapter 28, Article III, Sec. 28-71, Article IV, Sec. 28-100, Sec. 28-105, and Sec. 28-115), it is recommended that the Council forward the Ordinance on to the second reading.

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## ATTACHMENTS

ORDINANCE 2016.\_\_\_\_

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, Michigan to make minor revisions to Article III, Section 28-71 (Permitted and Conditional Uses), Article IV, Section 28-100 (Off-Street Parking, Loading, and Access Design Standards), Article IV, Section 28-105 (Landscape Standards), and Article IV, Section 28-115 (Building Design Standards).

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

To make minor revisions are summarized as follows:

1. Section 28-71 (Permitted and Conditional Uses) to allow for greater consistency amongst similar uses and limit the potential for more intrusive uses by requiring a conditional use permit
2. Section 28-100 (Off-Street Parking, Loading, and Access Design Standards) to add sufficient detail regarding the parking requirements for commercial and retail sales establishments
3. Section 28-105 (Landscape Standards) to add consistency amongst the various sub-sections specific to the perimeter parking lot landscaping
4. Section 28-115 (Building Design Standards) to ensure that any change of use and/or modifications to a legal nonconforming structure within the C-3 district would require a certain level of compliance with these standards to create a more consistent character within the downtown

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

ARTICLE III. ZONING DISTRICT REGULATIONS

**Sec. 28-71. Permitted and conditional uses.**

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

	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
(33) Candy, ice cream and other confectionery - wholesale									<u>P</u>	P	P	
<u>(43) Convenience store</u> <i>(renumber everything else in the chart)</i>							<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>( ) Gas station with or without a mini-mart</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
(86) Liquor store (sale by package only)							<u>CP</u>	<u>CP</u>	<u>CP</u>	<u>CP</u>		

Section 3. That Article IV of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

ARTICLE IV. SITE AND BUILDING DESIGNS TANDARDS

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

(c) *Off-street parking requirements.*

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

<b>Table of General Off-Street Parking Space Requirements</b>			
	<b>Range of Parking Spaces</b>		
<b>Use</b>	<b>Min.</b>	<b>Max.</b>	<b>Measurement</b>
<b>Commercial uses</b>			
General commercial and retail sales establishments <u>(excluding convenience stores and liquor stores of less than 5,000 square feet in GFA)</u>	5.00	5.00	Spaces; <del>and</del> <u>plus</u>
	1.00	1.50	Spaces per 1,000 square feet of UFA for stores up to 25,000 square feet of GFA; and
	0.50	1.75	Spaces per each additional 1,000 square feet of UFA for stores greater than 25,000 square feet of GFA such as shopping center, discount stores, club warehouses, home improvement centers and gro-

			cery stores; and
	0.00	0.25	Spaces per 1,000 square feet of UFA of outdoor display and sales areas
<u>Convenience stores</u>	<u>1.00</u>	<u>2.00</u>	<u>Spaces per 150 square feet of GFA, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space for each 2.5 seats of on-site seating, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space per each employee based upon the peak shift</u>
<u>Gas station with or without a mini mart</u>	<u>1.00</u>	<u>2.00</u>	<u>Spaces per 150 square feet of GFA, and</u>
	<u>1.00</u>	<u>1.50</u>	<u>Stacking spaces per each fueling station, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space for each 6 seats of on-site seating, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space per each employee based upon the peak shift, and</u>
	<u>2.00</u>	<u>3.00</u>	<u>Spaces per each service bay</u>
<u>Liquor stores (sale by package)</u>	<u>1.00</u>	<u>2.00</u>	<u>Spaces per 150 square feet of GFA, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space per each employee based upon the peak shift</u>

**Sec. 28-105. Landscape standards.**

(d) *Landscape standards.*

- (1) All landscaping must conform to the following standards, unless otherwise approved by the zoning administrator (or designee), each of which will be calculated separately. Please see “landscaping” in section 28-5 of this chapter for definitions of the various plant types cited in the following table:

Table of Landscape Standards				
Location	Dimensions (min.)	Landscape Quantities (a)	Shrubs (min) (b)	Other Materials
		Trees (min.)		
<b>Perimeter Parking Lot Landscaping</b>				
Perimeter of the parking lot envelope	Parking lots must be set back at least 5 ft. from a right-of-way <u>and abutting property lines.</u> and required plantings must be within 10 ft. from the edge of pavement	1 canopy tree per each 2,000 sq. ft. of paved surface area <sup>(k)</sup>	3 foot tall perimeter hedge along a right-of-way or, if not feasible, sufficient shrubbery (as determined by the zoning administrator (or designee) located in clearly defined planting beds, as well as turf grace (i.e. lawns) <sup>(m, n, o)</sup>	

**Sec. 28-115. Building design standards.**

(b) *Applicability.* All uses except one-family and two-family residential must comply with the design standards of subsections (c), (d), and (e) of this section under the following circumstances;

(2) *Expansions and major improvements to buildings.* For buildings existing prior to the effective date of this section, major building improvements or expansions that require site plan approval may be permitted by the ~~chief building official~~, zoning administrator (or designee) without the complete upgrade to meet the standards of this section, provided ~~they~~there are reasonable in relation to the scale and construction cost of the building improvements or expansion and they do not increase noncompliance with the requirements of this section. Major exterior renovations must be consistent with the building design standards herein to the extent deemed practical.

(4) All Structures within the C-3, Central Commercial, zoning district:

(a) Change of Use: Any change of use within an existing structure in the C-3 zoning district shall be subject to the fenestration requirements of this Section, the exterior wall design standards specific to materials. Additionally, to the greatest extent practical as determined by the zoning administrator (or designee), all structures shall comply with the historically accurate restoration option outlined in the Downtown Jackson Facade Study and Use Recommendations. All other provisions of this Section shall be at the discretion of the Director of Neighborhood and Economic Operation; and/or

(b) Interior and/or Exterior Modifications to a Legal Nonconforming Structure. Any interior or exterior modifications to a legal non-conforming structure within the C-3 zoning district may be subject to the same provi-

sions as those noted for a change of use. This determination shall be at the discretion of the zoning administrator (or designee); and/or

(c) Applicability if No Longer Deemed a Legal Nonconforming Structure. For purposes of this Section, a legal nonconforming structure within the C-3 zoning district shall consist of any structure within which a use does not cease for a period of less than three (3) months. If the use ceases for greater than three (3) months, the structure will be subject to all of the design standards outlined in subsections (c), (d), and (e) of this Section.

(5) Modification of standards. The zoning administrator (or designee) will perform an independent site review analysis and may allow the applicant to deviate from zoning regulations if unique or restrictive circumstances exist.

#### Section 4. Effective Date

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



# Neighborhood & Economic Operations

## Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303  
Phone (517) 788-4060 • Facsimile (517) 780-4781

### PLANNING COMMISSION MEETING FEBRUARY 22, 2016

**MEMO TO:** Planning Commissioners

**FROM:** Jennifer Morris, AICP, Director of Neighborhood and Economic Operations

**DATE:** February 17, 2016

**SUBJECT:** **Proposed Ordinance Amendments to Chapter 28 (Zoning)**

**HEARING:** Open a Public Hearing to receive comment on the proposed amendments to Chapter 28 (Zoning) of the City of Jackson Code of Ordinances by revising Sec. 28-71 (permitted and conditional uses), Sec. 28-100 (off-street parking, loading, and access design standards), Sec. 28-105 (landscape standards), and Sec. 28-115 (building design standards).

**MOTION:** ***RECOMMEND*** that City Council adopt an ordinance amending Chapter 28 (Zoning), Sec. 28-71, Sec. 28-100, Sec. 28-105, and Sec. 28-115 of the City Code.

---

As a part of several recent development reviews, it came to our attention that there a few inconsistencies in the Ordinance that needed to be addressed. Therefore, the following minor amendment are being proposed:

Sec. 28-71, Permitted and conditional uses:

- Candy, ice cream and other confectionery operations were previously not permitted to wholesale their operations within the C-3 (downtown) zoning district while it was permitted for other comparable uses (i.e. bakery)
- Convenience stores and gas stations with or without a mini mart were both previously omitted from the ordinance, both of which have now been added as conditional uses
- Liquor store (sale by package only) was previously a permitted uses but now requires conditional use approval

Sec. 28-100(c)(1), General off-street parking requirements:

- The use of the same parking requirements for all general commercial and retail sales establishments caused issues for uses with a higher turnover, as such convenience stores and liquor stores of less than 5,000 square feet of gross floor area have been removed and addressed separately
- Due to the addition of the previously omitted convenience stores and gas stations with or without a mini mart, separate parking requirements have now been added for each of these uses

Sec. 28-105(d)(1), Landscape standards:

- The parking requirements refer to a 5 foot parking lot perimeter landscape area yet this section previously lacked such a reference



Due to the recent development activity within the downtown, we felt it necessary to modify the building design standards to ensure that they adequately applied to the change of use and/or modifications to an existing legal nonconforming structures. Therefore, the following amendment (inclusive of a few minor modifications) are being proposed:

Sec. 28-115(b), Applicability (building design standards)

- Subsection (2) inaccurately referenced the chief building official and there was one inaccurate word (there instead of they)
- Subsection (4) previously did not reference a means for implementing the building design standards within the downtown (C-3) due to the lack of reference to a change of use and/or a modification to a legal nonconforming structure. This subsection now proposes to require that under both situations, with emphasis on the change of use, the property owner would have to comply with no less than the fenestration and exterior wall design standards with other provisions being applied at the discretion of the zoning administration. However, under all circumstances, and to the greatest extent practical, compliance with the historically accurate restoration option of the downtown Façade Study must be demonstrated. The legal nonconforming status of a structure within the C-3 zoning district shall be further defined to include all structures with uses that do not cease to operate for a period of less than three (3) months.

Att': Proposed Ordinance  
Public Notice

## ORDINANCE 2016. \_\_

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, Michigan to make minor revisions to Article III, Section 28-71 (Permitted and Conditional Uses), Article IV, Section 28-100 (Off-Street Parking, Loading, and Access Design Standards), Article IV, Section 28-105 (Landscape Standards), and Article IV, Section 28-115 (Building Design Standards).

## THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

## Section 1. Purpose.

To make minor revisions are summarized as follows:

1. Section 28-71 (Permitted and Conditional Uses) to allow for greater consistency amongst similar uses and limit the potential for more intrusive uses by requiring a conditional use permit
2. Section 28-100 (Off-Street Parking, Loading, and Access Design Standards) to add sufficient detail regarding the parking requirements for commercial and retail sales establishments
3. Section 28-105 (Landscape Standards) to add consistency amongst the various subsections specific to the perimeter parking lot landscaping
4. Section 28-115 (Building Design Standards) to ensure that any change of use and/or modifications to a legal nonconforming structure within the C-3 district would require a certain level of compliance with these standards to create a more consistent character within the downtown

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

## ARTICLE III. ZONING DISTRICT REGULATIONS

**Sec. 28-71. Permitted and conditional uses.**

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	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
(33) Candy, ice cream and other confectionery - wholesale									<u>P</u>	P	P	
<u>(43) Convenience store</u> <u>(renumber everything else in the chart)</u>							<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
<u>( ) Gas station with or without a mini-mart</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
(86) Liquor store (sale by package only)							<u>CP</u>	<u>CP</u>	<u>CP</u>	<u>CP</u>		

Section 3. That Article IV of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

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

(c) *Off-street parking requirements.*

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

<b>Table of General Off-Street Parking Space Requirements</b>			
<b>Use</b>	<b>Range of Parking Spaces</b>		
	<b>Min.</b>	<b>Max.</b>	<b>Measurement</b>
<b>Commercial uses</b>			
General commercial and retail sales establishments <u>(excluding convenience stores and liquor stores of less than 5,000 square feet in GFA)</u>	5.00	5.00	Spaces; <u>and plus</u>
	1.00	1.50	Spaces per 1,000 square feet of UFA for stores up to 25,000 square feet of GFA; and
	0.50	1.75	Spaces per each additional 1,000 square feet of UFA for stores greater than 25,000 square feet of GFA such as shopping center, discount stores, club warehouses, home

			improvement centers and grocery stores; and
	0.00	0.25	Spaces per 1,000 square feet of UFA of outdoor display and sales areas
<u>Convenience stores</u>	<u>1.00</u>	<u>2.00</u>	<u>Spaces per 150 square feet of GFA, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space for each 2.5 seats of on-site seating, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space per each employee based upon the peak shift</u>
<u>Gas station with or without a mini mart</u>	<u>1.00</u>	<u>2.00</u>	<u>Spaces per 150 square feet of GFA, and</u>
	<u>1.00</u>	<u>1.50</u>	<u>Stacking spaces per each fueling station, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space for each 6 seats of on-site seating, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space per each employee based upon the peak shift, and</u>
	<u>2.00</u>	<u>3.00</u>	<u>Spaces per each service bay</u>
<u>Liquor stores (sale by package)</u>	<u>1.00</u>	<u>2.00</u>	<u>Spaces per 150 square feet of GFA, and</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space per each employee based upon the peak shift</u>

**Sec. 28-105. Landscape standards.**

(d) *Landscape standards.*

(1) All landscaping must conform to the following standards, unless otherwise approved by the zoning administrator (or designee), each of which will be calculated separately. Please see “landscaping” in section 28-5 of this chapter for definitions of the various plant types cited in the following table:

Table of Landscape Standards				
Location	Dimensions (min.)	Landscape Quantities (a)	Shrubs (min) (b)	Other Materials
		Trees (min.)		
<b>Perimeter Parking Lot Landscaping</b>				
Perimeter of the parking lot envelope	Parking lots must be set back at least 5 ft. from a right-of-way <u>and abutting property lines</u> , and required plantings must be within 10 ft. from the edge of pavement	1 canopy tree per each 2,000 sq. ft. of paved surface area <sup>(k)</sup>	3 foot tall perimeter hedge along a right-of-way or, if not feasible, sufficient shrubbery (as determined by the zoning administrator (or designee) located in clearly defined planting beds, as well as turf grace (i.e. lawns) <sup>(m, n, o)</sup>	

**Sec. 28-115. Building design standards.**

(b) *Applicability.* All uses except one-family and two-family residential must comply with the design standards of subsections (c), (d), and (e) of this section under the following circumstances, unless noted otherwise;

(2) *Expansions and major improvement sot buildings.* For building existing prior to the effective date of this section, major building improvements or expansions that require site plan approval may be permitted by the ~~chief building official~~, zoning administrator (or designee) without the complete upgrade to meet the standards of this section, provided ~~they~~there are reasonable in relation to the scale and construction cost of the building improvements or expansion and they do not increase noncompliance with the requirements of this section. Major exterior renovations must be consistent with the building design standards herein to the extent deemed practical.

(4) All Structures within the C-3, Central Commercial, zoning district:

(a) Change of Use: Any change of use within an existing structure in the C-3 zoning district shall be subject to the fenestration requirements of this Section, the exterior wall design standards specific to materials. Additionally, to the greatest extent practical as determined by the zoning administrator (or designee), all structures shall comply with the historically accurate restoration option outlined in the Downtown Jackson Facade Study and Use Recommendations. All other provisions of this Section shall be at the discretion of the Director of Neighborhood and Economic Operation; and/or

(b) Interior and/or Exterior Modifications to a Legal Nonconforming Structure. Any interior or exterior modifications to a legal non-conforming structure within the C-3 zoning district may be subject to the same provisions as those

noted for a change of use. This determination shall be at the discretion of the zoning administrator (or designee); and/or

(c) Applicability if No Longer Deemed a Legal Nonconforming Structure. For purposes of this Section, a legal nonconforming structure within the C-3 zoning district shall consist of any structure within which a use does not cease for a period of less than three (3) months. If the use ceases for greater than three (3) months, the structure will be subject to all of the design standards outlined in subsections (c), (d), and (e) of this Section.

(5) Modification of standards. The zoning administrator (or designee) will perform an independent site review analysis and may allow the applicant to deviate from zoning regulations if unique or restrictive circumstances exist.

#### Section 4. Effective Date

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

# **PUBLIC HEARING CITY OF JACKSON**

Please take notice that the City of Jackson will hold public hearings in the City Council Chambers located at 161 W. Michigan Avenue to consider the following amendments to the Zoning Ordinance (Chapter 28):

1. Section 28-71 (Permitted and Conditional Uses) to allow for greater consistency amongst similar uses and limit the potential for more intrusive uses by requiring a conditional use permit
2. Section 28-100 (Off-Street Parking, Loading, and Access Design Standards) to add sufficient detail regarding the parking requirements for commercial and retail sales establishments
3. Section 28-105 (Landscape Standards) to add consistency amongst the various subsections specific to the perimeter parking lot landscaping
4. Section 28-115 (Building Design Standards) to ensure that any change of use within the C-3 district would require a certain level of compliance with these standards to create a more consistent character within the downtown

The public hearings will be held on Monday February 22, 2016 at 6:00 pm (Planning Commission) and Tuesday, February 23, 2016 at 6:30 pm (City Council) for the purpose of receiving public input on the proposed amendments to the Zoning Ordinance. The complete package can be reviewed at City Hall, Department of Neighborhood and Economic Operations (3<sup>rd</sup> floor) during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.). Written comments will also be received at the above address during normal business hours by 5:00 PM on Friday, February 19, 2016.

Jennifer Morris  
Director  
Neighborhood and Economic Operations

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** **Interim Balancing Change Order 1 for 2015 CDBG Local Street Construction Contract**

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**Recommendation:**

To approve Interim Balancing Change Order 1 to the contract with Bailey Excavating, Inc. for 2015 CDBG Local Street Reconstruction in the increased amount of \$128,283.48 to balance contract quantities for various original items that are substantially complete to match quantities placed in the field, add items that were necessary to complete work in the field to be paid from Local Street, Water and Sewer Funds 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 1 for the 2015 Local Street Construction contract for Hamilton and Van Buren Streets.

I recommend approval of Interim Balancing Change Order 1. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** February 23, 2016

**RECOMMENDATION:** To approve Interim Balancing Change Order 1 to the contract with Bailey Excavating, Inc. for 2015 CDBG Local Street Reconstruction in the increased amount of \$128,283.48 to balance contract quantities for various original items that are substantially complete to match quantities placed in the field, add items that were necessary to complete work in the field to be paid from Local Street, Water and Sewer Funds and authorize the City Manager and City Engineer to execute the appropriate document.

### SUMMARY

The attached Interim Balancing Change Order 1 is to balance the contract quantities for various original 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 an increase of \$128,283.48 bringing the current contract amount to \$1,407,185.53. This increased cost will be paid from Local Street, Water and Sewer Funds.

### HISTORY, BACKGROUND and DISCUSSION

On June 23, 2015, City Council approved the award of the 2015 CDBG Local Street Reconstruction contract for Hamilton and VanBuren Streets to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$1,278,902.05. This contract is funded with Water, Sewer, CDBG and Local Street Funds and Special Assessments for street construction.

### DISCUSSION OF THE ISSUE

In late fall 2015, work on Hamilton and VanBuren Streets was substantially completed and both opened to traffic. There are work item remaining to be completed in the spring of 2016. Remaining work includes the replacement of water and sanitary sewer on Blackstone Street at the intersection with VanBuren as well as turf restoration throughout the VanBuren and Hamilton work zones.

As the majority of work is complete, the attached Interim Balancing Change Order has been prepared to align the contract quantities with quantities placed in the field. As demonstrated on the attached table, the quantities placed from some items are less than the contract quantity while others are in excess. The quantities included in the original contract were pre-construction estimates for bidding purposes. Now that work is substantially completed in the field, contract quantities must be changed from what was originally estimated to what was actually placed in the field. If the Balancing Change Order is approved, the contract will then be paid for those placed quantities that exceeded bid amounts.

*continued*

Balancing change orders of this nature are always prepared after all work is completed in the field. In this case, because work on this contract will span two calendar years, the contractor has requested an interim balancing change order be prepared now so that payment can be made for those items that have been completed to date and exceeded the current contract amount. This request is not unusual as the contractor has employees, overhead, subcontractors and material suppliers to pay for work completed to date.

## POSITIONS

I request approval of Interim Balancing Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

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## ATTACHMENTS

**INTERIM BALANCING CHANGE ORDER NO. 1**  
**To Contract for**  
**2015 CDBG Local Street Reconstruction Contract**  
**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** **\$ 1,278,902.05**

**INTERIM BALANCING CHANGE ORDER NO. 1** **\$ 128,283.48**

Details of changes shown on the attached sheets

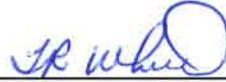
**NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1** **\$ 1,407,185.53**

**REASON FOR CHANGE:**

To change the authorized quantities for various items for which all work is complete to match final quantities placed and to add items that were necessary to complete work in the field.

**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

## 2015 CDBG LOCAL STREET RECONSTRUCTION ON HAMILTON & VANBUREN

### INTERIM BALANCING CHANGE ORDER NUMBER 1

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

Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Revised Contract Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1500001	Mobilization, Max. _____	1.000	0.000	1.000	LS	\$72,000.00	\$ -	\$ -
0002	2020002	Tree, Rem, 19 inch to 36 inch	1.000	1.000	2.000	Ea	\$2,400.00	\$ 2,400.00	\$ -
0003	2030011	Dr Structure, Rem	7.000	0.000	7.000	Ea	\$500.00	\$ -	\$ -
0004	2030015	Sewer, Rem, Less than 24 inch	930.000	-240.500	689.500	Ft	\$25.00	\$ -	\$ (6,012.50)
0005	2037001	Sanitary Sewer, SDR 26 PVC, 15 inch	281.000	0.000	281.000	Ft	\$160.00	\$ -	\$ -
0006	2037001	Sanitary Sewer Backfill, Class II	281.000	0.000	281.000	Ft	\$45.00	\$ -	\$ -
0007	2037050	Sanitary Structure, Rem	3.000	0.000	3.000	Ea	\$350.00	\$ -	\$ -
0008	2037050	Sanitary Sewer, Deflection Test	2.000	0.000	2.000	Ea	\$1,200.00	\$ -	\$ -
0009	2037050	Sanitary Sewer, Air Test	2.000	0.000	2.000	Ea	\$1,500.00	\$ -	\$ -
0010	2040020	Curb and Gutter, Rem	4,080.000	129.000	4,209.000	Ft	\$6.00	\$ 774.00	\$ -
0011	2040050	Pavt, Rem	8,576.000	-62.259	8,513.741	Syd	\$8.00	\$ -	\$ (498.07)
0012	2040055	Sidewalk, Rem	790.000	349.271	1,139.271	Syd	\$10.50	\$ 3,667.35	\$ -
0013	2047051	Audio-Visual Filming	1.000	0.000	1.000	LS	\$2,500.00	\$ -	\$ -
0014	2050010	Embankment, CIP	400.000	0.000	400.000	Cyd	\$15.00	\$ -	\$ -
0015	2050031	Non Haz Contam Mat'l Handling & Disp, LM	100.000	-100.000	0.000	Cyd	\$80.00	\$ -	\$ (8,000.00)
0016	2057002	Station Grading	21.000	1.500	22.500	Sta	\$4,250.00	\$ 6,375.00	\$ -
0017	2057021	Subgrade Undercutting, Modified	400.000	-400.000	0.000	Cyd	\$55.00	\$ -	\$ (22,000.00)
0018	2080020	Erosion Control, Inlet Protection, Fabric Drop	46.000	-28.000	18.000	Ea	\$150.00	\$ -	\$ (4,200.00)
0019	3020012	Aggregate Base, 5 inch	1,844.000	-781.000	1,063.000	Syd	\$5.00	\$ -	\$ (3,905.00)
0020	3020020	Aggregate Base, 8 inch	7,806.000	4.706	7,810.706	Syd	\$6.50	\$ 30.59	\$ -
0021	4020987	Sewer, CI IV, 12 inch, Tr Det B	116.000	44.000	160.000	Ft	\$65.00	\$ 2,860.00	\$ -
0022	4020988	Sewer, CI IV, 15 inch, Tr Det B	43.000	-11.000	32.000	Ft	\$75.00	\$ -	\$ (825.00)
0023	4020989	Sewer, CI IV, 18 inch, Tr Det B	823.000	-89.000	734.000	Ft	\$85.00	\$ -	\$ (7,565.00)
0024	4021206	Sewer Tap, 18 inch	2.000	-2.000	0.000	Ea	\$650.00	\$ -	\$ (1,300.00)
0025	4021230	Sewer Bulkhead, 12 inch	8.000	-4.000	4.000	Ea	\$250.00	\$ -	\$ (1,000.00)
0026	4037050	Sanitary Manhole, 48 inch dia	3.000	0.000	3.000	Ea	\$2,200.00	\$ -	\$ -
0027	4030005	Dr Structure Cover, Adj, Case 1	37.000	-7.000	30.000	Ea	\$400.00	\$ -	\$ (2,800.00)
0028	4030010	Dr Structure Cover, Type B	1.000	19.000	20.000	Ea	\$450.00	\$ 8,550.00	\$ -
0029	4030050	Dr Structure Cover, Type K	7.000	6.000	13.000	Ea	\$750.00	\$ 4,500.00	\$ -
0030	4030065	Dr Structure Cover, Type Q	3.000	0.000	3.000	Ea	\$440.00	\$ -	\$ -
0031	4030315	Dr Structure, Tap, 15 inch	2.000	-1.000	1.000	Ea	\$550.00	\$ -	\$ (550.00)
0032	4037050	Catch Basin, 48 inch dia	7.000	2.000	9.000	Ea	\$1,800.00	\$ 3,600.00	\$ -
0033	4037050	Storm Manhole, 48 inch dia	1.000	1.000	2.000	Ea	\$2,550.00	\$ 2,550.00	\$ -
0034	4037050	Dr Structure, Temp Lowering, Modified	35.000	-21.000	14.000	Ea	\$150.00	\$ -	\$ (3,150.00)
0035	5010033	HMA, 13A	1,579.000	301.140	1,880.140	Ton	\$68.00	\$ 20,477.52	\$ -
0036	8010005	Driveway, Nonreinf Conc, 6 inch	379.000	75.331	454.331	Syd	\$35.65	\$ 2,685.55	\$ -
0037	8020038	Curb and Gutter, Conc, Det F4	4,390.000	466.600	4,856.600	Ft	\$17.00	\$ 7,932.20	\$ -
0038	8037001	Detectable Warning Surface, Modified	114.000	132.900	246.900	Ft	\$37.50	\$ 4,983.75	\$ -
0039	8037010	Sidewalk Ramp, Conc, 6 inch, Modified	956.000	753.850	1,709.850	Sft	\$6.85	\$ 5,163.87	\$ -
0040	8037010	Sidewalk, Conc, 4 inch, Modified	5,151.000	6,420.170	11,571.170	Sft	\$3.90	\$ 25,038.66	\$ -
0041	8037010	Sidewalk, Conc, 6 inch, Modified	1,481.000	777.865	2,258.865	Sft	\$4.75	\$ 3,694.86	\$ -
0042	8120022	Barricade, Type III, High Intensity, Lighted, Furn	24.000	2.000	26.000	Ea	\$100.00	\$ 200.00	\$ -
0043	8120023	Barricade, Type III, High Intensity, Lighted, Oper	24.000	-2.000	22.000	Ea	\$7.00	\$ -	\$ (14.00)
0044	8120100	Dust Palliative, Applied	4.000	-4.000	0.000	Ton	\$50.00	\$ -	\$ (200.00)
0045	8120170	Minor Traf Devices	1.000	0.000	1.000	LS	\$5,000.00	\$ -	\$ -
0046	8120221	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	110.750	-110.750	0.000	Ft	\$5.00	\$ -	\$ (553.75)
0047	8120241	Pavt Mrkg, Type R, 4 inch, Yellow, Temp	110.750	0.000	110.750	Ft	\$5.00	\$ -	\$ -
0048	8120250	Plastic Drum, High Intensity, Furn	125.000	30.000	155.000	Ea	\$25.00	\$ 750.00	\$ -
0049	8120251	Plastic Drum, High Intensity, Oper	125.000	30.000	155.000	Ea	\$1.50	\$ 45.00	\$ -
0050	8120370	Traffic Regulator Control	1.000	0.000	1.000	LS	\$2,500.00	\$ -	\$ -
0051	8127010	Sign, Type B, Temp, Prismatic, Furn, Modified	832.000	39.000	871.000	Sft	\$4.00	\$ 156.00	\$ -
0052	8127010	Sign, Type B, Temp, Prismatic, Oper, Modified	832.000	39.000	871.000	Sft	\$0.10	\$ 3.90	\$ -
0053	8127010	Sign, Type B, Temp, Prismatic, Special, Furn, Modified	292.500	141.000	433.500	Sft	\$0.10	\$ 14.10	\$ -
0054	8127010	Sign, Type B, Temp, Prismatic, Special, Oper, Modified	292.500	141.000	433.500	Sft	\$4.20	\$ 592.20	\$ -
0055	8160062	Topsoil Surface, Furn, 4 inch	2,660.000	894.470	3,554.470	Syd	\$4.25	\$ 3,801.50	\$ -

**2015 CDBG LOCAL STREET RECONSTRUCTION ON HAMILTON & VANBUREN**

**INTERIM BALANCING CHANGE ORDER NUMBER 1**

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

Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Revised Contract Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0056	8167011	Hydroseeding/Hydromulching	2,660.000	894.470	3,554.470	Syd	\$2.50	\$ 2,236.18	\$ -
0057	8237001	Water Main, 8 inch	2,100.000	-49.330	2,050.670	Ft	\$95.00	\$ -	\$ (4,686.35)
0058	8237001	Water Main, 12 inch	99.000	0.000	99.000	Ft	\$125.00	\$ -	\$ -
0059	8237001	Water Main Backfill, Class II	2,199.000	-64.480	2,134.520	Ft	\$22.50	\$ -	\$ (1,450.80)
0060	8237050	Gate Valve and Box, 8 inch, Modified	10.000	0.000	10.000	Ea	\$1,435.00	\$ -	\$ -
0061	8237050	Gate Valve and Box, 12 inch, Modified	2.000	0.000	2.000	Ea	\$2,400.00	\$ -	\$ -
0062	8237050	Hydrant, Rem, Modified	5.000	0.000	5.000	Ea	\$500.00	\$ -	\$ -
0063	8237050	Water Serv, 1 inch	28.000	0.000	28.000	Ea	\$800.00	\$ -	\$ -
0064	8237050	Water Serv, Long, 1 inch	20.000	2.000	22.000	Ea	\$1,380.00	\$ 2,760.00	\$ -
0065	8237050	Hydrant Assembly	8.000	0.000	8.000	Ea	\$4,455.00	\$ -	\$ -
0066	8237050	Water Main, Connect New 8 inch to Existing 8 inch	3.000	1.000	4.000	Ea	\$1,550.00	\$ 1,550.00	\$ -
0067	8237050	Water Main, Connect New 12 inch to Existing 12 inch	2.000	0.000	2.000	Ea	\$2,200.00	\$ -	\$ -
0068	8237050	Water Main Fittings	40.000	11.000	51.000	Ea	\$575.00	\$ 6,325.00	\$ -
0069	8237050	Water Main, 8 inch, Cut and Plug, Modified	3.000	0.000	3.000	Ea	\$1,000.00	\$ -	\$ -
0070	8237050	Water Main, 12 inch, Cut and Plug, Modified	2.000	0.000	2.000	Ea	\$1,200.00	\$ -	\$ -
0071	8237050	Water Structure, Abandon	9.000	-2.000	7.000	Ea	\$500.00	\$ -	\$ (1,000.00)
0072	8237050	Water Main, Connect New 8 inch to Existing 6 inch	1.000	0.000	1.000	Ea	\$1,200.00	\$ -	\$ -
0073	8237050	Water Main, Connect New 8 inch to Existing 4 inch	1.000	0.000	1.000	Ea	\$1,200.00	\$ -	\$ -
0074	2020003	Tree, Rem, 37 inch or Larger	0.000	1.000	1.000	Ea	\$3,200.00	\$ 3,200.00	\$ -
0075	8237001	Water Main, 4 inch	0.000	181.130	181.130	Ft	\$235.89	\$ 42,726.76	\$ -
0076	8237050	Gate Valve and Box, 4 inch, Modified	0.000	4.000	4.000	Ea	\$950.00	\$ 3,800.00	\$ -
0077	4021231	Sewer Bulkhead, 15 inch	0.000	0.000	0.000	Ea	\$0.00	\$ -	\$ -
0078	4030312	Dr Structure, Tap, 12 inch	0.000	6.000	6.000	Ea	\$341.43	\$ 2,048.58	\$ -
0079	2020006	Stump, Rem, 19 inch to 36 inch	0.000	1.000	1.000	Ea	\$450.00	\$ 450.00	\$ -
0080	4021201	Sewer Tap, 6 inch	0.000	0.000	0.000	Ea	\$0.00	\$ -	\$ -
0081	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	0.000	25.000	25.000	Sft	\$6.27	\$ 156.75	\$ -
0082	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	0.000	25.000	25.000	Sft	\$0.29	\$ 7.25	\$ -
0083	8237001	Water Main, 6 inch	0.000	26.000	26.000	Ft	\$135.00	\$ 3,510.00	\$ -
0084	4030318	Dr Structure, Tap, 18 inch	0.000	1.000	1.000	Ea	\$650.00	\$ 650.00	\$ -
0085	6030005	Cement	0.000	0.705	0.705	Ton	\$33.71	\$ 23.77	\$ -
0086	8160027	Mulch Blanket	0.000	0.000	0.000	Syd	\$0.00	\$ -	\$ -
0087	7047050	Sewer Repair	0.000	6.000	6.000	Ea	\$871.16	\$ 5,226.96	\$ -
0088	2027050	Water Serv, 1-1/2 inch	0.000	1.000	1.000	Ea	\$900.00	\$ 900.00	\$ -
0089	2027050	Water Serv, 2 inch	0.000	1.000	1.000	Ea	\$1,100.00	\$ 1,100.00	\$ -
0090	2027050	Water Main, 6 inch, Cut and Plug, Modified	0.000	1.000	1.000	Ea	\$1,000.00	\$ 1,000.00	\$ -
0091	2027050	Water Main, 4 inch, Cut and Plug, Modified	0.000	1.000	1.000	Ea	\$1,000.00	\$ 1,000.00	\$ -
0092	4047001	Sanitary Sewer, Service Connection	0.000	15.000	15.000	Ft	\$244.11	\$ 3,661.65	\$ -
0093	2027050	Sewer Tap, 12 inch	0.000	4.000	4.000	Ea	\$350.00	\$ 1,400.00	\$ -
0094	8507011	Aggregate Base, Extended Depth for Conduit Cro	0.000	410.000	410.000	Syd	\$6.50	\$ 2,665.00	\$ -
0095	2027050	Catch Basin, 24 inch dia	0.000	1.000	1.000	Ea	\$750.00	\$ 750.00	\$ -

Total: \$ 197,993.95 \$ (69,710.47)

Net Change: \$ 128,283.48

Current Contract Amount: \$ 1,278,902.05

Revised Contract Amount: \$ 1,407,185.53

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** **Interim Balancing Change Order 5 for 2015 Parking Lot Construction Contract**

---

**Recommendation:**

To approve Interim Balancing Change Order 5 to the contract with Bailey Excavating, Inc. for Parking Lot Construction in the increased amount of \$112,796.44 to balance contract quantities for various original 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 5 for the 2015 parking lot construction project.

I recommend approval of Interim Balancing Change Order 5. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** February 23, 2016

**RECOMMENDATION:** Approve Interim Balancing Change Order 5 to the contract with Bailey Excavating, Inc. for Parking Lot Construction in the increased amount of \$112,796.44 to balance contract quantities for various original items that are substantially complete to match quantities placed in the field, to add items that were necessary to complete the work in the field and authorize the City Manager and City Engineer to execute the appropriate document.

### SUMMARY

The attached Interim Balancing Change Order 5 is to balance the contract quantities for various original items that are substantially complete to match quantities placed in the field and to add items that were necessary to complete the work in the field.

### BUDGETARY CONSIDERATIONS

This change order represents an increase of \$112,796.44, bringing the current contract amount to \$1,404,518.86.

### HISTORY, BACKGROUND and DISCUSSION

On May 26, 2015, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$1,185,484.10. This contract is for a project that consists of four parts: building the parking lot on the north side of Pearl Street, streetscape and on-street parking on Pearl Street from Blackstone Street to Jackson Street and repaving Lot 14 and the County Building parking lot.

City Council approved Change Order 1 in the decreased amount of \$158,683.35 to reduce authorized quantities for various landscaping items. Change Order 2, in the increased amount of \$45,480.67, balanced quantities and added items for work completed to date. Change Order 3, in the increased amount of \$194,655.00, added work to remove the remaining old pavement in the block surrounding the new Pearl Street parking lot and to establish turf in its place. Change Order 4, in the increased amount of \$24,786.00, added work to remove and replace the concrete pavement within the alley immediately west of the County Building parking lot. The current contract amount is \$1,291,722.42.

### DISCUSSION OF THE ISSUE

In late fall 2015, work on 2015 Parking Lot Construction contract was substantially completed and the impacted parking lots and streets were opened for use. There are work items remaining to be completed in the spring of 2016. Primarily, these include landscaping and restoration items at the parking lot on the north side of Pearl between Blackstone and Jackson.

As the majority of work is complete, the attached Interim Balancing Change Order has been prepared to align contract quantities with quantities placed in the field. As demonstrated on the attached table, the quantities placed from some items are less than the contract quantity while others are in excess. The quantities included in the original contract

and previous change orders were pre-construction estimates for bidding purposes. Now that work is substantially complete in the field, contract quantities must be changed from what was originally estimated to what was actually placed in the field. If the Balancing Change Order is approved, the contract will then be paid for those placed quantities that exceeded bid amounts.

Balancing change orders of this nature are always prepared after all work is completed in the field. In this case, because work on this contract will span two calendar years, the contractor has requested an interim balancing change order be prepared now so that payment can be made for those items that have been completed to date and exceeded the current contract amount. This request is not unusual as the contractor has employees, overhead, subcontractors and material suppliers to pay for work completed to date.

## POSITIONS

I request approval of Balancing Change Order 5 and authorization for the City Manager and the City Engineer to sign the document.

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## ATTACHMENTS

**INTERIM BALANCING CHANGE ORDER NO. 5**  
**To Contract for**  
**2015 Parking Lot Construction**  
**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.

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$ 1,185,484.10</b>
<b>APPROVED CHANGE ORDER NO. 1</b>	<b>(\$ 158,683.35)</b>
<b>APPROVED CHANGE ORDER NO. 2</b>	<b>\$ 45,480.67</b>
<b>APPROVED CHANGE ORDER NO. 3</b>	<b>\$ 194,655.00</b>
<b>APPROVED CHANGE ORDER NO. 4</b>	<b>\$ 24,786.00</b>
<b>CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3</b>	<b>\$ 1,291,722.42</b>
<b>INTERIM BALANCING CHANGE ORDER NO. 5</b>	<b>\$ 112,796.44</b>

Details of changes shown on the attached sheets

**NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 5**                      **\$ 1,404,518.86**

**REASON FOR CHANGE:**

To balance the contract quantities for various original items that are substantially complete to match quantities placed in the field and to add items that were necessary to complete the work in the field.

**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

**2015 PARKING LOT IMPROVEMENTS CONTRACT**  
**INTERIM BALANCING CHANGE ORDER NUMBER 5**

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	Revised Contract Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1500001	Mobilization, Max. ____	1.000	0.000	1.000	LS	\$65,000.00	\$ -	\$ -
0002	2020004	Tree, Rem, 6 inch to 18 inch	5.000	0.000	5.000	Ea	\$800.00	\$ -	\$ -
0003	2030011	Dr Structure, Rem	7.000	-1.000	6.000	Ea	\$500.00	\$ -	\$ (500.00)
0004	2030015	Sewer, Rem, Less than 24 inch	155.000	-24.000	131.000	Ft	\$22.00	\$ -	\$ (528.00)
0005	2040020	Curb and Gutter, Rem	1,724.000	23.900	1,747.900	Ft	\$8.00	\$ 191.20	\$ -
0006	2040035	Guardrail, Rem	393.000	-36.400	356.600	Ft	\$10.00	\$ -	\$ (364.00)
0007	2040050	Pavt, Rem	4,533.000	-98.032	4,434.968	Syd	\$11.50	\$ -	\$ (1,127.37)
0008	2040070	Utility Pole, Rem	7.000	-1.000	6.000	Ea	\$1,000.00	\$ -	\$ (1,000.00)
0009	2047051	Audio-Visual Filming	1.000	0.000	1.000	LS	\$3,500.00	\$ -	\$ -
0010	2050016	Excavation, Earth	1,980.000	-893.767	1,086.233	Cyd	\$15.00	\$ -	\$ (13,406.51)
0011	2050031	Non Haz Contam Mat'l Handling & Disp, LM	200.000	-200.000	0.000	Cyd	\$65.00	\$ -	\$ (13,000.00)
0012	2057021	Subgrade Undercutting, Modified	30.000	-23.333	6.667	Cyd	\$85.00	\$ -	\$ (1,983.31)
0013	2080024	Erosion Control, Inlet Protection, Sediment Trap	15.000	-9.000	6.000	Ea	\$150.00	\$ -	\$ (1,350.00)
0014	3010002	Subbase, CIP	537.000	0.260	537.260	Cyd	\$15.00	\$ 3.90	\$ -
0015	3020012	Aggregate Base, 5 inch	1,294.000	-1,072.838	221.162	Syd	\$4.80	\$ -	\$ (5,149.62)
0016	3020016	Aggregate Base, 6 inch	4,340.000	-108.702	4,231.298	Syd	\$5.65	\$ -	\$ (614.17)
0017	3020020	Aggregate Base, 8 inch	811.000	-58.910	752.090	Syd	\$7.55	\$ -	\$ (444.77)
0018	3050002	HMA Base Crushing and Shaping	5,255.000	-638.860	4,616.140	Syd	\$3.00	\$ -	\$ (1,916.58)
0019	3050015	Salv Crushed Material, LM	657.000	0.000	657.000	Cyd	\$15.00	\$ -	\$ -
0020	4020987	Sewer, CI IV, 12 inch, Tr Det B	458.000	29.310	487.310	Ft	\$60.00	\$ 1,758.60	\$ -
0021	4020989	Sewer, CI IV, 18 inch, Tr Det B	61.000	-61.000	0.000	Ft	\$65.00	\$ -	\$ (3,965.00)
0022	4030005	Dr Structure Cover, Adj, Case 1	35.000	-21.000	14.000	Ea	\$350.00	\$ -	\$ (7,350.00)
0023	4030010	Dr Structure Cover, Type B	2.000	10.000	12.000	Ea	\$450.00	\$ 4,500.00	\$ -
0024	4030050	Dr Structure Cover, Type K	16.000	-2.000	14.000	Ea	\$575.00	\$ -	\$ (1,150.00)
0025	4030200	Dr Structure, 24 inch dia	4.000	1.000	5.000	Ea	\$780.00	\$ 780.00	\$ -
0026	4030210	Dr Structure, 48 inch dia	18.000	-6.000	12.000	Ea	\$1,465.00	\$ -	\$ (8,790.00)
0027	4030312	Dr Structure, Tap, 12 inch	8.000	1.000	9.000	Ea	\$950.00	\$ 950.00	\$ -
0028	4030318	Dr Structure, Tap, 18 inch	1.000	0.000	1.000	Ea	\$450.00	\$ -	\$ -
0029	4030390	Dr Structure, Temp Lowering	30.000	-21.000	9.000	Ea	\$250.00	\$ -	\$ (5,250.00)
0030	4040041	Underdrain, Pipe, Open-Graded, 4 inch	74.000	6.000	80.000	Ft	\$18.00	\$ 108.00	\$ -
0031	4047001	4 inch Flexible Drain Pipe, Perf, Fabric Covered	0.000	0.000	0.000	Ft	\$8.00	\$ -	\$ -
0032	5010002	Cold Milling HMA Surface	2,546.000	-1,494.926	1,051.074	Syd	\$4.50	\$ -	\$ (6,727.17)
0033	5010033	HMA, 13A	1,491.000	143.020	1,634.020	Ton	\$78.00	\$ 11,155.56	\$ -
0034	6020019	Conc Base Cse, Nonreinf, 8 inch	407.000	140.742	547.742	Syd	\$35.20	\$ 4,954.12	\$ -
0035	6020104	Conc Pavt, Nonreinf, 8 inch	95.000	3.168	98.168	Syd	\$38.50	\$ 121.97	\$ -
0036	8010005	Driveway, Nonreinf Conc, 6 inch	328.000	489.766	817.766	Syd	\$37.40	\$ 18,317.25	\$ -
0037	8020038	Curb and Gutter, Conc, Det F4	4,879.000	879.900	5,758.900	Ft	\$15.40	\$ 13,550.46	\$ -
0038	8037001	Detectable Warning Surface, Modified	116.000	76.000	192.000	Ft	\$49.50	\$ 3,762.00	\$ -
0039	8037010	Sidewalk Ramp, Conc, 6 inch, Modified	1,313.000	-592.987	720.013	Sft	\$7.70	\$ -	\$ (4,566.00)
0040	8037010	Sidewalk, Conc, 4 inch, Modified	10,966.000	-153.991	10,812.009	Sft	\$3.60	\$ -	\$ (554.37)
0041	8037010	Sidewalk, Conc, 6 inch, Modified	4,320.000	140.676	4,460.676	Sft	\$4.00	\$ 562.70	\$ -
0042	8087001	Steel Fence, 36-inch High	0.000	0.000	0.000	Ft	\$37.05	\$ -	\$ -
0043	8087001	Steel Fence, 72-inch High	0.000	414.000	414.000	Ft	\$51.75	\$ 21,424.50	\$ -
0044	8087050	Bollard, Rem	6.000	2.000	8.000	Ea	\$250.00	\$ 500.00	\$ -
0045	8087050	Bollard, Removable	0.000	0.000	0.000	Ea	\$1,550.00	\$ -	\$ -
0046	8087050	Fence Pier, Brick	0.000	0.000	0.000	Ea	\$2,200.00	\$ -	\$ -
0047	8100404	Sign, Type IIIA	6.250	0.000	6.250	Sft	\$18.00	\$ -	\$ -
0048	8100405	Sign, Type IIIB	4.500	0.000	4.500	Sft	\$18.00	\$ -	\$ -
0049	8107050	Sign, Rem and Salv	19.000	0.000	19.000	Ea	\$50.00	\$ -	\$ -
0050	8107050	Sign, Rem and Salvage	19.000	-6.000	13.000	Ea	\$50.00	\$ -	\$ (300.00)

**2015 PARKING LOT IMPROVEMENTS CONTRACT**  
**INTERIM BALANCING CHANGE ORDER NUMBER 5**

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	Revised Contract Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0051	8110041	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	64.000	380.000	444.000	Ft	\$15.50	\$ 5,890.00	\$ -
0052	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	25.000	249.000	274.000	Ft	\$22.00	\$ 5,478.00	\$ -
0053	8110153	Pavt Mrkg, Spray Thermopl, 4 inch, White	4,112.000	3,816.000	7,928.000	Ft	\$1.60	\$ 6,105.60	\$ -
0054	8110154	Pavt Mrkg, Spray Thermopl, 4 inch, Yellow	1,375.000	4,968.000	6,343.000	Ft	\$0.70	\$ 3,477.60	\$ -
0055	8120350	Sign, Type B, Temp, Prismatic, Furn	250.000	0.000	250.000	Sft	\$3.30	\$ -	\$ -
0056	8120351	Sign, Type B, Temp, Prismatic, Oper	250.000	0.000	250.000	Sft	\$0.25	\$ -	\$ -
0057	8150001	Site Preparation, Max. ____	1.000	0.000	1.000	LS	\$7,000.00	\$ -	\$ -
0058	8157050	Accolade Elm, 3 Cal	6.000	0.000	6.000	Ea	\$400.00	\$ -	\$ -
0059	8157050	Anthony Waterer Spirea, 24 Ht	0.000	0.000	0.000	Ea	\$35.75	\$ -	\$ -
0060	8157050	Black Eye Susan, 1 Gal	263.000	0.000	263.000	Ea	\$12.50	\$ -	\$ -
0061	8157050	Black Flowered Fountain Grass, 1 Gal	151.000	0.000	151.000	Ea	\$13.50	\$ -	\$ -
0062	8157050	Chanticleer Pear, 3 Gal	10.000	0.000	10.000	Ea	\$330.00	\$ -	\$ -
0063	8157050	Dwarf Fountain Grass, 1 Gal	124.000	0.000	124.000	Ea	\$15.50	\$ -	\$ -
0064	8157050	Exclamation Planetree, 2.5 Cal	0.000	0.000	0.000	Ea	\$380.00	\$ -	\$ -
0065	8157050	Fragrant Sumac, 18 Ht	121.000	0.000	121.000	Ea	\$35.00	\$ -	\$ -
0066	8157050	Happy Returns Daylily, 1 Gal	268.000	0.000	268.000	Ea	\$12.50	\$ -	\$ -
0067	8157050	Ketler Juniper, 5 Ht	33.000	0.000	33.000	Ea	\$190.00	\$ -	\$ -
0068	8157050	Knockout Rose, 3 Gal	34.000	0.000	34.000	Ea	\$40.00	\$ -	\$ -
0069	8157050	Millennium Ornamental Chive, 1 Gal	168.000	0.000	168.000	Ea	\$18.00	\$ -	\$ -
0070	8157050	New Blue Tams Juniper	120.000	0.000	120.000	Ea	\$56.00	\$ -	\$ -
0071	8157050	Specimen Tree, 4-5 Gal	21.000	36.000	57.000	Ea	\$330.00	\$ 11,880.00	\$ -
0072	8157050	St John's Wort, 2 Gal	0.000	0.000	0.000	Ea	\$48.00	\$ -	\$ -
0073	8157050	Triumph Elm, 3 Cal	0.000	0.000	0.000	Ea	\$400.00	\$ -	\$ -
0074	8167011	Lawn, Seeded	12,205.000	3,639.000	15,844.000	Syd	\$2.00	\$ 7,278.00	\$ -
0075	8167011	Lawn, Sodded	946.000	0.000	946.000	Syd	\$11.00	\$ -	\$ -
0076	8167021	Mulch, Shredded Bark	120.000	34.000	154.000	Cyd	\$60.00	\$ 2,040.00	\$ -
0077	8167021	Plant Mix	340.000	0.000	340.000	Cyd	\$46.00	\$ -	\$ -
0078	8167021	Topsoil	1,382.000	390.270	1,772.270	Cyd	\$45.00	\$ 17,562.15	\$ -
0079	8197001	#12, THWN	330.000	-330.000	0.000	Ft	\$1.00	\$ -	\$ (330.00)
0080	8197001	#6, THWN	6,588.000	300.000	6,888.000	Ft	\$1.40	\$ 420.00	\$ -
0081	8197001	1-1/4 inch Conduit, Rigid Metal (RMC)	15.000	-15.000	0.000	Ft	\$19.75	\$ -	\$ (296.25)
0082	8197001	1-1/4 inch Conduit, Schedule 80	240.000	-89.000	151.000	Ft	\$9.50	\$ -	\$ (845.50)
0083	8197001	3 inch Conduit, Schedule 80	225.000	-38.000	187.000	Ft	\$11.25	\$ -	\$ (427.50)
0084	8197050	Decorative or Area Light Concrete Base	16.000	0.000	16.000	Ea	\$700.00	\$ -	\$ -
0085	8197050	Ground Rod	20.000	-2.000	18.000	Ea	\$85.00	\$ -	\$ (170.00)
0086	8197050	Hand Hole Assembly	18.000	0.000	18.000	Ea	\$570.00	\$ -	\$ -
0087	8197050	Service Cabinet SC-P (Panel, SPD, Encl)	1.000	0.000	1.000	Ea	\$14,435.00	\$ -	\$ -
0088	8197050	Type OA Luminaire Assembly	9.000	0.000	9.000	Ea	\$4,450.00	\$ -	\$ -
0089	8197050	Type OB Luminaire Assembly	1.000	0.000	1.000	Ea	\$2,870.00	\$ -	\$ -
0090	8197050	Type OC Luminaire Assembly	6.000	0.000	6.000	Ea	\$2,855.00	\$ -	\$ -
0091	8197051	Branch Circuit for Irrigation System, 12 0 Volt	1.000	0.000	1.000	LS	\$1,400.00	\$ -	\$ -
0092	8197051	Consumers Energy Fees	1.000	0.000	1.000	LS	\$1,000.00	\$ -	\$ -
0093	8197051	Irrigation	0.000	0.000	0.000	LS	\$35,000.00	\$ -	\$ -
0094	8230096	Hydrant, Relocate, Case 2	1.000	0.000	1.000	Ea	\$3,500.00	\$ -	\$ -
0095	8237050	Water Serv, 1 inch	1.000	0.000	1.000	Ea	\$1,500.00	\$ -	\$ -
0096	8507051	Subsurface Stormwater Management System	1.000	0.000	1.000	LS	\$105,425.00	\$ -	\$ -
0097	8120012	Barricade, Type III, High Intensity, Double Sided, Lighte	10.000	0.000	10.000	Ea	\$95.00	\$ -	\$ -
0098	8120013	Barricade, Type III, High Intensity, Double Sided, Lighte	10.000	-2.000	8.000	Ea	\$4.50	\$ -	\$ (9.00)
0099	8120140	Lighted Arrow, Type C, Furn	1.000	-1.000	0.000	Ea	\$475.00	\$ -	\$ (475.00)
0100	8120141	Lighted Arrow, Type C, Oper	1.000	-1.000	0.000	Ea	\$25.00	\$ -	\$ (25.00)

**2015 PARKING LOT IMPROVEMENTS CONTRACT  
INTERIM BALANCING CHANGE ORDER NUMBER 5**

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	Revised Contract Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0101	8120250	Plastic Drum, High Intensity, Furn	75.000	0.000	75.000	Ea	\$19.00	\$ -	\$ -
0102	8120251	Plastic Drum, High Intensity, Oper	75.000	0.000	75.000	Ea	\$2.00	\$ -	\$ -
0104	2040045	Masonry and Conc Structure, Rem	148.000	68.286	216.286	Cyd	\$70.00	\$ 4,780.02	\$ -
0105	2057050	Sewer Bulkhead, 12 inch	5.000	1.000	6.000	Ea	\$250.00	\$ 250.00	\$ -
0106	2057050	Sewer Bulkhead, 6 inch	21.000	0.000	21.000	Ea	\$100.00	\$ -	\$ -
0107	4027001	Sewer, CI IV, 12 inch, Tr Det B, Modified	94.000	7.000	101.000	Ft	\$90.85	\$ 635.95	\$ -
0108	4030240	Dr Structure, Add Depth of 24 inch dia, 8 feet to 15 feet	1.000	0.800	1.800	Ft	\$108.57	\$ 86.86	\$ -
0110	8087001	Steel Fence, 36-inch High, Modified	446.000	0.000	446.000	Ft	\$43.90	\$ -	\$ -
0112	8197051	Irrigation, Modified	1.000	0.000	1.000	LS	\$38,300.00	\$ -	\$ -
0113	2040025	Fence, Rem	330.000	-97.800	232.200	Ft	\$4.00	\$ -	\$ (391.20)
0114	2047011	Pavement Removal & Site Grading	11,500.000	-356.972	11,143.028	Syd	\$9.25	\$ -	\$ (3,301.99)
0115	1027051	Mobilization, Ped Alley	1.000	0.000	1.000	LS	\$1,000.00	\$ -	\$ -
0116	2047011	Pavt, Rem, Ped Alley	310.000	0.000	310.000	Syd	\$23.00	\$ -	\$ -
0117	2057051	Site Grading, Ped Alley	1.000	0.000	1.000	LS	\$2,000.00	\$ -	\$ -
0118	5010025	Hand Patching	0.000	44.000	44.000	Ton	\$179.51	\$ 7,898.44	\$ -
0119	6030005	Cement	0.000	0.423	0.423	Ton	\$33.71	\$ 14.26	\$ -
0120	6030030	Lane Tie, Epoxy Anchored	0.000	54.000	54.000	Ea	\$7.00	\$ 378.00	\$ -
0121	7077050	Electrical Feeder Wire	0.000	1.000	1.000	Ea	\$5,985.00	\$ 5,985.00	\$ -
0122	7077050	Hand Hole, Modified	0.000	2.000	2.000	Ea	\$540.92	\$ 1,081.84	\$ -
0123	7077050	Painting of Globe Attachment Rings	0.000	1.000	1.000	LS	\$707.70	\$ 707.70	\$ -
0124	8107051	Steel Fence, Mobilization	0.000	1.000	1.000	LS	\$2,500.00	\$ 2,500.00	\$ -
0125	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	0.000	2.000	2.000	Ea	\$135.72	\$ 271.44	\$ -
0126	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Tn Ar Sym	0.000	2.000	2.000	Ea	\$136.11	\$ 272.22	\$ -
0127	8110076	Pavt Mrkg, Ovly Cold Plastic, Thu & Lt Tn Ar Sym	0.000	10.000	10.000	Ea	\$206.92	\$ 2,069.20	\$ -
0128	8110343	Pavt Mrkg, Sym, Rem	0.000	6.000	6.000	Sft	\$60.00	\$ 360.00	\$ -
0129	8117001	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Cross Walk	0.000	764.000	764.000	Ft	\$23.25	\$ 17,763.00	\$ -
0130	8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	0.000	2,578.000	2,578.000	Ft	\$2.61	\$ 6,728.58	\$ -
0131	8120220	Pavt Mrkg, Type NR, Paint, 4 inch, White, Temp	0.000	1,521.000	1,521.000	Ft	\$0.33	\$ 501.93	\$ -
0132	8120221	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	0.000	4,568.000	4,568.000	Ft	\$0.29	\$ 1,324.72	\$ -
0133	8160027	Mulch Blanket	0.000	2,410.600	2,410.600	Syd	\$1.13	\$ 2,723.98	\$ -

Total: \$ 199,104.75 \$ (86,308.31)

Net Change: \$ 112,796.44

Current Contract Amount: \$ 1,291,722.42

Revised Contract Amount: \$ 1,404,518.86

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** **Contract Amendment for Downtown Streets Rehabilitation Design and Construction Engineering Services**

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**Recommendation:**

Approval of a Contract Amendment for Streets Rehabilitation Design and Construction Engineering Services to Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, for \$107,310.44 for Jackson Street, Mechanic Street and Francis Street.

Attached is a report from Jon Dowling, City Engineer, regarding a contract amendment with HRC to provide design and construction engineering for downtown street projects for the upcoming construction season.

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

PHB

# DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** February 23, 2016

**RECOMMENDATION:** Approval of a Contract Amendment for Streets Rehabilitation Design and Construction Engineering to Hubbell, Roth & Clark, Inc. of Bloomfield Hills, MI, for \$107,310.44 for Jackson Street, Mechanic Street and Francis Street.

## SUMMARY

On February 9, 2016, City Council held a Public Hearing of Necessity for road work on Jackson Street, Mechanic Street and Francis Street, each from Washington Avenue to Louis Glick Highway. At the end of the public hearing, City Council ordered in the road work. Engineering needs a consultant to perform the design and construction engineering services for this project. Since the desire is to have the project completed this construction season, I requested Hubbell, Roth & Clark (HRC), of Bloomfield Hills, MI, to prepare an amendment to their existing contract for this work.

## BUDGETARY CONSIDERATIONS

HRC has provided the attached schedule of costs to provide the design and construction engineering services for this project at a total cost of \$107,310.44.

## HISTORY, BACKGROUND and DISCUSSION

Jackson Street was last milled and overlaid in 1996 and crack filled in 2002. Mechanic Street was last milled and overlaid in 1999 and crack filled in 2004. Francis Street was reconstructed in 2002 and crack filled in 2007. All three of these streets are in need of preventive maintenance to extend the life of the pavement.

## DISCUSSION OF THE ISSUE

Engineering proposes to mill and overlay each of these three streets and provide bump outs for parking at the appropriate intersections. To accomplish the design and construction engineering services, Engineering has requested HRC to prepare an amendment to their existing contract. The attached letter described their scope of services and cost for this project.

## POSITIONS

Engineering recommends approval of the contract amendment for Downtown Streets Rehabilitation to Hubbell, Roth & Clark in the amount of \$107,310.44.

---

ATTACHMENTS

**PRINCIPALS**

George E. Hubbell  
Thomas E. Biehl  
Keith D. McCormack  
Nancy M. D. Faught  
Daniel W. Mitchell  
Jesse B. VanDeCreek  
Roland N. Alix  
Michael C. MacDonald  
James F. Burton

**SENIOR ASSOCIATES**

Gary J. Tressel  
Randal L. Ford  
William R. Davis  
Dennis J. Benoît  
Robert F. DeFrain  
Thomas D. LaCross  
Albert P. Mickalich  
Timothy H. Sullivan

**ASSOCIATES**

Jonathan E. Booth  
Marvin A. Olane  
Marshall J. Grazioli  
Donna M. Martin  
Charles E. Hart  
Colleen L. Hill-Stramsak  
Bradley W. Shepler  
Karyn M. Stickel  
Jane M. Graham  
Thomas G. Maxwell

**HUBBELL, ROTH & CLARK, INC.**

OFFICE: 555 Hulet Drive  
Bloomfield Hills, MI 48302-0360  
MAILING: PO Box 824  
Bloomfield Hills, MI 48303-0824  
PHONE: 248.454.6300  
FAX: 248.454.6312  
WEBSITE: www.hrc-engr.com  
EMAIL: info@hrc-engr.com

February 15, 2016

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

Attn: Jon Dowling, City Engineer

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

HRC Job No. 20160139

Dear Mr. Dowling:

Per our conversation on February 12<sup>th</sup> regarding this amendment we understand the City is desirous to rehabilitate 3 streets in downtown. We understand the scope of work to include:

- Jackson Street
  - Mill and overlay from Washington Avenue to Louis Glick Highway
  - Remove curb radii and replace with bump-outs and ADA compliant sidewalk ramps at 10 locations in the same area.
- Mechanic Street
  - Mill and overlay from Washington Avenue to the south side of the bridge north of East Michigan Avenue
  - Remove curb radii and replace with bump-outs and ADA compliant sidewalk ramps at 8 locations in the same area
- Francis Street
  - Mill and overlay from Washington Avenue to Louis Glick Highway
  - Remove curb radii and replace with bump-outs and ADA compliant sidewalk ramps at 2 locations in the same area
  - Remove curb in front of the old Otsego Hotel and move curb further away from sidewalk. The building's current overhang is too close to curb and has been hit.
  - Remove curb and sidewalk ramps on east side across from East Michigan Avenue

All design is to be completed in such a way that the project is under construction by August 2016. The City is requesting that HRC perform all design and construction engineering services.

For the design HRC will:

- Gather topographic survey
- Develop preliminary and final design documents suitable for bidding through the City including:
  - Pedestrian detour route
  - 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 6 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

Jon Dowling  
February 15, 2016  
HRC Job Number 20160139  
Page 2 of 2

- 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 is currently managing the City's CDBG and parking lot project. The following schedule is required for this project to be under construction by August 2016:

- Award by the City – no later than March 4<sup>th</sup>
- Submit preliminary plans for review by April 22<sup>nd</sup>
- Receive comments from City by April 29<sup>th</sup>
- Final plan review submittal by May 25<sup>th</sup>
- Receive comments from City by June 1<sup>st</sup>
- Advertise June 8<sup>th</sup>
- Open bids on June 29<sup>th</sup>
- Council award July 12<sup>th</sup>

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 \$48,866
- Construction engineering \$58,444

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.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



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



Todd Sneathen, P.E.  
Senior Project Engineer

Attachment

pc: HRC; File

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



Hubbell, Roth & Clark, Inc.  
February 16, 2016

	Principal - Faught \$50.00	Project Manager - Sneathen \$49.00	Project Engineer \$33.00	Grad Eng I \$26.00	Sr. CAD Tech \$32.80	Survey Manager \$42.00	Senior Party Chief \$35.00	Instrument Person \$24.00	Survey Office Supervisor \$40.50	CE Manager \$36.00	Sr. Construction Observer \$30.00	Support Staff \$21.00	TOTAL HRS
SUBTASKS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
<b>Design Engineering</b>													
Topographic Survey		1			16	3	60		20				100
Kick-off Meeting and Site Visit		3	3										6
Confirming Cost Estimate		1	4										5
Preliminary Design		6	38	106	76								226
Specs. & Consturction Cost Estimate		2	16	10									28
City Review/Progress Meetings		12	12										24
Final Plans/Specifications for Bidding		4	10	50	42							4	110
QA/QC - Plan Review	8												
Bidding Assistance		4	4		4								12
Sub-Total Direct Labor Hours	8	33	87	166	138	3	60		20			4	519
Sub-Total Direct Labor Cost	\$400.00	\$1,617.00	\$2,871.00	\$4,316.00	\$4,526.40	\$126.00	\$2,100.00		\$810.00			\$84.00	\$ 16,850.40

<b>Construction Engineering</b>													
Management and Administration	2	10	10	4	4					40			70
Construction Layout					6	3	50	20	10				
Field Observation											280	30	310
Project Closeout		4	15		24					2	30	20	95
Sub-Total Direct Labor Hours	2	14	25	4	34	3	50	20	10	42	310	50	564
Sub-Total Direct Labor Cost	\$100.00	\$686.00	\$825.00	\$104.00	\$1,115.20	\$126.00	\$1,750.00	\$480.00	\$405.00	\$1,512.00	\$9,300.00	\$1,050.00	\$ 17,453.20

<b>Overtime for Construction Engineering</b>													
Overtime Rate											\$45.00		
Overtime Hours											60		60
Sub-Total Direct Labor Cost (OT Rates)											\$2,700.00		\$2,700.00

<b>Sub-Total Direct Labor (Hours)</b>	10	47	112	170	172	6	110	20	30	42	370	54	1,143
Sub-Total Direct Labor	\$500.00	\$2,303.00	\$3,696.00	\$4,420.00	\$5,641.60	\$252.00	\$3,850.00	\$480.00	\$1,215.00	\$1,512.00	\$12,000.00	\$1,134.00	

Total Direct Labor Costs	\$37,003.60
<b>Total Cost at 2.9 Multiplier</b>	<b>\$ 107,310.44</b>

Total Design Cost	\$ 48,866.16
Total Construction Engineering Cost	\$ 58,444.28

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Bethany Smith, City Attorney  
**DATE:** February 23, 2016  
**SUBJECT:** Donation Boxes

---

**Recommendation:** Approve revisions to Section 16-403 of the City of Jackson Code of Ordinances regulating donation boxes.

Attached is a Departmental Report and a Memorandum from the City Attorney's Office regarding revisions to Section 16-403 of the Code of Ordinances to regulate donation boxes.

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

BMS

Attachments

## DEPARTMENTAL REPORT

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Bethany M. Smith, City Attorney

**DATE:** February 23, 2016

**RECOMMENDATION:** Approve revisions to Section 16-403 of the City of Jackson Code of Ordinances regulating donation boxes.

---

### SUMMARY

The recommended action is approval of an ordinance revising Section 16-403. This section regulates donation boxes in the City.

### BUDGETARY CONSIDERATIONS

The ordinance would allow additional donation boxes in the City. This would increase the amount of license fees collected, however the amount of staff time expended to cite noncompliant donation boxes could outweigh any fees paid for licenses.

### HISTORY, BACKGROUND and DISCUSSION

Donation boxes were first regulated by the City with the passage of Ordinance No. 2013-18 which is the existing ordinance. The existing ordinance only permits donation boxes which were used by a duly registered nonprofit corporation. Since that time, the United States Supreme Court has recognized charitable solicitation through the use of donation boxes as protected method of free speech.

### DISCUSSION OF THE ISSUE

The classes of charities that are permitted to exercise first amendment charitable solicitation through the use of donation boxes should be expanded to include professional solicitors. Many donation boxes are not managed by the charity itself but by one of the professional solicitation companies. A professional solicitor would need to be licensed by the State of Michigan under the Charitable Organizations and Solicitors Act, PA 169 of 1975.

## POSITION

The City Attorney's Office recommends that professional solicitors also be permitted to operate donation boxes. A professional solicitor would need to be licensed by the State of Michigan under the Charitable Organizations and Solicitors Act, PA 169 of 1975

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ATTACHMENTS:   Cover memorandum  
                      Blacklined ordinance  
                      Clean copy of ordinance

**CITY COUNCIL MEETING**  
February 23, 2016

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

**FROM:** Bethany M. Smith, City Attorney

**SUBJECT:** Donation Boxes

---

**RECOMMENDATION:** **Approve Revisions to Section 16-403 of the City of Jackson Code of Ordinances Regulating Donation Boxes.**

Attached please find a clean and a black lined version of Section 16-403 of the City of Jackson Code of Ordinances. This section regulates donation boxes. A donation box is the type of metal receptacle typically found in parking lots at which individuals donate used items of clothing or other household articles. Currently, only registered nonprofit organizations were permitted to place 2 donation boxes in the City. The revisions to Section 16-403 would also permit a professional solicitor who is licensed by the State of Michigan under the Charitable Organizations and Solicitors Act, Public Act 169 of 1975, to place donation boxes at certain properties in the City. A professional solicitor typically handles charitable solicitation for a charitable organization.

Other revisions to Section 16-403 include:

1. Requiring the donation box's appearance to be maintained;
2. Requiring a donation box to be repaired or replaced within 24 hours;
3. Requiring the donation box owner to give a key to unlock the donation box to the property owner upon which the donation box is placed; and
4. Requiring that a toll free phone number to be placed on the outside of the box that is answered by a live person 24 hours a day.

The recommended action is to approve the Ordinance revising Section 16-403 of the City of Jackson Code of Ordinances.

cc: Patrick H. Burtch, City Manager  
Jennifer Morris, Director of NEO

ORDINANCE 2016 - \_\_\_\_\_

An Ordinance amending Section 16-403 of Article IX, Chapter 16 of the City of Jackson Code of Ordinances to add provisions regarding the location, appearance, and licensing of donation boxes for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose

The City Council adopts this ordinance to add provisions regarding the location, appearance, and licensing of donation boxes for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Section 2. That Section 16-403 of Article IX, Chapter 16 of the City of Jackson, Michigan Code of Ordinances be amended to read as follows:

Sec. 16-403. Donation boxes.

Donation boxes are permitted only on nonresidential property, with the exception of the central commercial district, in accordance with the following:

- (1) Premises are permitted to have up to two (2) donation boxes.
- (2) The donation box or boxes are not permitted in the front yard and must be appropriately located so as not to interfere with sight triangles, on-site circulation, required setbacks, landscaping, parking, and any other standards contained in this chapter.
- (3) The donation box or boxes must be made of steel or aluminum, be a neutral or earth tone color and must be located against the building which is the primary use on the property, and the appearance of the box must be maintained, including fresh paint, readable signage, and general upkeep.
- (4) The donation box or boxes must be of the type that are enclosed by use of a receiving door and locked so that the contents of the donation box or boxes cannot be accessed by anyone other than those responsible for the retrieval of the contents.
- (5) Each donation box cannot cover a ground surface area in excess of five (5) feet by five (5) feet, nor be more than six (6) feet six (6) inches in height. Groupings of up to two (2) donation boxes cannot cover a ground surface area in excess of five (5) feet by ten (10) feet.

- (6) Each donation box must be regularly emptied of its contents so that it does not overflow, resulting in used articles being strewn about the surrounding area. Violators will be fined in accordance with chapter 12 of this Code.
- (7) The donation box must be repaired, replaced, or removed within twenty-four (24) hours after the donation box operator receives notification from the City of Jackson that the donation box has been damaged.
- (8) A license for a donation box or boxes, and the associated fee set by resolution of city council, is required. The permit shall be issued by the city clerk, but can only be granted when it is determined by the zoning administrator (or designee) that:
  - (a) The donation box or boxes are for use by a duly registered nonprofit organization, or a professional fundraiser licensed by the State of Michigan under the Charitable Organizations and Solicitors Act, PA 169 of 1975 (MCL 400.287 (hereinafter “professional fundraiser”);
  - (b) The proper types of donation box or boxes are being used as described by this section;
  - (c) The donation box or boxes are being placed in a proper location as described by this section, as indicated on the plot site plan (PSP) required by chapter 28 of this Code;
  - (d) A letter of authority/permission from the owner of the property upon which the donation boxes are to be and/or are already located has been submitted to the zoning administrator (or designee) stating that the owner of the property consents to placement of the donation box and that the owner of the property has been given a key to unlock the donation box in emergencies;
  - (e) The name, address and phone number of the nonprofit organization or professional fundraiser licensed displayed on each donation box; and
  - (f) A toll free number is prominently displayed on the front of the donation box, and the number is answered twenty-four (24) hours per day by a live person who can assist in emergency situations.
- (8) The permit issued by the city must be displayed on the front of each donation box.
- (9) If any donation box or boxes are placed without a permit or an inspection reveals that such donation box or boxes are not in compliance with this section, enforcement action will be taken in accordance with chapter 12 of this Code.

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

ORDINANCE 2016 - \_\_\_\_\_

An Ordinance amending Section 16-403 of Article IX, Chapter 16 of the City of Jackson Code of Ordinances to add provisions regarding the location, appearance, and licensing of donation boxes for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose

The City Council adopts this ordinance to add provisions regarding the location, appearance, and licensing of donation boxes for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Section 2. That Section 16-403 of Article IX, Chapter 16 of the City of Jackson, Michigan Code of Ordinances be amended to read as follows:

Sec. 16-403. Donation boxes.

Donation boxes are permitted only on nonresidential property, with the exception of prohibited in the city with the exception of registered nonprofit organizations on nonresidential property located outside of the central commercial district, —in accordance with the following:

- (1) Nonresidential premises devoted to nonprofit purposes, including churches, temples, and similar places of worship, are permitted to have up to two (2) donation boxes.
- (2) The donation box or boxes are not permitted in the front yard and must be appropriately located so as not to interfere with sight triangles, on-site circulation, required setbacks, landscaping, parking, and any other standards contained in this chapter.
- (3) The donation box or boxes must be made of steel or aluminum, be a neutral or earth tone color and must be located against the building which is the primary use on the property, and the appearance of the box must be maintained, including fresh paint, readable signage, and general upkeep.
- (4) The donation box or boxes must be of the type that are enclosed by use of a receiving door and locked so that the contents of the donation box or boxes cannot be accessed by anyone other than those responsible for the retrieval of the contents.
- (5) Each donation box cannot cover a ground surface area in excess of five (5) feet by five (5) feet, nor be more than six (6) feet six (6) inches in height. Groupings of up to two (2) donation boxes cannot cover a ground surface area in excess of five (5) feet by ten (10) feet.

- (6) Each donation box must be regularly emptied of its contents so that it does not overflow, resulting in used ~~articles~~~~clothing~~ being strewn about the surrounding area. Violators will be fined in accordance with chapter 12 of this Code.
- (7) The donation box must be repaired, replaced, or removed within twenty-four (24) hours after the donation box operator receives notification from the City of Jackson that the donation box has been damaged.
- ~~(78)~~ A license for a donation box or boxes, ~~and~~ the associated fee set by resolution of city council, is required. The permit shall be issued by the city ~~clerk~~~~(or designee)~~, but can only be granted when it is determined by the zoning administrator (or designee) that:
- (a) The donation box or boxes are for use by a duly registered nonprofit organization, or a professional fundraiser licensed by the State of Michigan under the Charitable Organizations and Solicitors Act, PA 169 of 1975 (MCL 400.287 (hereinafter “professional fundraiser”));
  - (b) The proper types of donation box or boxes are being used as described by this section;
  - (c) The donation box or boxes are being placed in a proper location as described by this section, as indicated on the plot site plan (PSP) required by chapter 28 of this Code;
  - (d) A letter of authority/permission from the owner of the property upon which the donation boxes are to be and/or are already located has been submitted to the zoning administrator (or designee) stating that the owner of the property consents to placement of the donation box and that the owner of the property has been given a key to unlock the donation box in emergencies; ~~and~~
  - (e) The name, address and phone number of the nonprofit organization or professional fundraiser licensed ~~church~~ displayed on each donation box; and
  - (f) A toll free number is prominently displayed on the front of the donation box, and the number is answered twenty-four (24) hours per day by a live person who can assist in emergency situations.
- (8) The permit issued by the city must be displayed on the front of each donation box.
- (9) If any donation box or boxes are placed without a permit or an inspection reveals that such donation box or boxes are not in compliance with this section, enforcement action will be taken in accordance with chapter 12 of this Code.

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 *PHB*  
**DATE:** February 23, 2016  
**SUBJECT:** Ordinance Amendment – Public Arts Commission (First Reading)

---

**Recommendation:**

Consider an ordinance amending Chapter 2, Article 2, Division 9, City Code, to change the date that the Public Arts Commission must submit to the City Council a plan detailing potential projects and desirable goals to be pursued in the next fiscal year.

In an effort to submit a plan detailing potential projects and desirable goals in a timely manner, the Public Arts Commission met and agreed to amend the Public Arts Ordinance reflecting this change. Also, the language creating the composition of the board was slightly amended allowing the Mayor to serve if he so wishes.

I recommend approval of these proposed amendments. Your consideration and concurrence is appreciated.

PHB

ORDINANCE 2016 - \_\_\_\_\_

An Ordinance amending Chapter 2, Article 2, Division 9, of the City of Jackson Code of Ordinances to change the date that the public arts commission must submit to the City Council a plan detailing potential projects and desirable goals to be pursued in the next fiscal year, for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to change the date that the public arts commission must submit to the City Council a plan detailing potential projects and desirable goals to be pursued in the next fiscal year, for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Section 2.

That Chapter 2, Article 2, Division 9 shall read as follows:

DIVISION 9. - PUBLIC ARTS COMMISSION

Sec. 2-351. - Title.

This division shall be known as the public arts commission.

Sec. 2-352. - Intent and purpose.

The State of Michigan has recognized, through the enactment of the Faxon-McNamee Art in Public Places Act (MCL 18.71 et seq.), the importance of promoting art in government facilities and public spaces. City council has determined that the creation of public art will improve the aesthetic quality of our public spaces and structures, provide cultural and recreational opportunities, contribute to the local heritage, stimulate economic activity and promote the general welfare of the community. City council recognizes the role that government can play and the support that it can offer to foster the development of culture and the arts.

Funding for public art may come from private donations of cash or collateral (specific objects of art), crowd-funding, as part of a capital improvement project, or other funds that city council may appropriate.

Sec. 2-353. - Definitions.

The following words are defined for purposes of this chapter:

Architectural enhancement means the skilled application of artistic elements to the physical embellishment of the publicly visible features of a public project, which may include the placement of works of art, or specially designed plazas, atriums, or other public spaces.

Arts commission means the City of Jackson Public Arts Commission.

Capital improvement project means any construction or renovation of any public space or facility. Capital improvement projects may include, but are not limited to gateway and signature streets, street vistas, street medians, sidewalks and sidewalk ramps, street furniture, street lights, manhole covers, tree grates, fence railings, paving, water features, bridges, overpasses, parks, squares, plazas, parking structures, signs, and public buildings and building lobbies.

Crowdfunding means a form of fundraising for a specific purpose, using media as a means of reaching prospective donors, and using those donations to provide some or all of the funds to design, build and maintain public art.

Enhanced project means a capital improvement project that includes public art.

Public art means both temporary and permanent works of art created, purchased, donated, produced or otherwise acquired for display in places accessible to the general public, visually and/or physically. Public art means works of art purchased through the public art fund that are located in highly visibly public areas or private property areas that are highly visible from public areas. These are:

- (1) Outdoor areas on public or private property that are highly visible from public areas.
- (2) Interior areas that are highly traveled public areas in public or private buildings. Specifically excluded are interior areas not accessible to the general public (e.g., offices, work stations, cafeterias).
- (3) Interior and exterior wall surfaces on or in public or private buildings when the work of art is attached to the wall surface, such as a mosaic or mural and the wall surface is visible from an area that is highly traveled by the public.

Public art fund means those monies appropriated by city council pursuant to this division, plus any other funds received by the city specifically designated to be used for the purchase of public art.

#### Sec. 2-354. - Composition.

- (a) The arts commission shall consist of five (5) members nominated by the mayor and approved by city council, who shall be residents of the city. Members shall serve for 3-year terms. In making appointments of members of the arts commission, the mayor shall recommend, and city council shall appoint, persons who, insofar as possible, have experience and/or an interest in the placement, creation, or design of public art.
- (b) The terms of office of the first arts commission members appointed hereunder shall be fixed by the mayor and city council so that the terms of two (2) member will be for one (1) year, two (2) members will be for two (2) years, and one (1) will be for three (3) years. After the initial commission is formed, all members thereafter will be appointed for 3-year terms.
- (c) The arts commission may appoint up to three (3) appointed ex-officio members to the arts commission for 3-year terms. These ex-officio members shall be experienced and/or have

interest in the placement, creation, or design of public art, and can serve as resource persons and/or serve on committees. The arts commission shall have the following three (3) statutory ex-officio members:

- (1) The city manager or her/his designee shall be an ex-officio member of the commission and provide adequate support staffing to the commission.
  - (2) One (1) ~~city council member~~ member of the City Council shall be an ex-officio member of the arts commission, who shall be appointed to said body in accordance with policies established by the mayor and city council.
  - (3) One (1) representative of Ella Sharp Museum of Art and History shall be an ex-officio member of the arts commission, who shall be appointed to said body in accordance with policies established by the mayor and city council.
- (d) The terms of office of the three appointed ex-officio members first appointed hereunder shall be fixed by the mayor and city council so that the terms of one (1) member will be for one (1) year, one (1) members will be for two (2) years, and one (1) will be for three (3) years. After the initial ex-officios are appointed, all ex-officio members thereafter will be appointed for 3-year terms.
- (e) The arts commission may establish committees, as appropriate, to assist it relative to its powers and duties under the provisions of this division, provided, that all recommendations to city council shall be made by the commission and not by a committee of the commission.
- (f) The commission may, by majority vote of the members, appoint persons who are not members of the arts commission to be members of such committees.
- (g) All members of the arts commission shall serve without compensation.
- (h) All ex-officio members have the right to participate in the proceedings of the commission, and shall have the right to vote.

Sec. 2-355. - Chairman, meetings, rules, records.

The arts commission shall elect its chairman and secretary from amongst the appointed and ex-officio members and create and fill such other of its offices as it may determine. The terms of officers shall be for one (1) year, with eligibility for reelection. The arts commission shall hold at least one (1) regular meeting in each month unless there is no business to transact or the weather makes travel to the meeting unsafe. It shall adopt rules for transaction of business and shall keep minutes, which record shall be a public record.

Sec. 2-356. - Powers and duties as to arts commission.

- (a) The arts commission shall have the following powers and duties:
- (1) Develop guidelines, subject to the approval of city council, to implement the provisions of this division, including procedures for soliciting and selecting public art and for determining suitable locations for public art;
  - (2) Assure, in the overall public art program, reasonable diversity is attained in style, scale, media, and materials represented.

- (3) By ~~February~~ April 1 of each year, submit to city council a plan detailing potential projects and desirable goals to be pursued in the next fiscal year, including enhanced projects and any proposed expenditure of donated, grant, or other funds. The plan shall also include a recommendation as to which capital improvements projects are appropriate for designation as enhanced projects;
- (4) Work with city staff to determine which capital improvement projects are appropriate for designation as an enhanced project and what type and amount of public art may be appropriate for such projects;
- (5) Make recommendations, subject to the approval of the city manager, regarding disbursement of public art funds to acquire, produce, install, maintain, alter, relocate or remove public art;
- (6) Raise funds above and beyond the funds for public art that are included as part of an enhanced project, interact with donors of funds or art works on behalf of the city, and foster public/private partnerships to support public art. Mechanisms for fund raising may include but are not limited to crowdfunding, grants, and gifts from corporations, foundations, and individuals;
- (7) Promote awareness of public art;
- (8) Present an annual report to city council within sixty (60) days after the end of each fiscal year containing:
  - a. A report on the status of all public art incorporated into or funded by capital improvement projects in progress or completed during the preceding fiscal year;
  - b. A maintenance report on each work of public art presently under city management detailing maintenance costs for the preceding fiscal year, anticipated maintenance costs for the next fiscal year, and any significant future maintenance concerns, including prioritized recommendations for the maintenance, repair or renovation of particular works;
  - c. A review of the city's public art with regard to the purposes stated in this chapter;
  - d. A report on the commission's efforts to promote awareness of public art;
  - e. A report on donations of art and where such art was placed;
  - f. A report on additional funds raised and how such funds were used; and
  - g. Any other matter of substantial financial or public importance relating to the public art in the city.
- (9) Perform any related duty delegated by city council;
- (10) Provide advice to and assist both potential donors of art and other governmental entities regarding possible public locations for placement of art when such art cannot be placed on any city property or incorporated into a capital project of the city;
- (11) For art proposed under this division, seek public input through the city's public engagement process. This process may include, but is not limited to, electronic messages to registered neighborhood associations, public meetings, forums, workshops online or other surveys;

- (12) For architectural enhancements proposed under this division, work collaboratively with planning staff, project management staff, the city manager as appropriate, to develop concepts for those enhancements;
- (b) The city shall have the following responsibilities:
- (1) The city manager shall provide the arts commission with information regarding capital projects for that fiscal year on a frequent basis, including information regarding the dollar amounts included in enhanced projects for public art; and information regarding the dollar amounts available in any other public art funding source available for city use.
  - (2) Notify all city departments of the requirements of this division.
  - (3) Approve contracts with appropriate design professionals, when deemed necessary, for administrative and design services to be rendered in connection with the commissioning of works of art who shall:
    - a. Be available to consult with the arts commission and the city council, in cases of new construction or remodeling, about specific areas for works of art and the appropriate scale.
    - b. Where public art is purchased or commissioned by the city in connection with a capital project, consult with the artist, review the execution of the work of art at periodic intervals, provide engineering and technical assistance to the artist, if required, and supervise the delivery and installation of the work under contract.
  - (4) Be responsible for maintenance of the site.
- (c) Any artist retained by the city to provide any work of art shall:
- (1) Be commissioned by the city to complete the work of art in a timely and professional manner or transfer title, in the case of an existing work of art, to the city.
  - (2) Hold no rights to any work of art commissioned or purchased under this division, including reproduction, access, modification, resale, etc., unless such rights are specifically allowed in a formal written agreement between the city and the artist.
  - (3) If necessary, consult with the appropriate design professional, in cases of new construction and/or remodeling, regarding execution of the work of art, engineering and technical needs, and oversee installation of the work.

Sec. 2-357. - Public art fund established.

- (a) Public funding. There is further hereby established a "public art fund" to which shall be appropriated each year by the city council. All such funds as are appropriated to the public art fund may be accumulated and expended for such public art, from time to time, as hereinafter provided. Provided, however, that any unexpended or un-appropriated fund balance in the public art fund may, from time to time, be re-appropriated by the city council for any such other public purposes as permitted by law which the city council shall deem necessary or proper. No public art from public funding may be placed on private property unless a public easement is granted for the location of the public art by the owner(s) of that property.

- (b) Private funding of public art. All funds placed into the public art fund through private donations shall be expended for only public art as hereafter provided.

(Ord. No. 2015.13, 4-28-15)

Sec. 2-358. - Other sources of funding for public art.

- (a) The city may accept monetary gifts, grants, donations, or awards for public art into the public art fund. The arts commission may work with nonprofit or other organizations to raise funds for public art. Crowdfunding, and other fundraising mechanisms, may be used to solicit donations that are intended to fund wholly or in part a specific piece of public art.

Sec. 2-359. - Inclusions and exclusions relative to disbursement of public art funds.

- (a) Inclusions. The portion of the public art fund reserved for works of art may be expended for the following:
  - (1) The cost of the work of art and its installation.
  - (2) Identification plaques and labels.
  - (3) Waterworks, electrical and mechanical devices and equipment which are an integral part of the work of art.
  - (4) Frames, mats, and simple pedestals necessary for the proper presentation of the works of art.
  - (5) Maintenance and repair of the surface of the public art works.
  - (6) Fees to artists for the execution of final proposals for the arts commission to select from.
  - (7) Funds for public art that are in a pooled public art fund also may be used to fund the administration of the city's public art program and projects, including staff time.
  - (8) Contracts, including but not limited to those for the creation, production, purchase or other acquisition of public art, and to install, maintain, alter, repair, refurbish, relocate or remove public art, shall be processed and approved in accordance with all applicable city requirements.
- (b) Exclusions. The portion of the public art fund reserved for works of art may not be expended for the following:
  - (1) Permanent reproductions by mechanical or other means of original works of art, however, limited editions controlled by the artist may be included.
  - (2) Art objects which are mass produced or of standard designs, such as playground sculpture or fountains.

Sec. 2-360. - Ownership and maintenance of work.

- (a) No work of art shall be considered for acquisition under this chapter without an estimate for future maintenance costs.

- (b) Routine maintenance of public art shall be provided for and funded by the service area responsible for maintenance of the facility or space where the art is located. Routine maintenance shall include periodic cleaning, regular mechanical maintenance, operational costs, and other necessary upkeep resulting from normal use. Funds for extraordinary maintenance or refurbishment, including structural reconstruction, shall be drawn from pooled art funds, donations, grants, or such other funds as city council may appropriate. No extraordinary maintenance, repair, relocation or alteration of public art shall be undertaken without prior recommendation by or consultation with the arts commission.
- (c) All art acquired pursuant to this chapter shall be the sole property of the City of Jackson unless an alternative arrangement is recommended by the arts commission and approved by city council.
- (d) All temporary art shall remain the property of that person or those persons who have created the art or offered it for display. Maintenance and insurance costs shall be the responsibility of those persons who have created the art or offered it for display, and all necessary permits or licensing shall be secured before installation.

Sec. 2-361. - Severability.

If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this chapter.

Secs. 2-362—2-365. - Reserved.

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

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Adoption of the Proposed **“Resolution Authorizing 2016 Capital Improvement Bonds (LTGO)”**

---

**Recommendation:**

Adoption of the proposed **“Resolution Authorizing 2016 Capital Improvement Bonds (LTGO)”** to finance the construction of the 2015 Parking Lot Construction Project within the Downtown.

Attached is a memo from Philip Hones, regarding the proposed sale of bonds to finance the 2015 Parking Lot Construction Project. Also attached is the proposed Resolution authorizing the sale of these bonds prepared by the City's Bond Counsel, Patrick McGow, as well as his cover letter.

I recommend adoption of this Resolution. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Philip Hones, Finance Director

**DATE:** February 23, 2016

**RECOMMENDATION:** Adoption of the Proposed “**Resolution Authorizing 2016 Capital Improvement Bonds (LTGO)**” to finance the construction of the 2015 Parking Lot Construction Project within the Downtown.

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### SUMMARY

The City is near final completion and payment of the “2015 Parking Lot Project” authorized by the City Council in the fall of 2015. The projects consists largely of the construction of Parking Lot # 20 on Pearl St. At this point, the bonds can now be sold to provide financing for the Project.

### BUDGETARY CONSIDERATIONS

Funding for this Project will come largely from the sale of \$ 1.3 million in Bonds, which is being requested with this Report, with the balance financed with excess Parking Deck Fund # 599 surplus funds.

### HISTORY, BACKGROUND and DISCUSSION

On September 22, 2015 the City Council approved change orders # 2 and # 3 to the “2015 Parking Lot Construction” Project, bringing the total of that contract amount to \$ 1,266,936.42. On November 17, 2015, the City Council adopted a “Notice of Intent Resolution: which authorized the publication of the City’s intent to issue bonds in an amount not to exceed \$ 1.3 million for the purpose of acquiring and constructing parking lot improvements within the City. The Notice was subsequently published and the required 45 day referendum period has since expired.

### DISCUSSION OF THE ISSUE

The City’s Bond Counsel, Patrick McGow, has prepared the attached Resolution, which, if approved, would authorize the City to move forward with the sale of the Bonds. His cover letter is also attached. The Bonds will have a maturity of ten (10) years and debt service payments would be paid with parking revenues and public improvement funds, if needed. The City plans on selling the Bonds through a negotiated (vs. a competitive) sale in order to save the costs of a bond rating as well as the preparation of an official statement. The City’s Financial Advisor, Mike Gormely, of HSE & Co., will act as the Placement Agent.

**RECOMMENDATION:** Approval of the Proposed “**Resolution Authorizing 2016 Capital Improvement Bonds (LTGO)**” to finance the construction of the 2015 Parking Lot Construction Project within the Downtown. *(Continued)*

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## POSITIONS

Approve the proposed “**Resolution Authorizing 2016 Capital Improvement Bonds (LTGO)**” to finance the construction of the 2015 Parking Lot Construction Project within the Downtown.

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ATTACHMENTS

Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

PATRICK F. MCGOW  
TEL (313) 496-7684  
FAX (313) 496-8450  
E-MAIL [mcgow@millercanfield.com](mailto:mcgow@millercanfield.com)

Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson, Suite 2500  
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MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Kalamazoo • Lansing • Troy

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ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati

CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

February 12, 2016

Mr. Philip J. Hones  
Finance Director  
City of Jackson  
161 W. Michigan Avenue  
Jackson, MI 49201

Re: City of Jackson Capital Improvement Bonds for Parking Lot Project

Dear Phil:

I have enclosed a Resolution Authorizing the 2016 Capital Improvement Bonds (Limited Tax General Obligation) to be considered for approval by the City Council at its meeting on Tuesday, February 23rd. The Resolution authorizes the issuance of Bonds in the amount not to exceed \$1,300,000 to pay all or part of the costs of acquiring and constructing parking lot improvements in the City (the Project"). The Bonds will pledge the City's limited tax full faith and credit for support of the Bonds.

The Resolution is based upon the bond specifications prepared by Hutchinson, Shockey, Erley & Co., the City's financial advisors. The Resolution sets forth the terms of the Bonds, the form of Bonds, and provides for a private placement bond sale, or in the alternative, a competitive public sale of the Bonds. The Resolution also authorizes various City officials to take the necessary actions to issue, sell and deliver the Bonds and delegates the authority to award the Bonds to the City Manager and/or Finance Director. There are various blanks in the Resolution in the form of bond that are intended to be in blank, those items will be completed in the final forms of those documents.

The enclosed Resolution is the only remaining approval from the City Council needed for to issue and sell the Bonds. If approved, the Resolution authorizes the City Manager and Finance Director to take the necessary steps to proceed with the sale of the Bonds and award the Bonds on the date of the sale of the Bonds to the bidder based on the proposals. It also allows the authorized officers to reduce the size of the Bonds either before or at the time of sale of the Bonds.

We would appreciate receiving three (3) certified copies of the Resolution upon adoption by the City Council.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Philip J. Hones

-2-

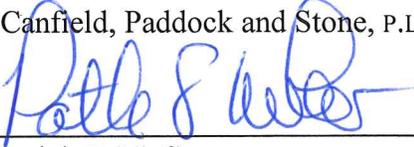
February 12, 2016

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: \_\_\_\_\_

  
Patrick F. McGow

Enclosure

Cc: Patrick Burtch, City Manager  
Michael Gormely

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**RESOLUTION AUTHORIZING  
2016 CAPITAL IMPROVEMENT BONDS  
(LIMITED TAX GENERAL OBLIGATION)**

**City of Jackson  
County of Jackson, State of Michigan**

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Minutes of a regular meeting of the City Council of the City of Jackson, County of Jackson, State of Michigan (the "City"), held on February 23, 2016, at 6:30 o'clock p.m., Eastern Time.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the costs of cost of acquiring and constructing parking lot improvements in the City (the "Project"); and

WHEREAS, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay the cost of the Project; and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and as of this date no petition has been filed with the Clerk; and

WHEREAS, the City desires to solicit proposals from financial institutions and other prospective purchasers and negotiate the sale of the Bonds to a purchaser within the parameters established by this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2016 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds.

The issue shall consist of bonds fully-registered as to principal and interest of the denomination of

\$100,000 or integral multiples of \$1,000 in excess thereof not exceeding for each maturity the maximum principal amount of that maturity, or alternatively, may consist of a single-instrument, non-convertible bond, as determined at the time of sale. The Bonds will be dated as of the date of delivery, or such other date as determined by the City Manager or Finance Director (each, an “Authorized Officer”), be payable on October 1 (or such other date as determined at the time of sale thereof) in the years and in the annual amounts as determined at the time of sale, and be subject to prior redemption as determined at the time of sale of the Bonds. The Bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, payable semi-annually on April 1 and October 1, first payable on such date as determined by an Authorized Officer at the time of sale, *provided that* the interest rate per annum on the Bonds shall not exceed 4.00%. In the event of a public offering of the Bonds, the Bonds shall be sold at a price not less than 99% of their par value and the underwriter’s discount shall not exceed 1.00% of the principal amount of the Bonds. The Bonds may be issued as serial or term bonds or both and may be subject to mandatory redemption prior to maturity as determined at the time of sale.

Interest on the Bonds shall be paid by check drawn on the Transfer Agent mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the City maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at a Michigan bank or trust company to be selected by an Authorized Officer at the time of the sale of the Bonds as registrar and transfer agent for the Bonds (the “Transfer Agent”), provided that in the event that the Bonds are purchased by a single institutional investor the City may act as its own Transfer Agent.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the Finance Director of the City upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted. The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner’s duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated 2016 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Council, to be designated 2016 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form with such changes as may be required to conform the Bond to the final terms of the Bonds established by the Sale Order:

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF JACKSON

**CITY OF JACKSON**  
2016 CAPITAL IMPROVEMENT BOND  
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	October 1, _____	_____, 2016	

Registered Owner:

Principal Amount: \_\_\_\_\_ Dollars

The City of Jackson, County of Jackson, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, [unless prepaid prior thereto as hereinafter provided,] with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on October 1, 2016 and semiannually thereafter. Principal of this bond is payable at the designated office of \_\_\_\_\_, \_\_\_\_\_, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15<sup>th</sup>) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is [a single, fully-registered, non-convertible bond][one of a series of bonds] of even date of original issue [in][aggregating] the principal sum of \$\_\_\_\_\_, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the City Council of the City for the purpose of paying all or part of the cost of constructing certain capital improvements for the City.

Bonds of this issue shall not be subject to redemption prior to maturity.

[Add mandatory redemption provisions if applicable]

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Jackson, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF JACKSON  
County of Jackson  
State of Michigan

By: \_\_\_\_\_  
Its: Mayor

(SEAL)

By: \_\_\_\_\_  
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

\_\_\_\_\_  
\_\_\_\_\_, Michigan  
Transfer Agent

By: \_\_\_\_\_  
Authorized Signatory

7. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than ten (10) years.

8. Negotiated Sale. The City Council has considered the option of selling the Bonds through a competitive sale and a negotiated sale, and, pursuant to the requirements of Act 34 has determined to proceed with the sale of the Bonds by means of a negotiated sale because of the flexibility and efficiency provided by a negotiated sale to select and adjust the terms for the Bonds to best achieve the most advantageous interest rates and obtain the lowest issuance costs and interest costs for the City. The Bonds may be sold through a private placement or, in the alternative, as a competitive public sale as determined by an Authorized Officer.

9. Delegation to Authorized Officers; Sale Order. Each Authorized Officer is hereby authorized to solicit proposals from and select a purchaser for the Bonds and to place the Bonds with the purchaser, subject to the parameters set forth in this Resolution. Each Authorized Officer is authorized to award the sale of the Bonds to the Purchaser pursuant to a bond purchase agreement and/or a sale order, subject to the parameters set forth in this Resolution.

10. Adjustment of Bond Terms. Each Authorized Officer is hereby authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this Resolution; *provided* that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution and the interest rate per annum on the Bonds shall not exceed four percent per annum (4.00%). In the event of a public offering, the purchase price shall not be less than 99% of the par amount of the Bonds and the underwriter's discount shall not exceed 1.00% of the principal amount of the Bonds.

11. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. . The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

12. Continuing Disclosure. In the event required by the purchaser, the City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

13. Authorization of Other Actions. In the event of a public offering, the Authorized Officers are each authorized to approve the circulation of a preliminary official statement describing the Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC, and approve the circulation of a final official statement describing the Bonds and to execute the same on behalf of the City. The Authorized Officers are each authorized and directed to (a) solicit bids for and approve the

purchase of a municipal bond insurance policy for the Bonds and (b) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

14. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby appointed to serve as bond counsel for the Bonds, notwithstanding the periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution.

15. Placement Agent. Hutchinson, Shockey, Erley & Co. is hereby appointed as the Placement Agent with respect to the Bonds.

16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES:           Members: \_\_\_\_\_

\_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Andrew Wrozek, Jr.  
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Jackson, County of Jackson, State of Michigan, at a regular meeting held on February 23, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Andrew Wrozek, Jr.  
City Clerk

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** **Request to adopt a resolution approving selected projects for the 2017-2020 Transportation Improvement Plan (TIP) projects.**

---

**Recommendation:**

To adopt a resolution to approve the street list as selected for inclusion in the 2017-2020 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.

Attached is a report and resolution from Jon Dowling, City Engineer, regarding adoption of a resolution for 2017-2020 TIP projects as outlined in the report.

I recommend adoption of the resolution. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** February 23, 3016

**RECOMMENDATION:** To adopt a resolution to approve the street list as selected for inclusion in the 2017-2020 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.

### SUMMARY

To comply with the current Federal Road Funding Act, the Transportation Improvement Plan (TIP) is prepared every four years. As part of the process, Region 2 Planning Commission (R2PC) has requested that the local agencies in the Jackson Urbanized Area requesting federal funding obtain a resolution of support from their governing bodies. The resolution for the City of Jackson's list of projects for fiscal year 2017-2020 TIP is attached.

### BUDGETARY CONSIDERATIONS

See table below in the discussion of the issue.

### HISTORY, BACKGROUND and DISCUSSION

R2PC, being the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area, has called for projects to be included in the TIP for fiscal years 2017-2020.

### DISCUSSION OF THE ISSUE

The MPO has an estimated \$4,748,000 in federal funds for the four year TIP. On December 3, 2015, City Engineering met with R2PC, Jackson County Department of Transportation and Jackson Area Transit Authority to select projects to fit within the federal funding amounts per year. The projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows:

Fiscal Year	Project	Limits	Federal Amt	City Share
2017	Kibby Rd	City limits to West Ave	\$928,800	\$232,200
2018	Fourth St	Audubon to Horton	\$782,000	\$195,500
2018	Ganson	At Steward	\$85,000	\$21,250
2019	Francis St	Morrell to Mason	\$587,000	\$146,750
2020	Greenwood/Wilkins	Morrell to Jackson	\$587,200	\$146,800
<b>TOTALS</b>			<b>\$2,970,000</b>	<b>\$742,500</b>

### POSITIONS

Engineering requests that the attached resolution to approve the street list as selected for inclusion in the 2017-2020 Transportation Improvement Plan be adopted.

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ATTACHMENT

## RESOLUTION

BY CITY COUNCIL:

WHEREAS, Region 2 Planning Commission, being the Metropolitan Planning Organization for the Jackson Urbanized Area, has a call for projects for the Transportation Improvement Plan for fiscal years 2017–2020; and

WHEREAS, the Metropolitan Planning Organization, through the Jackson Area Comprehensive Transportation Study, has an estimated \$4,748,000 in federal funds for the four year Transportation Improvement Plan for the local agencies; and

WHEREAS, City Engineering met on December 3, 2015, with Region 2 Planning Commission, Jackson County Department of Transportation and Jackson Area Transportation Authority to select projects to fit within the Federal Funding per year; and

WHEREAS, projects are selected based on construction cost only with Federal Funds paying 80% of the cost and City Funds paying 20% of the cost; and

WHEREAS, projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows:

**FY 2017 Kibby Rd: City Limits to West** PASER=4, Curb=Good, ADT=6,593, length=0.658 mi  
Proposed Work: Reconstruct pavement with curb repairs on boulevard islands and curb replacement on outside lanes to reduce pavement width to one vehicle lane in each direction. Project will include features to improve accessibility to adjacent non-motorized trail.  
Estimated Construction Cost = \$1,161,000; with Federal Portion = \$928,800

**FY 2018 Fourth: Audobon to Horton** PASER=6, Curb=Good, ADT=11,749, length=0.978 mi  
Proposed Work: Single course mill & resurface with sidewalk construction along east side from Horton to Hickory and from Sulgrave to Park, and construction of a roundabout at Hickory.  
Estimated Construction Cost = \$977,500; with Federal Portion = \$780,000

**FY 2018 Ganson at Steward** PASER=n/a, Curb=n/a, ADT=11,042, length=0  
Proposed Work: Reconstruct traffic signal.  
Estimated Construction Cost = \$106,250; with Federal Portion = \$85,000

**FY 2019 Francis St: Morrell to Mason** PASER=4 & 5, Curb=Poor/ Fair, ADT=8,519, length=0.203 mi  
Proposed Work: Reconstruct pavement with new curb. Reconstruct traffic signal at Morrell.  
Estimated Construction Cost = \$733,750; with Federal Portion = \$587,000

**FY 2020 Greenwood and Wilkins: Morrell to Jackson** PASER=4, Curb=Fair, ADT=3,559, length=0.186 mi  
Reconstruct with curb replacement. Reconstruct traffic signal at Morrell.  
Estimated Construction Cost = \$734,000; with Federal Portion = \$587,200

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the street list as selected for inclusion in the 2017-2020 Transportation Improvement Plan; and

BE IT FURTHER RESOLVED that the City Council approves the local match and is willing to pay the local match for the selected projects.

\* \* \* \*

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

I, Andrew J. Wrozek, Jr., City Clerk/Treasurer in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 23<sup>rd</sup> day of February, 2016.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 24<sup>th</sup> day of February, 2016.

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Andrew J. Wrozek, Jr., City Clerk/Treasurer

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Approval of the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2015

---

**Recommendation:**

Approval of the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2015

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, 2015. 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:** February 23, 2016

**RECOMMENDATION:** Approval of the Deficit Elimination Plan for the Special Assessment Capital Project Fund Deficit at June 30, 2015

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### 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, 2015.

Attachments



February 24, 2016

Jeffrey Schwartz  
Local Government Financial Services Division  
State of Michigan – Dept. of Treasury  
Lansing, Michigan 48909-8228

VIA EMAIL

**RE: CITY OF JACKSON (38-2-010) – 6/30/15 Deficit Elimination Plan**

---

Dear Mr. Schwartz:

Your letter dated January 8, 2015 indicated that the City of Jackson is now required to file a Deficit Recovery Plan as a result of having a deficit of (\$1,100,354) in its Special Assessment Capital Projects Fund as of June 30, 2015. It is my understanding that this requirement is now required as a result of the Treasury's Numbered Letter 2014-1

**Deficit Elimination Plan:**

I have attached page 32 from the City's 2015 CAFR which indicates the above deficit in the Special Assessment Fund. This deficit is the result of special assessments receivable in the amount of \$1,104,941 being categorized as "Deferred Inflows of Resources". These receivables are not recognized as revenue until collected, which normally is 10 years but in some instances can take up to 15 years from the time the assessment rolls are confirmed.

Also attached is a worksheet labeled "Special Assessments–Schedule of Payoffs". We have prepared this worksheet to reflect the projected collection of special assessments, as of June 30, 2015, were each assessed amount not paid until due. As the schedule indicates, the next five years will include, at a minimum, collections of \$ 738,950, or 67%, of the total receivable. The next five years will include collections of \$ 333,739, or 30%, leaving a balance of \$ 32,252, or 3% to be collected in the remaining four years.

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

I hope these responses satisfy the Treasury requirements. Also attached is 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, 2015

	General	Major Streets	Special Assessment Capital Projects	Nonmajor Governmental Funds	Totals
<b>Assets</b>					
Pooled cash and investments	\$ 2,557,793	\$ 995,379	\$ 14,371	\$ 8,264,253	\$ 11,831,796
Accounts receivables, net	102,888	48,340	-	519,848	671,076
Taxes receivable	1,725,991	-	-	-	1,725,991
Other receivables	-	-	1,104,941	11,796	1,116,737
Due from other governments	824,470	471,703	-	1,712,605	3,008,778
Due from other funds	-	-	-	156,625	156,625
Interfund receivable	1,515,453	-	-	-	1,515,453
Inventories	-	326,140	-	15,500	341,640
Prepaid expenditures	16,122	-	-	-	16,122
Loans receivable	-	-	-	186,625	186,625
Long-term advances to other funds	50,000	-	-	50,000	100,000
<b>Total assets</b>	<b>\$ 6,792,717</b>	<b>\$ 1,841,562</b>	<b>\$ 1,119,312</b>	<b>\$ 10,917,252</b>	<b>\$ 20,670,843</b>
<b>Liabilities</b>					
Accounts payable	\$ 607,078	\$ 95,328	\$ -	\$ 338,545	\$ 1,040,951
Accrued payroll	243,132	6,475	-	108,328	357,935
Other liabilities	10,712	-	-	-	10,712
Due to other funds	45,968	-	14,371	75,286	135,625
Interfund payable	-	-	-	1,515,453	1,515,453
Unearned revenue	344,104	-	-	91,727	435,831
Long-term advances from other funds	-	-	1,100,354	50,000	1,150,354
<b>Total liabilities</b>	<b>1,250,994</b>	<b>101,803</b>	<b>1,114,725</b>	<b>2,179,339</b>	<b>4,646,861</b>
<b>Deferred inflows of resources</b>					
Unavailable revenue - loans receivable	-	-	-	186,625	186,625
Unavailable revenue - special assessment receivable	-	-	1,104,941	-	1,104,941
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>1,104,941</b>	<b>186,625</b>	<b>1,291,566</b>
<b>Fund balances</b>					
Nonspendable	66,122	326,140	-	2,986,547	3,378,809
Restricted	-	1,413,619	-	3,537,803	4,951,422
Committed	-	-	-	2,026,938	2,026,938
Unassigned (deficit)	5,475,601	-	(1,100,354)	-	4,375,247
<b>Total fund balances (deficit)</b>	<b>5,541,723</b>	<b>1,739,759</b>	<b>(1,100,354)</b>	<b>8,551,288</b>	<b>14,732,416</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 6,792,717</b>	<b>\$ 1,841,562</b>	<b>\$ 1,119,312</b>	<b>\$ 10,917,252</b>	<b>\$ 20,670,843</b>

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

City of Jackson - Special Assessments  
Schedule of Payoffs  
June 30, 2015

Roll	Year	Term	Balance															Balance		
			6/30/2015	2015/16	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			
3329	2006	10	4,188.47	4,188.47																-
3332	2006	10	126.87	126.87																-
3333	2006	10	2,904.33	2,904.33																-
3334	2007	10	2,275.79	1,137.90	1,137.90															(0.01)
3336	2007	10	1,968.88	984.44	984.44															-
3337	2007	10	6,280.35	3,140.18	3,140.18															(0.01)
3338	2007	9	239.56	239.56																-
3340	2007	10	2,389.15	1,194.58	1,194.58															(0.01)
3343	2007	10	5,342.57	2,671.29	2,671.29															(0.01)
3349	2008	10	15,331.19	5,110.40	5,110.40	5,110.40														(0.01)
3351	2009	10	29,013.46	7,253.37	7,253.37	7,253.37	7,253.37													(0.02)
3352	2009	10	3,915.38	978.85	978.85	978.85	978.85													(0.02)
3353	2009	10	4,090.71	1,022.68	1,022.68	1,022.68	1,022.68													(0.01)
3354	2009	10	1,375.12	343.78	343.78	343.78	343.78													-
3355	2010	10	11,983.54	2,396.71	2,396.71	2,396.71	2,396.71	2,396.71												(0.01)
3356	2010	10	27,125.95	5,425.19	5,425.19	5,425.19	5,425.19	5,425.19												-
3357	2010	8	4,307.98	1,435.99	1,435.99	1,435.99														0.01
3358	2011	7	7,245.73	2,415.24	2,415.24	2,415.24														0.01
3359	2011	10	9,367.22	1,561.20	1,561.20	1,561.20	1,561.20	1,561.20												0.02
3360	2011	10	12,263.85	2,043.98	2,043.98	2,043.98	2,043.98	2,043.98	2,043.98											(0.03)
3361	2011	10	13,250.85	2,208.48	2,208.48	2,208.48	2,208.48	2,208.48	2,208.48											(0.03)
3362	2011	10	10,085.24	1,680.87	1,680.87	1,680.87	1,680.87	1,680.87	1,680.87											0.02
3363	2011	10	18,134.95	3,022.49	3,022.49	3,022.49	3,022.49	3,022.49	3,022.49											0.01
3364	2011	10	7,194.98	1,199.16	1,199.16	1,199.16	1,199.16	1,199.16	1,199.16											0.02
3365	2012	10	26,246.42	3,749.49	3,749.49	3,749.49	3,749.49	3,749.49	3,749.49	3,749.49										(0.01)
3366	2012	10	86,943.77	12,420.54	12,420.54	12,420.54	12,420.54	12,420.54	12,420.54	12,420.54										(0.01)
3367	2012	10	5,097.38	728.20	728.20	728.20	728.20	728.20	728.20	728.20										(0.02)
3368	2012	10	35,693.62	5,099.09	5,099.09	5,099.09	5,099.09	5,099.09	5,099.09	5,099.09										(0.01)
3369	2013	10	41,566.28	5,195.79	5,195.79	5,195.79	5,195.79	5,195.79	5,195.79	5,195.79	5,195.79									(0.04)
3370	2013	10	125,154.88	15,644.36	15,644.36	15,644.36	15,644.36	15,644.36	15,644.36	15,644.36	15,644.36									-
3371	2013	10	6,763.40	845.43	845.43	845.43	845.43	845.43	845.43	845.43	845.43									(0.04)
3372	2013	10	19,120.63	2,390.08	2,390.08	2,390.08	2,390.08	2,390.08	2,390.08	2,390.08	2,390.08									(0.01)
3373	2013	10	17,559.99	2,195.00	2,195.00	2,195.00	2,195.00	2,195.00	2,195.00	2,195.00	2,195.00									(0.01)
3374	2013	10	73,056.64	9,132.08	9,132.08	9,132.08	9,132.08	9,132.08	9,132.08	9,132.08	9,132.08									-
3375	2014	11	41,003.61	4,100.36	4,100.36	4,100.36	4,100.36	4,100.36	4,100.36	4,100.36	4,100.36	4,100.36								0.01
3376	2014	15	51,588.25	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	3,684.88	(0.07)
3377	2015	10	28,597.10	2,859.71	2,859.71	2,859.71	2,859.71	2,859.71	2,859.71	2,859.71	2,859.71	2,859.71	2,859.71	2,859.71	2,859.71					-
3378	2015	10	46,242.97	4,624.30	4,624.30	4,624.30	4,624.30	4,624.30	4,624.30	4,624.30	4,624.30	4,624.30	4,624.30	4,624.30	4,624.30					(0.03)
3379	2015	10	103,380.38	10,338.04	10,338.04	10,338.04	10,338.04	10,338.04	10,338.04	10,338.04	10,338.04	10,338.04	10,338.04	10,338.04	10,338.04					(0.02)
3380	2015	12	105,079.61	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63	8,756.63				0.05
4153	2008	10	10,878.01	3,626.00	3,626.00	3,626.00														0.01
4154	2007	10	4,572.20	2,286.10	2,286.10															-
4251	2015	1	12,323.03	12,323.03																-
4253	2015	1	38,235.16	38,235.16																-
4254	2015	1	367.17	367.17																-
4255	2015	1	13,416.09	13,416.09																-
4256	2015	1	11,652.62	11,652.62																-
			1,104,941.33	228,356.16	144,902.86	133,488.37	120,900.74	111,302.06	103,480.16	91,763.98	69,766.66	34,363.92	34,363.92	12,441.51	12,441.51	3,684.88	3,684.88			(0.28)



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

NICK A. KHOURI  
STATE TREASURER

**NOTICE OF INTENT TO  
WITHHOLD STATE PAYMENTS**  
**Municode: 38-2-010**

January 8, 2016

Finance Director  
City of Jackson  
161 West Michigan Avenue  
Jackson, Michigan 49201-1303

Dear Finance Director:

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 2014-1

The Local Government Financial Services Division received an audit report from your local unit for the fiscal year ending 2015, which indicates a deficit in one or more funds as follows:

<u>FUND</u>	<u>AMOUNT</u>	<u>AUDITED FINANCIAL STATEMENTS 6/30/15</u>
Special Assessment		
Capital Projects	\$1,100,354	Unrestricted Deficit, Page 32

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.

Please submit a deficit elimination plan to [Treas\\_MunicipalFinance@Michigan.gov](mailto:Treas_MunicipalFinance@Michigan.gov) for all funds listed above 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

City of Jackson  
Page 2  
January 8, 2016

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](mailto:Treas_MunicipalFinance@Michigan.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Schwartz". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Jeffrey Schwartz, Auditor  
Local Government Financial Services Division

c: City Clerk



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

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](mailto: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:** February 23, 2016  
**SUBJECT:** 328 E Prospect St Donation

---

**Recommendation:**

Authorize the City Manager to Accept the Donation of 328 E Prospect St from Wells Fargo Bank with a \$10,000 Seller Concession

Attached is a memorandum from Jennifer Morris, Director of the Department of Neighborhood & Economic Development, regarding the donation of 328 E Prospect St to the City of Jackson by Wells Fargo Bank.

I recommend approval to accept the donation. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Jennifer L. Morris, Neighborhood & Economic Operations

**DATE:** February 23, 2016

**RECOMMENDATION:** Authorize the City Manager to Accept the Donation of 328 E Prospect St from Wells Fargo Bank with a \$10,000 Seller Concession

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### SUMMARY

The City was contacted by Wells Fargo Bank to see if it would accept the donation of a foreclosed property with a \$10,000 monetary contribution by Wells Fargo to assist the City undertake the best course of action with the property. An inspection of the property and market conditions in the area determined demolition would best serve the City and the neighborhood.

### BUDGETARY CONSIDERATIONS

If the donation is approved by City Council, Wells Fargo will provide a \$10,000 seller's concession to be used to offset the costs of demolition.

### HISTORY, BACKGROUND and DISCUSSION

The previous owner of 328 E Prospect St was unable to redeem a mortgage foreclosure in 2015, which caused the property to revert back to Wells Fargo Bank, N.A. The Department of Neighborhood & Economic Operations was contacted by Wells Fargo Home Mortgage's REO Contract Specialist to determine if the City would accept the donation of 328 E Prospect St.

### DISCUSSION OF THE ISSUE

The estimated cost to demolish 328 E Prospect St is \$15,548. The \$10,000 received from Wells Fargo upon acceptance of the donation will be used to offset the demolition costs, thereby furthering the goals of decreasing blight by reducing the supply of foreclosed, vacant residential properties.

### POSITIONS

It is recommended that City Council authorize the City Manager to sign documents accepting the donation of 328 E Prospect Street with a \$10,000 seller's concession.

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#### ATTACHMENTS

Donation Agreement, Maps, Photographs

## **DONATION AGREEMENT**

This Donation Agreement (the "Agreement") for certain real property located at **328 E PROSPECT ST, JACKSON, MI 49203** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **CITY OF JACKSON**, whose address is **161 W Michigan Avenue, Jackson, MI 49201** ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

### **RECITALS**

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;
- B. Donor did not originally construct any of the improvements forming part of the Property;
- C. Donor has not occupied the Property for its own use;
- D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis; and
- E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

### **AGREEMENT**

#### **1. DONATION.**

- 1.1 Effective Date.** The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.
- 1.2 Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.

**1.3** **Closing.** Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.

(a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.

(b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").

(c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.

(d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".

**1.4** **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 2.2 of this Agreement.

**1.5** **Deed.** Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.

**1.6** **Title and Examination.** Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.

- 1.7 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.
- 1.8 **Risk of Loss.** In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.
- 1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. **ACKNOWLEDGMENTS, RELEASE AND INDEMNITY.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:
- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
  - (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.

- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.
- (k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

**2.2 RELEASE AND INDEMNITY.**

- (a) **RELEASE.** DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.
- (b) **INDEMNITY.** DONEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DONOR FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ALL ATTORNEY'S FEES AND COURT COSTS AND EXPERT WITNESS FEES PAID OR INCURRED BY DONOR) WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF ANY PROPERTY), (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS APPLICABLE TO THE PROPERTY OR THE ACTIVITIES THEREON AND (D) THE USE, MAINTENANCE, OPERATION, OWNERSHIP OR POSSESSION OF ANY PROPERTY AFTER THE CLOSING DATE.
- (c) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

- (d) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.**

**3. TIME IS OF THE ESSENCE: CLOSING DATE.**

- 3.1** It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.
- 3.2** The closing shall take place on or before **APRIL 14, 2016** (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

**4. GENERAL PROVISIONS.**

- 4.1 Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.2 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 4.3 Office of Foreign Assets Control ("OFAC").** Neither Donee nor any of its affiliates, and none of their respective employees, officers, directors, or to the best of Donee's knowledge, representatives or agents is a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List, Specially Designated Terrorists or Specially Designated Narcotics Traffickers Lists) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not engaged in any dealings or transactions or otherwise associated with such persons or entities.

Pursuant to the Bank Secrecy Act and requirements specified by OFAC, Donor will not engage in any transaction with any individual or entity that either appears on the

list of Specially Designated Nationals and Blocked Persons, Specially Designated terrorists, Specially Designated Narcotics Traffickers, or that Donor suspects to be involved in a suspicious transaction or one in violation of federal law, therefore the information on the attached “OFAC Certification” must be provided in full to Donor by Donee.

Donee hereby represents and warrants that Donee has completed an OFAC Certification in the form attached hereto as “OFAC Certification” and by Donee’s signature to this Agreement, Donee represents and warrants that the OFAC Certificate previously provided to Donor is true and correct in every way, or that Donee has provided a completed, amended and correct OFAC Certification in connections with this transaction.

- 4.4 Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 4.5 Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- 4.6 Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.7 No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- 4.8 Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- 4.9 Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- 4.10 Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

**4.11 No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

**4.12 Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF JACKSON**

Address:

161 W Michigan Ave, ATTN: Michelle Pultz-Orthaus  
Jackson, MI 49201

If to the Donor: Owner

1 Home Campus

Des Moines, Iowa 50328-0001

Attention: **Kylie Gudenkauf**, MAC# F2303-04K

Fax Number: **855-791-9075**

**Kylie.Gudenkauf@wellsfargo.com**

**4.13 Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

***DONEE:***

**CITY OF JACKSON**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

***DONOR:***

**OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT "A"**

**PROPERTY ADDRESS:**

328 E PROSPECT ST  
JACKSON, MI 49203

**LEGAL DESCRIPTION:**

Lot 144, South Gardens, being a Subdivision of Blocks 10, 13, 14 and 15 and Part of Blocks 9 and 12 of Francis Street Addition to the City of Jackson, according to the recorded plat thereof as recorded in Liber 9 of Plats, Page 19, Jackson County Records.

**TAX PARCEL NO:**

5-207700000

## OFAC CERTIFICATION

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Donee fails to provide this information, Wells Fargo Bank, N.A. will not be able to complete the proposed transaction. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

### Signer 1

First Name: <b>Patrick</b>	Middle Name: <b>H</b>	Last Name: <b>Burtch</b>	
Permanent Home Address (no P.O. Boxes): <b>161 W Michigan Ave</b>	City: <b>Jackson</b>	State: <b>MI</b>	Zip: <b>49201</b>
Country: <b>USA</b>	DOB: <b>10/28/1963</b>	Phone #: <b>517-788-4035</b>	

### Signer 2

First Name:	Middle Name:	Last Name:	
Permanent Home Address (no P.O. Boxes):	City:	State:	Zip:
Country:	DOB:	Phone #:	

### Signer 3

First Name:	Middle Name:	Last Name:	
Permanent Home Address (no P.O. Boxes):	City:	State:	Zip:
Country:	DOB:	Phone #:	

### Donee's Agent Information

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

### Donee's Company/Corporation/Partnership

If Donee is a Company/Corporation/Partnership or is not purchasing as an individual, Donee must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**

**CITY OF JACKSON**

List All Principal Owners of Partnership or LLC. If the Donee is a nonprofit organization, please list all signers' names (including non-board members) as well as all individuals with principal ownership in the nonprofit organization. Include permanent home address (no P.O. Boxes) and date of birth for each:

*\*Social Security numbers of individuals may be requested at a later date\**

**Corporation Tax ID: 38-6004701**

If Wells Fargo Bank, N.A. finds in its sole and absolute discretion that any Donee meets the criteria as described above, the Agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

**EXHIBIT "B"**  
Donee's Closing Agent

**Please select ONE of the following options for closing:**

**DONEE: CITY OF JACKSON**

Donee selects Donor's Preferred Title Company to act as the closing agent and the Title Company.

If the Donee chooses not to use the Donor's Preferred Title Company to act as the closing agent and the Title Company, then the following section will need to be completed. Please note this box **MUST** be selected to qualify for the up to \$2,500 Donee closing credit.

Please provide contact information for Donee's chosen Title Company:

Company:

Company Mailing Address:

Contact Name:

Phone:

Email:

ADDENDUM TO DONATION AGREEMENT

EFFECTIVE DATE: The date on which this addendum is signed by both the Donee and Donor shall be the effective date of the agreement.

PROPERTY ADDRESS: 328 E PROSPECT ST, JACKSON, MI 49203

DONEE: CITY OF JACKSON

DONOR: OWNER

Other: DONEE TO RECEIVE \$10,000.00 SELLER CONCESSION FROM DONOR UPON CLOSING.

DONOR:

DONEE:

OWNER

CITY OF JACKSON

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# 328 E Prospect St



 Subject Parcel

 City-Owned Property

 H4HH Property

328 E Prospect St



 Subject Parcel

 City-Owned Property

 H4HH Property

328 E Prospect St



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Award Construction Contract for the Replacement of the Jackson Crossing Sanitary Sewer Lift Station.

---

**Recommendation:**

Approval of the award of a construction contract for the replacement of the Jackson Crossing Sanitary Sewer Lift Station to Dunigan Brothers in the amount of \$392,750.00.

Attached is a memo from Todd Knepper, Director of Public Works, regarding a construction contract award to replace the Jackson Crossing Sanitary Sewer Lift Station.

I recommend approval of the Jackson Crossing Lift Station Replacement contract award to Dunigan Brothers of Jackson Michigan in the amount of \$392,750.00.

Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Todd Knepper, Director of Public Works

**DATE:** February 23, 2016

**RECOMMENDATION:** Award construction contract to Dunigan Brothers, Jackson, MI for the replacement of the Jackson Crossing Sanitary Sewer Lift Station.

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### SUMMARY

The Jackson Crossing sanitary sewer lift station has been redesigned to replace the existing dry can equipment with a submersible pump station design. Two bids were received on February 11, 2016, as seen on the attached bid tabulation form. Dunigan Brothers provided the lowest responsible bid at \$392,750.00.

### BUDGETARY CONSIDERATIONS

This project is included in the approved 2015/2016 WWTP budget, line 406-591-000-982.003.

### HISTORY, BACKGROUND and DISCUSSION

The Jackson Crossing lift station is in need of new pumps, valves and system controls. The existing design requires personnel to enter the station, climbing a ladder approximately 30 below grade to access the pumps and controls. The new design will allow the pumps to be installed on a rail system directly in the wet well and with the controls being mounted on the surface, personnel entry is limited, creating a safer work environment.

### DISCUSSION OF THE ISSUE

This lift station accepts flow from a large area of North Wisner Street and pumps it to a sanitary sewer that flows to the wastewater treatment plant. This new design will allow for more efficient operation and control of the station.

### POSITIONS

I recommend award of this contract to Dunigan Brothers of Jackson Michigan in the amount of \$392,750.00.

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**Bid Tabulation For  
 JACKSON CROSSING PUMP STATION  
 REPLACEMENT PROJECT  
 THURSDAY, FEBRUARY 11, 2016, 10:00 AM**

				<b>DUNIGAN BROTHERS 911 E. South Street Jackson, MI 49203</b>		<b>LD DOCSA 300 S. 8th Street Kalamazoo, MI 49009</b>	
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
1	Mobilization, 5% Max	LS	1.00	17,500.00	17,500.00	18,000.00	18,000.00
2	Soil Erosion and Sedimentation Control	LS	1.00	2,500.00	2,500.00	1,000.00	1,000.00
3	Color Audio-Video Route Survey	LS	1.00	2,500.00	2,500.00	1,300.00	1,300.00
4	Traffic Control	LS	1.00	5,000.00	5,000.00	6,000.00	6,000.00
5	18-inch Sanitary Sewer	LF	91.00	160.00	14,560.00	360.00	32,760.00
6	Remove and Replace HMA Pavement, Full Depth	SYD	120.00	140.00	16,800.00	58.33	6,999.60
7	Lift Station Bypass Pumping	LS	1.00	18,000.00	18,000.00	45,000.00	45,000.00
8	Existing Lift Station Equipment Removal	LS	1.00	22,000.00	22,000.00	25,000.00	25,000.00
9	Pump Station Wet Well Rehabilitation	LS	1.00	29,535.00	29,535.00	70,500.00	70,500.00
10	Pump Station Equipment and Valve Chamber	LS	1.00	234,355.00	234,355.00	162,200.00	162,200.00
11	Restoration	LS	1.00	10,000.00	10,000.00	12,000.00	12,000.00
12	Utility Allowance	LS	1.00	20,000.00	20,000.00	20,000.00	20,000.00
	<b>TOTAL BID</b>				<b>392,750.00</b>		<b>400,759.60</b>

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Patrick H. Burtch, City Manager

**DATE:** February 23, 2016

**SUBJECT:** Preliminary Allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Funds for Fiscal Year 2016-2017

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**Recommendation:**

Approve preliminary CDBG/HOME funding recommendations for Fiscal Year 2016-2017

Attached is a memo from Jennifer Morris, Director of Neighborhood & Economic Operations, regarding the preliminary allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Funds for Fiscal Year 2016-2017.

I recommend approval of the preliminary allocations of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Funds for fiscal year 2016-2017. Your consideration and concurrence is appreciated.

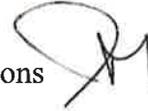
PHB

Attachments

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Jennifer Morris, Director, Neighborhood & Economic Operations



**DATE:** February 23, 2016

**RECOMMENDATION:** Approve preliminary CDBG/HOME funding recommendations for Fiscal Year 2016-2017

---

### SUMMARY

On December 15, 2015, the Jackson City Council adopted the Timetable for 2016-2017 CDBG and HOME entitlement processes which established February 23, 2016 as the alternate date for preliminary allocations.

### BUDGETARY CONSIDERATIONS

Refer to the attached spreadsheet for staff's recommended allocations based on interdepartmental applications and the proposed budgetary needs.

### HISTORY, BACKGROUND and DISCUSSION

HUD released the 2016-2017 formula allocations for CDBG and HOME entitlements on February 17, 2016. Jackson will received \$1,124,701 in CDBG and \$249,628 in HOME funds, resulting in another year of decreased funding. A meeting was held prior to the release of allocation on February 8, 2016 with the City Manager, pertinent Neighborhood & Economic Operations staff, and two councilmembers (Recommendation Panel) to discuss funding levels and the applications received. A summary of that meeting and the resulting recommendations are attached for your consideration.

Staff will prepare a draft Annual Action Plan based on Council's direction. The Plan will be presented at the March 29, 2016 City Council meeting. The required 30-day citizen comment period will subsequently be open from March 21, 2016 through April 26, 2016.

The Department of Housing and Urban Development (HUD) does not receive its annual funding appropriation until several months into the federal fiscal year (October 1 to September 30). Procedures for submitting an Annual Action Plan include delaying submission of the Annual Action Plan to HUD until up to 60 days after the date allocations are announced, or August 16, 2016, whichever comes first. HUD will disapprove an Action Plan that does not reflect the actual allocation amount; therefore, it is necessary to have a contingency plan in place for any funding modification beyond those recommended by staff.

## DISCUSSION OF THE ISSUE

The Recommendation Panel proposes the following contingency plans should any revisions be made to the formula allocation published by HUD on February 17, 2016:

### **CDBG Contingency Plan**

Should the actual 2016-2017 CDBG allocation received by the City of Jackson be different than the published allocated amounts, any increase or decrease in required funding amounts will be applied solely to the Department of Neighborhood & Economic Operations' line item "Downtown Investor Owned Rehabilitation."

### **HOME Contingency Plan**

Because HOME has specific funding thresholds that must be met, the following procedures will be followed:

- 1) Ensure the City sets aside no less than 15% of its actual allocation for a Community Housing Development Organization (CHDO) eligible activity.
- 2) Ensure the Department of Neighborhood & Economic Operations receives no more than 10% of the annual allocation for Administration.
- 3) Any increase or decrease in funding required to match actual allocation amounts will be applied solely to the Department of Neighborhood & Economic Operations' line item "Rehabilitation Assistance Program."

## POSITIONS

Approve preliminary CDBG/HOME funding recommendation for Fiscal Year 2016-2017 as evidenced on attachment.

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**Community Development Block Grant  
2016- 2017 Funding Proposal Recommendations**

	<b>Funding Requests</b>	<b>Staff Recommendations</b>
<b>Public Services</b>		
King Center Summer Youth Program	45,000	-
<b>Public Services Subtotal:</b>	<b>45,000</b>	<b>-</b>
<b>Public Services cap 15% of this year funding + last year program income = \$184,755</b>		
<b>Administration and Planning</b>		
Neighborhood & Economic Operations	97,500	97,500
<b>Administration and Planning Subtotal:</b>	<b>97,500</b>	<b>97,500</b>
<b>Admin 20% cap = \$249,940</b>		
<b>Other Projects</b>		
Neighborhood & Economic Operations - Code Enforcement-Inspection	144,000	144,000
Neighborhood & Economic Operations - Code Enforcement-Rehabilitation	76,750	76,750
Neighborhood & Economic Operations - Residential Rehabilitation	100,000	75,000
Neighborhood & Economic Operations - Denied Loan Costs	3,000	3,000
Neighborhood & Economic Operations - City Wide Hazard	120,000	77,316
Neighborhood & Economic Operations - Downtown Investor Owned Rehabilitation	300,000	300,000
Neighborhood & Economic Operations - Demolition	257,000	136,125
City Attorney's Office - Code Enforcement (legal services)	28,100	10,000
Neighborhood & Economic Operations - Engineering- Street Reconstruction Edward and Winthrop	198,110	198,110
Neighborhood & Economic Operations - Engineering Street Reconstruction Mechanic St: Morrell to Washington	111,900	111,900
Park, Recreation & Grounds	20,000	20,000
<b>Other Projects Subtotal:</b>	<b>\$ 1,358,860</b>	<b>\$ 1,152,201</b>
<b>Total Request:</b>	<b>\$ 1,501,360</b>	
<b>Total Recommended Funding:</b>		<b>\$ 1,249,701</b>
<b>Total Funding Available (actual):</b>		<b>\$ 1,249,701 **</b>

\*\*\*\$1,124,701 Entitlement + \$125,000

**HOME Investment Partnerships Program  
2016-2017 Funding Proposal Reccomendations**

	<b>Funding Requests</b>	<b>Staff Recommendations</b>
<b>Rehabilitation</b>		
Dept. of Neighborhood & Economic Operations- Rehabilitation	159,188	196,628
<b>Administration</b>		
Dept. of Neighborhood & Economic Operations - Administration	21,000	21,000
<b>Admin 10% cap = \$24,962</b>		
<b>Community Housing Development Organization (CHDO)</b>		
Community Action Agency - CHDO Reserve Eligible Housing Activity	32,000	32,000
<b>CHDO Reserve mandatory 15% <i>minimum</i> allocation = \$37,444</b>		
Community Action Agency - CHDO Operating Costs	-	-
<b>CHDO Operating 5% cap = \$12,481</b>		
	<b>Total Request:</b>	<b>\$212,188</b>
	<b>Total Recommended:</b>	<b>249,628</b>
<b>Total Funding Available (estimated):</b>		<b>\$249,628</b>

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager *PHB*  
**DATE:** February 23, 2016  
**SUBJECT:** Master Services Agreement with OpenCounter Enterprises, Inc.

---

**Recommendation:**

Authorize the City Manager to sign the Master Services Agreement with OpenCounter Enterprises, Inc. with all expenditures to be paid from the \$50,000 prize received from the U.S. Small Business Administration Startup In A Day Competition.

Attached is a memo from Jennifer Morris, Director of Neighborhood and Economic Operations, regarding the Master Services Agreement with OpenCounter Enterprises, Inc. I am requesting said action because, at present there is no agency within the City of Jackson that is presently facilitating such an initiative.

Starting a business can be a complex and confusing process. While many of the associated applications are on the City's website, maneuvering among the plethora of information can become overwhelming. Therefore, as a means of implementing the goals of the Startup In A Day initiative, sponsored by the U.S. Small Business Administration, we intend to utilize our \$50,000 prize to develop a web based service which provides tools to help support the entrepreneur and ultimately assist in implementing our overall economic strategy.

OpenCounter would develop a streamlined, business-friendly, quasi-online permitting system which is intended to go live during the early portion of June 2016 after which a one (1) year beta testing period will commence following by two (2) subsequent years of monitoring. An intern from the University of Michigan School of Science and Information is coordinating these efforts on our behalf and will remain with the City through the completion of the data collection period. Therefore limited staff time will be involved during this time frame and our research has indicated that very limit follow-up is required for any subsequent modifications to the system.

I recommend approval of Master Services Agreement with OpenCounter Enterprises, Inc. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Jennifer Morris, Director of Neighborhood and Economic Operations 

**DATE:** February 23, 2016

**RECOMMENDATION:** Approve the Master Services Agreement with OpenCounter Enterprises, Inc.

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### SUMMARY

During the summer of 2015, the City of Jackson became one of 25 cities nationwide to be awarded a \$50,000 prize through the Startup In A Day Competition. This initiative, sponsored by the U.S. Small Business Administration, aims to facilitate solutions for entrepreneurs to discover and apply for local, state and federal requirements, such as license and permits, in order to start a business in the most expedient manner possible. To achieve the goal, we wish to employ OpenCounter via a sole source bidding process to develop a streamlined, business-friendly, online permitting system. We are proposing to sole source the service to OpenCounter because they are the only company that has demonstrated the ability to provide such a system.

### BUDGETARY CONSIDERATIONS

The \$50,000 prize is more than adequate to cover the costs for the establishment of the system which involves a one (1) year beta testing period and two (2) subsequent years of monitoring. An intern from the University of Michigan School of Science and Information is coordinating these efforts on our behalf and will remain with the City through the completion of the data collection period (May 31, 2016). Therefore limited staff time will be involved during this time frame and our research has indicated that very limit follow-up is required for any subsequent modifications to the system.

### BACKGROUND and DISCUSSION

Starting a business can be a complex and confusing process. Many entrepreneurs have to visit a variety of departments to complete paperwork and pay the associated fees. While many of these applications are on the City's website, maneuvering among the plethora of information can become overwhelming along with the fact that there is often duplication amongst the requested forms. Therefore, as a means of implementing the goals of the Startup In A Day initiative, we wish to establish a web based service that builds tools to help support the entrepreneur and ultimately assisting to support the local economy. The system is divided into the following types of services:

1. **Zoning check, a tool for the site selection process.** Zoning regulations are often hard to understand. However, by translating zoning ordinances into a map that citizens can easily understand, OpenCounter can

demonstrate to entrepreneurs where their types of businesses are permitted and what types of review procedures (internal and external) might apply. Since the information is available online, the service is accessible 24/7, which means that applicants are not limited to the hours of operation of the applicable departments. This approach allows the City to become more business-friendly and more expeditious in its review procedures.

2. A **“one-stop-shop” for business permitting.** Much like TurboTax and other similar program, the system asks entrepreneurs a variety of questions which ultimately enables the applicant to find the requirements, fees, and processing timeline via a web based program. For example, at the very beginning of the application, OpenCounter asks applicants questions about their business type in order to determine what type of forms are required. Subsequently the OpenCounter system will ask the applicant to answer a variety of questions to inform them of the necessary fees and processing timeframe while sending all applicable information to the various City departments. Ultimately the program helps to coordinate internal workflows and build better relationships with business applicants.

## DISCUSSION OF THE ISSUE

Despite the fact that we were unable to identify other company who provided a similar service, we still felt it prudent to garner feedback from other communities who have employed their services. Initially we reached out to Santa Cruz, California, the first city to develop and use OpenCounter as an economic development solution and then Central Falls, Rhode Island, a city of 20,000 residents with a declining manufacturing sector. Both cities stated that OpenCounter has brought convenience to the people who wish to start a new business by simplifying the paperwork and information them upfront of all applicable fees and the associated processing timeframes. They also noted that the user-interface on both the front-end for entrepreneurs and the back-end for administrators was clean and user-friendly. The after-sale support provided by OpenCounter was also noted to be impressive. This support is provided through a designated account manager who is tasked with making sure everything works properly along with a very detailed onboarding training of city hall staff before the website goes live.

## POSITIONS

Creating the web based program offered by OpenCounter will allow the city to further its intentions of being known as business friendly through an enhanced means of interdepartmental coordination and ease of access. Therefore, we recommend that the City Manager be granted the authority to sign the attached agreement and commence the very detailed process of populating the system.

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## ATTACHMENTS



## OPENCOUNTER ENTERPRISES, INC. MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of February \_\_\_\_\_ 2016 (the “Effective Date”) by and between Open Counter Enterprises, Inc., a Delaware corporation, with principal offices at 25 Taylor Street, San Francisco, CA 94102 (“OpenCounter”) and the City of Jackson, Michigan with its principal offices at 161 W Michigan Ave, Jackson, MI 49201 (“City”).

### Recitals

**Whereas**, City is an agency or division of state or local government, and wishes to be supplied by OpenCounter with access to certain software-based services provided by City and accessed via the Internet (as further described in an applicable Service Order, the “Hosted Service”) and related professional services for its own use and that of persons and/or businesses applying for one or more permits, the issuance of which is within the jurisdiction of City (“Permit Applicant(s)”); and

**Whereas**, OpenCounter is willing to provide to City Hosted Services and related professional services pursuant to service orders entered into by the parties in a form substantially similar to that set forth in Exhibit A hereto (“Statement of Work”), and subject to the terms and subject to the conditions of this Agreement.

**Now, Therefore**, in consideration of the foregoing and the mutual promises made herein, the parties hereto, intending to be legally bound, agree as follows:

### 1. Hosted Service Implementation and Use

- i. **Implementation.** OpenCounter shall use its commercially reasonable efforts to perform the Implementation by the Implementation Target Date; provided, however, that City shall cooperate with OpenCounter to carry out all tasks reasonably necessary for Implementation of the Hosted Service, including without limitation providing to OpenCounter all City Content required for the Implementation. OpenCounter shall consult with City and provide assistance as reasonably necessary for City to carry out such tasks. OpenCounter shall notify City in writing when the Hosted Service is available for access and use by City and Permit Applicants
- ii. **Right to Use the Hosted Service.** Upon completion of the Implementation, and in consideration of all obligations of City hereunder, including, without limitation, the payment by City of any applicable fees, OpenCounter hereby grants to City, during the Term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Hosted Service.

- iii. Restrictions on Resale. The foregoing license does not permit City to, and City hereby agrees not to, resell, relicense, re-syndicate or otherwise sublicense the Hosted Service to any third-party, except as may be expressly set forth herein
- iv. Use of Hosted Service by Permit Applicants. OpenCounter hereby agrees to allow Permit Applicants to use the Hosted Service, solely to the extent necessary to provide information to City regarding applications for permits the issuance of which are with City's jurisdiction, provided that Permit Applicants shall be required to consent to OpenCounter's Terms of Service presented to Permit Applicants when they register with the Hosted Service ("Terms of Service"). City understands and agrees that if any Permit Applicant declines to agree to the Terms of Service, OpenCounter has no obligation to permit such Permit Applicant to access or use the Hosted Service
- v. Use Restrictions. City shall not: (i) access and/or use the Hosted Service in order to design, create or build a service or product that is competitive with the Hosted Service, or which uses ideas, features or functions that are similar to the Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Hosted Service, except as expressly permitted herein; (iii) modify or make derivative works based upon the Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Hosted Service or any portion thereof.
- vi. Suspension of Access to Hosted Service. OpenCounter may suspend City's access to the Hosted Service at any time in order to: (i) prevent damages to, or degradation of, OpenCounter's network integrity; (ii) comply with any law, regulation, court order, or other governmental request or order which requires immediate action; or (iii) otherwise protect OpenCounter from potential legal liability; provided, however, OpenCounter will use commercially reasonable efforts to provide City with a minimum of five (5) business days' prior written notice of any such suspension. In addition, if City fails to pay, within ten (10) days of receiving written notice, when due any amounts owed hereunder, OpenCounter may suspend City's access to the Hosted Service. If suspended, OpenCounter will promptly restore use of the Hosted Service to the City after the event giving rise to the suspension has been resolved to OpenCounter's reasonable satisfaction.
- vii. Proprietary Rights. The Hosted Service, including all Intellectual Property Rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of OpenCounter. City shall not take any action that jeopardizes the proprietary rights of OpenCounter or its licensors or acquire any right in the Hosted Service or OpenCounter Confidential Information, except the limited rights expressly granted in this Agreement.
- viii. Internet and Telecommunications Connections. City shall be responsible for obtaining any and all Internet and/or telecommunication connections used by City to access the Hosted Service. OpenCounter shall have no responsibility or liability for any interruption or delay in accessing or using the Hosted Service arising out of such Internet or telecommunications connections.
- ix. Licenses to OpenCounter:
  - a) City Content. City hereby grants to OpenCounter a limited right and license, without the right to grant or authorize sub-licenses, during the Term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of OpenCounter's obligations under this Agreement.

- b) Data Captured by the Hosted Service. City agrees that, subject to OpenCounter's confidentiality obligations below, OpenCounter may aggregate data captured by the Hosted Service in connection with the use of the Hosted Service by City and Permit Applicants ("Captured Data") with data captured by the Hosted Service from its use by other parties (collectively, "Aggregated Data").
- c) City agrees that solely as part of the Aggregated Data, OpenCounter may use, reproduce, distribute, prepare derivative works from the Captured Data, provided that under no circumstances will OpenCounter use the Captured Data in a way that identifies City or individual Permit Applicants as the source of the data. The license granted in this Section 1.9(c) shall survive any termination or expiration of this Agreement.
- x. City Data. In the event this Agreement expires or is terminated, OpenCounter will make available to the City a file of the City Content within sixty (60) days of such termination or expiration if the City so requests at the time of termination or expiration. Upon termination for cause, OpenCounter shall have no obligation to maintain or to forward to City any City Content after sixty (60 days) of the effective date of such termination.

## **2. Fees, Payments and Taxes**

- i. Fees. Fees for use of the Hosted Service and the provision of Professional Services are set forth in Exhibit B, and unless otherwise set forth therein are due and payable within thirty (30) days of receipt of an invoice by City.
- ii. Past Due Accounts. Accounts that are past due will be subject to a monthly charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by the law, whichever is less.
- iii. Suspension of Services for Nonpayment. After notification by OpenCounter to City, accounts more than sixty (60) days past due will be subject to suspension of Support Services until payment is received.
- iv. Taxes. No taxes apply

## **3. Term and Termination**

- i. Term. Unless earlier terminated by either party as hereinafter provided, this Agreement shall commence upon the Effective Date and remain in effect for a minimum period of three (3) years, or such longer period as may be set forth in the applicable Service Order. This Agreement may, upon mutual written agreement, renew for consecutive one (1) year increments following the original Term.
- ii. Termination for Cause. Either party may terminate this Agreement for a breach by the other party of any of its material terms, provided the non-breaching party provides to the breaching party thirty (30) days written notice describing such breach and offering the breaching party an opportunity to cure. Failure to cure a material breach within the notice period shall result in automatic termination of this Agreement.

## 4. Indemnification

- i. Indemnity. Consultant agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from Consultant's negligence, recklessness, or willful misconduct in the performance of this agreement.

## 5. Confidential Information

- i. Restrictions on Use and Disclosure of Confidential Information. The parties agree to maintain the confidentiality of each other's Confidential Information and not use such information except in furtherance of this Agreement during the term of the Agreement and for a period of three (3) years after the termination of this Agreement.
- ii. Exceptions. The parties agree that, unless required by law, they will not make each other's Confidential Information available in any form to any third party, or use each other's Confidential Information for any purpose other than the performance of this Agreement.

## 6. Representations, Warranties and Service Level Agreement

- i. Mutual Warranties. Each party represents and warrants the following to the other party: (i) such party has the full corporate right, power, and authority to enter into this Agreement, to perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Hosted Service
- ii. Service Level Agreement. The Hosted Services is subject to the Service Level Agreement, which sets forth City's exclusive remedy for any breach thereof. OpenCounter will provide 24-7 technical support for the duration of the contract utilizing the following Service Level Agreement (SLA) for remediation of errors / bugs, inconsistencies. (i) Critical: The defect affects critical functionality or critical data. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature. A plan for full resolution will be provided within twelve (12) hours of the notification (ii) Major: The defect affects major functionality or major data. It has a workaround but is not obvious and is difficult. A plan for full resolution will be provided within one (1) business day of the report. (iii) Minor: The defect affects minor functionality or non-critical data. A plan

for full resolution will be provided within three (3) business days of the first report (iv) Trivial: The defect does not affect functionality or data. It does not even need a workaround. It does not impact productivity or efficiency. It is merely an inconvenience. Example: Petty layout discrepancies, spelling/grammatical errors. Full resolution will be provided within three (3) business days of the first report.

- iii. Disclaimer of Warranties. THE WARRANTIES SET FORTH IN SECTION STATE (i) OPENCOUNTER'S EXCLUSIVE WARRANTIES TO CITY AND ANY THIRD PARTY CONCERNING THE HOSTED SERVICE AND ANY PROFESSIONAL SERVICES AND (ii) OPENCOUNTER'S ONLY OBLIGATIONS, AND CITY'S EXCLUSIVE REMEDIES, FOR BREACH OF ANY SUCH WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.3, OPENCOUNTER MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS (TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW) ALL OTHER, WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTE, AS TO THE HOSTED SERVICE, THE PROFESSIONAL SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. OPENCOUNTER DOES NOT WARRANT THAT (i) CITY CONTENT INPUT INTO THE HOSTED SERVICE BY OPENCOUNTER WILL BE ACCURATE OR FREE OF ERRORS, (ii) THE OPERATION OF THE HOSTED SERVICE WILL BE COMPLETELY SECURE, ERROR FREE OR UNINTERRUPTED, OR (iii) ALL ERRORS WILL BE CORRECTED. CITY ASSUMES ALL RISK OF DELAYS OR INTERRUPTIONS IN ACCESS TO OR USE OF THE HOSTED SERVICE RESULTING FROM USE OF THE INTERNET AND/OR TELECOMMUNICATIONS TO ACCESS THE HOSTED SERVICE, AND OPENCOUNTER SHALL HAVE NO LIABILITY FOR ANY SUCH DELAYS OR INTERRUPTION.

## 7. Limited Liability

- i. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR FOR ANY COST OF COVER OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, LOST GOODWILL, LOST PROFITS, LOSS OF DATA OR SOFTWARE OR WORK STOPPAGE, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BROUGHT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT. OPENCOUNTER'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRODUCT OR SERVICE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES CITY HAS PAID TO OPENCOUNTER UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE (12) MONTHS, AND IF SUCH DAMAGES RESULT FROM OR RELATE TO CITY'S USE OR INABILITY TO USE THE HOSTED SERVICE, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID BY CITY FOR THE COMPONENT OF THE HOSTED SERVICE GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. OPENCOUNTER SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DATA PROVIDED BY CITY. UNDER NO CIRCUMSTANCES SHALL OPENCOUNTER HAVE ANY

LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CITY CONTENT THAT IS PUT INTO THE HOSTED SERVICES, WHETHER INPUT BY CITY, PERMIT APPLICANTS OR OPENCOUNTER, INCLUDING, WITHOUT LIMITATION, INACCURACIES IN CITY CONTENT INTRODUCED DURING THE INPUT BY OPENCOUNTER OF SUCH CITY CONTENT INTO THE HOSTED SERVICE. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF, AND SHALL NOT BE DEEMED TO MODIFY OPENCOUNTER'S OBLIGATION UNDER, ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

## 8. Miscellaneous

- i. **Entire Agreement.** This Agreement, together with any Exhibits completely and exclusively state the entire agreement of the parties regarding its subject matter, and supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter.
- ii. **Assignment.** Neither this Agreement nor any rights or obligations of City hereunder may be assigned by City in whole or in part without the prior written consent of OpenCounter. Any assignment in violation of this Section 9.1 will be null and void. OpenCounter may assign this Agreement in its entirety to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets with the prior written consent of the City, which shall not be unreasonably withheld.
- iii. **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- iv. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising under or related to its formation or performance whether sounding in contract, tort, or otherwise shall be governed in all respects by the laws of the of the State of California, without reference to conflict of laws principles and under the federal laws of the United States, as such may apply. If Federal jurisdiction exists, the parties hereby consent to exclusive venue and jurisdiction in the Federal Courts of San Francisco, California. If no Federal jurisdiction exists, the parties consent to exclusive venue and jurisdiction in the State Courts of San Francisco, California.
- v. **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.
- vi. **Precedence of Terms.** In the event of any conflict between the terms of this Agreement and the terms of any purchase order or acknowledgement, the terms of this Agreement shall control. Acceptance by OpenCounter of any purchase order placed by City is conditioned on City's assent to the terms set forth herein. OpenCounter's fulfillment of any purchase order shall not imply OpenCounter's acceptance of any pre-printed terms on such purchase order. Any such conflicting terms shall be of no force or effect.
- vii. **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties

- viii. **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses set forth above or such other address as either party may designate for itself in writing.
- ix. **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such un-enforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions
- x. **Waiver and Modification.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of OpenCounter and City by their duly authorized representatives
- xi. **Waiver of Rule of Construction.** Each of the parties and their counsel have carefully reviewed this Agreement, and, accordingly, the normal rule of construction to the effect that any ambiguities in this Agreement are to be construed against the drafting party shall not apply in the interpretation of this Agreement.

## 9. Definitions

- i. **“Confidential Information”** means any information disclosed by one party to the other, which, if in written, graphic, machine-readable or other tangible form is marked as “Confidential” or “Proprietary”, if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and reduced to a writing marked “Confidential” and delivered to the receiving party within thirty (30) days of such disclosure, or which because of its nature should have reasonably been understood by the receiving party to be confidential even in the absence of actual notification of such status. Confidential Information shall include, without limitation, information regarding party’s business plans, finances, pricing, products or services, investors, research and development and City information. Confidential Information may also include information disclosed to a disclosing party by third parties. The Hosted Service and all features and functions therein shall be the Confidential Information of OpenCounter.
- ii. **“City Content”** means any information or data related to City, whether supplied by City or a Permit Applicant, that is input into the Hosted Service by City or a Permit Applicant, provided by City or a Permit Applicant to OpenCounter in connection with use of the Hosted Service by City and/or Permit Applicants.
- iii. **“Documentation”** means the information made generally available by OpenCounter to its customers that describes the form, features and/or operation of the Hosted Service, whether contained in a tangible medium, such as written format, tape, magnetic or other media, or made available in an electronic format. Documentation shall include any updates of Documentation that OpenCounter may make available to City pursuant to this Agreement

- iv. **“Hosted Service”** means those components of the OpenCounter hosted service offering described in any Service Order entered into under this Agreement, to the extent that such Service Order is then in force and effect
- v. **“Implementation”** means the implementation process and tasks described in Exhibit A.
- vi. **“Implementation Target Date”** means the date for which Implementation is targeted to be complete, as set forth in Exhibit A
- vii. **“Intellectual Property Rights”** means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (i) rights associated with works of authorship throughout the universe, including, but not limited to, all exclusive exploitation rights, copyrights, neighboring rights, moral rights and mask-works, (ii) trademark, trade dress, and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force throughout the universe.
- viii. **“Permit Applicant”** means a third party individual or entity seeking to obtain one or more permits from City
- ix. **“Professional Services”** means the professional services described in Exhibit A, to be performed for City by OpenCounter.

**In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.**

For	OpenCounter Enterprises	
By		
Name	Peter Koht	Patrick Burtch
Title	President	City Manager
Address	25 Taylor Street, San Francisco, CA 94102	161 W Michigan Ave, Jackson, MI 49201
Approved as to Form		
		City Attorney



## Exhibit A

### STATEMENT OF WORK

#### 1. Implementation Plan

OpenCounter Enterprises will create and configure an instance of the OpenCounter Economic Development suite (the “OpenCounter Instance”) for the Jackson, Michigan (referred to as the “City”).

The OpenCounter instance will include information and interactive tools related to use regulations, economic development incentives and industry-specific local permits for small business owners.

The instance will be created utilizing the following actions (“Implementation Plan”) and Phasing (“Implementation Phase”):

Date	Implementation Phase	Line Item	Description	Format	Responsible Party
2/5/2016	<b>Contracting</b>	Submit Privacy Policy for Review	Privacy Policy	.doc and online at <a href="http://opencounter.com/privacy">http://opencounter.com/privacy</a>	OpenCounter
		Submit Terms of Service for Review	Terms of Service	.doc and online at <a href="http://opencounter.com/tos">http://opencounter.com/tos</a>	OpenCounter
		Submit Proof of Insurance	Proof of Insurance	Email from the Hartford	OpenCounter
		Submit W9	Send W9	.pdf or .doc	OpenCounter
		Secure Local Business Licenses (if necessary)	Business Licenses	City form	OpenCounter
2/15/2016	<b>Data Collection for Configuration of Managed Service</b>	City Seal	City Seal Vector Graphic	.svg .png or .jpg file	City

Date	Implementation Phase	Line Item	Description	Format	Responsible Party
		Geospatial Data	Zoning shapefile(s), City Boundaries, Zoning Overlays, Special Taxation or Business Improvement Districts, Utility Service Areas ect.	geoJSON or shapefiles	City
		Zoning Ordinance	Text of zoning ordinance for import into OpenCounter Database	.html link	City
		Municipal Code	Text of business specific chapters of municipal code for import into OpenCounter database. (i.e. daycare inspections, special requirements for pawnbrokers or pool halls)	.html link	City
		Use Tables	Internal Use Tables from Planning / Community Development.	.xls or .csv	City
		Planning Forms	Existing application forms for scanning and import into OpenCounter database. (i.e. zoning clearance, conditional use permit applications, design review applications).	.pdf or .doc	City
		Public Works Forms	Existing application forms for scanning and import into OpenCounter database (i.e. encroachment, street opening, cafe extension)	.pdf or .doc	City
		Utility and Wastewater Applications (if applicable)	Existing application forms for scanning and import into OpenCounter database (i.e. utility applications, change or meter and or service level, water water discharge, environmental questionnaires)	.pdf or .doc	City

Date	Implementation Phase	Line Item	Description	Format	Responsible Party
		Finance Forms	Existing application forms for scanning and import into OpenCounter database (i.e. fictitious business name applications, business property tax registrations, business license applications)	.pdf or .doc	City
		Building Forms	Existing application forms for scanning and import into OpenCounter database (building plan check applications, building permit applications, inspection applications, annual re-inspection requirements)	.pdf or .doc	City
		Economic Development Data	Existing application forms for scanning and import into OpenCounter database (i.e. incentive applications, facade improvement grant applications or revolving loan fund applications)	.pdf or .doc	City
		Special District Data	Existing application forms for scanning and import into OpenCounter database (i.e. registration for BIDs or Chamber of Commerce membership or material from the local Economic Development Partnership)	.pdf or .doc	City
		Police Forms	Existing application forms for scanning and import into OpenCounter database (i.e. entertainment permits, alarm permits, business specific registrations)	.pdf or .doc	City
		Fire / Life Safety Forms	Existing application forms for scanning and import into OpenCounter database (i.e. alarm permits, fire inspection applications, annual inspection requirements)	.pdf or .doc	City

Date	Implementation Phase	Line Item	Description	Format	Responsible Party
		Fee Schedule	Unified Fee Schedule	.xls or .doc	City
		Departmental Addresses and Contacts	Departmental Addresses, website links, phone numbers and contact information for subject matter experts	.xls	City
2/15/2016	<b>Server Setup for Managed Service</b>	Create tenant on <a href="http://opencounter.com">opencounter.com</a>	Set up initial framework for import of data	.html link	OpenCounter
		SSL	Enable SSL Service	ssl	OpenCounter
		CNAME setup	Create a CNAME from City's preferred URL to City's planned opencounter URL	DNS	OpenCounter and City IT
2/15/2016	<b>Project Management</b>	Send Configuration Schedule / Steps	Send configuration documents outlining project scope and steps to be taken. Set up bi-weekly project management update conference calls with key project staff.	.pdf	OpenCounter
		Create Basecamp	Deploy Project Management software and invite City staff	City	OpenCounter
3/20/2016	<b>GIS Configuration</b>	Import Shape Files	Zoning, Jurisdictional, utility and special district shape files		OpenCounter
		Scrape HTML zoning ordinance or import use table	Use Tables or Zoning Ordinance		OpenCounter

Date	Implementation Phase	Line Item	Description	Format	Responsible Party
		Set up conditional zoning logic	For uses that require additional information other than use and location for zoning clearances, (i.e. restaurants that serve alcohol) set conditional logic questions	zoning.io API	OpenCounter
4/10/2016	<b>Content Creation</b>	Create Data Standard	Scan and analyze provided forms. Set data model for the City, provide as .csv for staff verification.	.csv	OpenCounter
		Create Permit Models	Based on forms collected, create permit models and triggers for each		OpenCounter
		Create Page Content	Based on interviews with permitting staff and project update calls, create content to guide applicants through the permitting process, including content related to local business registrations (i.e. business license or FBN process, county health permits, local tax registration, planning applications and building permit processes (including plan check, life safety review, inspections and certificates of occupancy. Provide staff with .csv of content for review	.csv	OpenCounter
		Create Fees models	Create fees model based on unified fee schedule		OpenCounter
		Create User Accounts	Create user account and provide staff CMS training utilizing <a href="http://help.opencounter.com">help.opencounter.com</a>		OpenCounter
		Configure access to <a href="http://help.opencounter.com">help.opencounter.com</a> and in-app messaging	Configure access to <a href="http://help.opencounter.com">help.opencounter.com</a> and in-app messaging		OpenCounter

Date	Implementation Phase	Line Item	Description	Format	Responsible Party
4/4/2016	Zoning Check Instance	Configure and deploy instance of zoningcheck.com for the City	Create instance of theOpenCounter: Zoning Check tool for staff to view and test zoning and special district information. Manage zoning in zoning.io API. This product is offered for free to client cities for quick zoning lookups outside the rubric of permit discovery.		OpenCounter
4/4/2016 – 4/18/2016	Zoning Check Acceptance Testing	Validation of returns in the ZoningCheck tool	Validation of zoning returns inside the ZoningCheck tool by City staff.		City Staff
4/11/2016 – 4/25/2016	Training	Schedule weekly training seminars (pre-launch)	Setup staff training on CMS, dashboard and application handling for City staff and Economic Development allies (if necessary)		OpenCounter
		Set up weekly metrics email	Configure access to weekly metrics and dashboards		OpenCounter
4/25/2016 – 5/16/2016	Acceptance Testing	Verify proper content triggers	Work with City staff to confirm accuracy of imported and configured information, update language, page flows and fee triggers based on expert feedback		OpenCounter
4/23/2016	Pre-launch PR	Pre-briefings	Work with City staff to give previews of site to a group of alpha and beta testers (brokers, chamber, SBDC staff ect)		OpenCounter and City
		Website Integration	Provide banners and logos for integration into Chamber and City website(s). Identity key landing pages for prospective business owners		OpenCounter

Date	Implementation Phase	Line Item	Description	Format	Responsible Party
		Metrics (Pre- and Post- OpenCounter)	Set up tracking for total permit / request for services volume from 2014 (pre-OpenCounter) to track economic impact of site		City
		Press Release	Create press release		OpenCounter and City
5/31/2016	Launch	Public Launch Activities	Press Conference, Presentation to business groups and town council,		OpenCounter and City
	Support / Hosting	Ongoing Technical Support	OpenCounter will provide ongoing technical support subject to its SLA (see section 6 above).	<a href="http://opencounter.com/sla">opencounter.com/sla</a>	OpenCounter
		Ongoing Staff Support	OpenCounter will maintain help resources available during Business Hours (9 AM- 5 PM Pacific) at its offices and will be reachable by phone, email and in-app messaging as well as its knowledgebase at <a href="http://help.opencounter.com">help.opencounter.com</a>		OpenCounter

## 2. Acceptance Testing

When an implementation milestone is ready for use and testing, OpenCounter will notify City and City will commence acceptance testing of the implementation milestone, with such assistance and support as necessary from OpenCounter personnel. The acceptance test (“Acceptance Test”) will be conducted solely for the purpose of demonstrating that the deliverable or functionality performs in accordance with its specifications set forth in the applicable documentation (“Acceptance Criteria”). The Acceptance Test will be in a form mutually agreed upon between the parties, and will be completed within five (5) business days of the date upon which OpenCounter informs City that the deliverable or feature is ready for use (“Acceptance Period”).

If the implementation milestone passes the Acceptance Test, City will promptly so notify OpenCounter in writing (“Notice of Acceptance”). If the Implementation Milestone does not pass the Acceptance Test, City will notify OpenCounter, in writing, prior to the expiration of the Acceptance Period, specifying in reasonable detail in what respects the Implementation Milestone has failed to meet the Acceptance Criteria (“Notice of Rejection”).

OpenCounter will promptly correct any deficiencies set forth in the Notice of Rejection, and City will have an additional Acceptance Period to repeat the Acceptance Test. The implementation milestone will be deemed

accepted by City upon the earlier of (i) the issuance by City of a Notice of Acceptance, (ii) the use by City of the implementation milestone in production or (iii) the expiration of the applicable Acceptance Period prior to the receipt by OpenCounter of a Notice of Rejection (each of the foregoing shall constitute "Acceptance").

### **3. City Responsibilities and Level of Effort**

Commercial Development is a complex project involving multiple departments across the City.

It is critical to the project schedule that City staff are engaged throughout the project in order to ensure successful outcomes. It is also important that stakeholder roles are defined so that decisions can be made effectively and efficiently during the execution of the project.

Director of Neighborhood & Economic Operations will serve as the project sponsor ("Project Sponsor"). The Project Sponsor will appoint a project owner ("Project Owner") as the key executive for the project, and a project manager ("Project Manager") to facilitate ongoing project administration.

The Project Owner will be responsible for accepting project deliverables per the Acceptance Criteria defined above as well as providing strategic oversight for the project.

The Project Manager will provide access to required data and resources, facilitate calls and meetings with City staff, and provide assistance and support during on-site visits and training sessions. OpenCounter will provide bi-weekly updates during the timeframe outlined in the Implementation Plan described above.

The Project Manager will also facilitate calls and meetings with City Subject Matter Experts ("Subject Matter Experts") in specific permitting verticals and provide assistance and support with communications with Subject Matter Experts.

Subject Matter Experts time commitments will be limited to Project Update calls on an as-needed basis and during the verification of content during defined Acceptance Testing periods defined in the Implementation Plan above.

### **4. Training**

The goal of the project is to build a site that will be easy for citizens to use, and for City staff to administer. To that end, OpenCounter will offer training sessions to educate Department staff on the tools, technologies, and best practices of the various components of OpenCounter.

Three (3) training sessions will be offered as part of the engagement all offered via online video conferences. Training sessions will be 60 minutes each.

The schedule for the training sessions will be determined by OpenCounter and City project staff and defined during the Project Management Phase of the Implementation Plan outlined above.

OpenCounter maintains online documentation to explain the functionality of the software. Documentation will be updated to reflect new features. The documentation will be accessible through the following links:

- <https://help.opencounter.com>
- <https://opencounter.com/docs>
- <http://zoning.io/>

## **5. Publicity and Post-Launch Promotion**

OpenCounter will link to the City's instance on its webpage, opencounter.com. OpenCounter will also tweet new customer announcements on its Twitter account @opencounter at contract execution. The City will link to the OpenCounter instance from its homepage, departmental landing pages and in its outbound marketing and promotional materials in order to ensure that the service is easily accessible to small business owners and entrepreneurs.

OpenCounter and the City will collaborate on a launch press release as well as a mid-year press release featuring case studies of end users who utilize the tool. These case studies may be leveraged for existing City marketing / program materials.

## Exhibit B

### COSTS AND INVOICE SCHEDULE

#### 1. Costs

Line Item	Cost
Configuration and Professional Services	\$6,300
Annual Subscription	\$14,500

#### 2. Invoice Schedule

Invoices	Date	Amount
Configuration Costs	*February 5, 2016	\$6,300
Year 1 Subscription – Beta Testing	May 1, 2016	\$14,500
Year 2 Subscription - Anniversary of Public Launch	June 1, 2017	\$14,500
Year 3 Subscription	June 1, 2018	\$14,500

*\*All invoices Net 30.*

#### 3. Parties

All invoices will be addressed to attention of the Director of Neighborhood & Economic Operations.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Award Six (6) Demolition Contracts in the Total Amount of \$170,060 Utilizing Community Development Block Grant (CDBG) and City Demolition Funds

---

**Recommendation:**

Award six (6) demolition contracts in the total amount of \$170,060 follows:

CDBG Funding .....	\$94,915
• Smalley Construction.....	\$65,795
• The Adams Group.....	\$12,500
• Rickman Enterprise Group .....	\$16,620
City Demolition Funds.....	\$75,145
• Salenbien Trucking & Excavating .....	\$30,635
• Smalley Construction.....	\$41,010
• The Adams Group.....	\$ 3,500

Attached are memoranda from Jennifer Morris, Director of the Department of Neighborhood & Economic Development, regarding the award of six (6) demolition contracts in the total amount of \$170,060 utilizing two different funding sources.

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

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager  
**FROM:** Jennifer L. Morris, Neighborhood & Economic Operations  
**DATE:** February 23, 2016  
**RECOMMENDATION:** Award Three (3) Demolition Contracts in the Total Amount of \$94,915 Utilizing Community Development Block Grant (CDBG) Funds

---

### SUMMARY

Award three (3) demolition contracts in the total amount of \$94,915 utilizing the CDBG funds as follows:

Smalley Construction.....	\$65,795.00
The Adams Group.....	\$12,500.00
Rickman Enterprise Group.....	\$16,620.00

### BUDGETARY CONSIDERATIONS

Funding derives from allocations made through CDBG in 2013, 2014 and 2015 for demolition of blighted residential structures.

### HISTORY, BACKGROUND and DISCUSSION

On February 18, 2016, sealed bids to demolish eight (8) properties meeting the eligibility criteria under the CDBG program were opened and processed. When bidding for demolition contracts, contractors are required to submit pricing for the entire package and individual units (cost to demolish an individual structure); contractors also have the option to submit an alternate, discounted bid if awarded the entire package. Each bid package was carefully scrutinized separately to determine the most advantageous pricing for the City.

### DISCUSSION OF THE ISSUE

Three contractors submitted sealed bids. Results of the analysis determined the City would realize the greatest cost savings by awarding multiple contracts based on individual unit prices:

Bid Type	Contractor	Total Amount	Savings to City
Overall Low Bid	Smalley Construction	\$101,085	
<b>Individual Pricing</b>	<b>Various*</b>	<b>\$ 94,915</b>	<b>\$6,170</b>
Low Alternate Bid	<i>None submitted</i>		

## POSITIONS

It is recommended that three separate contracts be awarded to the following contractors for the stated amounts:

<b>Contractor</b>	<b>No. of Properties</b>	<b>Amount</b>
Smalley Construction	6	\$65,795.00
The Adams Group	1	\$12,500.00
Rickman Enterprise Group	1	\$16,620.00
	<b>Total:</b>	<b><u>\$94,915.00</u></b>

---

### ATTACHMENTS

- Bid Tabulation
- Cost Analysis



**BID TABULATION FOR  
DEMOLITION OF 8 CONDEMNED PROPERTIES  
CDBG FUNDED  
THURSDAY, FEBRUARY 18, 2016, 9:00 AM**

Item No.	Address	STRUCTURE TYPE	Salenbien Trucking & Excavating, Inc. 9217 Ann Arbor Rd. Dundee, MI 48131			Smalley Construction 131 S. Main St. Scottville, MI 49454			The Adams Group, Inc. 4850 Coolidge Highway, Suite A Royal Oak, MI 48073			Rickman Enterprise Group LLC 15533 Woodrow Wilson Street Detroit, MI 48238		
			DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST
1	604 Backus St.	HOUSE	14,000.00	500.00	14,500.00	9,800.00	500.00	10,300.00	14,000.00	700.00	14,700.00	12,230.00	560.00	12,790.00
2	609 Williams St.	HOUSE	10,000.00	1,050.00	11,050.00	9,380.00	675.00	10,055.00	14,000.00	700.00	14,700.00	13,460.00	750.00	14,210.00
3	614 W. Ganson St.	HOUSE	12,000.00	400.00	12,400.00	10,300.00	500.00	10,800.00	12,500.00	700.00	13,200.00	12,670.00	560.00	13,230.00
4	707 Burr St.	HOUSE	17,000.00	0.00	17,000.00	16,500.00	0.00	16,500.00	12,500.00	0.00	12,500.00	19,380.00	0.00	19,380.00
5	714 N. Blackstone St.	HOUSE	19,000.00	775.00	19,775.00	17,940.00	850.00	18,790.00	18,500.00	850.00	19,350.00	15,680.00	940.00	16,620.00
6	1212 S. Jackson St.	HOUSE	12,000.00	500.00	12,500.00	10,750.00	500.00	11,250.00	12,000.00	700.00	12,700.00	16,370.00	560.00	16,930.00
7	1807 Plymouth St.	HOUSE	11,500.00	200.00	11,700.00	10,250.00	500.00	10,750.00	11,500.00	0.00	11,500.00	16,120.00	560.00	16,680.00
8	2012 S. Jackson St.	HOUSE	16,500.00	500.00	17,000.00	12,140.00	500.00	12,640.00	14,000.00	850.00	14,850.00	13,830.00	560.00	14,390.00
Total Bid					115,925.00			101,085.00			113,500.00			124,230.00
Discount if awarded all 10 properties														

**CDBG Funded Demolitions**

**Cost Analysis Conducted February 18, 2016**

PIN	Address	Structure	Ward	Salenbien	Smalley	Adams Grp	Rickman	Low Individual
2-107800000	604 Backus St	House	4	\$ 14,500.00	\$ 10,300.00	\$ 14,700.00	\$ 12,790.00	\$ 10,300.00
4-076400000	609 Williams St	House	5	\$ 11,050.00	\$ 10,055.00	\$ 14,700.00	\$ 14,210.00	\$ 10,055.00
2-108300000	614 W Ganson St	House	4	\$ 12,400.00	\$ 10,800.00	\$ 13,200.00	\$ 13,230.00	\$ 10,800.00
7-023400000	707 Burr St	House	2	\$ 17,000.00	\$ 16,500.00	\$ 12,500.00	\$ 19,380.00	\$ 12,500.00
1-036900000	714 N Blackstone St	House	5	\$ 19,775.00	\$ 18,790.00	\$ 19,350.00	\$ 16,620.00	\$ 16,620.00
4-113500000	1212 S Jackson St	House	1	\$ 12,500.00	\$ 11,250.00	\$ 12,700.00	\$ 16,930.00	\$ 11,250.00
6-125300000	1807 Plymouth St	House	2	\$ 11,700.00	\$ 10,750.00	\$ 11,500.00	\$ 16,680.00	\$ 10,750.00
4-182200000	2012 S Jackson St	House	1	\$ 17,000.00	\$ 12,640.00	\$ 14,850.00	\$ 14,390.00	\$ 12,640.00
<b>Total:</b>				<b>\$ 115,925.00</b>	<b>\$ 101,085.00</b>	<b>\$ 113,500.00</b>	<b>\$ 124,230.00</b>	<b>\$ 94,915.00</b>

Number of Low Bids	0	6	1	1
% Package	0.0%	75.0%	12.5%	12.5%
Amount	\$ -	\$ 65,795.00	\$ 12,500.00	\$ 16,620.00

Individual unit prices low bid

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager  
**FROM:** Jennifer L. Morris, Neighborhood & Economic Operations  
**DATE:** February 23, 2016  
**RECOMMENDATION:** Award Three (3) Demolition Contracts in the Total Amount of \$75,145 Utilizing City Demolition Funds

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### SUMMARY

Award three (3) demolition contracts in the total amount of \$75,145 utilizing the City Demolition funds as follows:

Salenbien Trucking & Excavating .....	\$30,635
Smalley Construction .....	\$41,010
The Adams Group .....	\$ 3,500

### BUDGETARY CONSIDERATIONS

These expenses are budgeted through the City's 2015-2016 Demolition Fund.

### HISTORY, BACKGROUND and DISCUSSION

On February 18, 2016, sealed bids to demolish ten (10) properties upheld by the Building Code Board of Examiners and Appeals. When bidding for demolition contracts, contractors are required to submit pricing for the entire package and individual units (cost to demolish an individual structure); contractors also have the option to submit an alternate, discounted bid if awarded the entire package. Each bid package was carefully scrutinized separately to determine the most advantageous pricing for the City.

### DISCUSSION OF THE ISSUE

Four contractors submitted sealed bids. Results of the analysis determined the City would realize the greatest cost savings by awarding multiple contracts based on individual unit prices:

<b>Bid Type</b>	<b>Contractor</b>	<b>Total Amount</b>	<b>Savings to City</b>
Overall Low Bid	Smalley Construction	\$83,450.00	
<b>Individual Pricing</b>	<b>Various*</b>	<b>\$75,145.00</b>	<b>\$8,305.00</b>
Low Alternate Bid	<i>None submitted</i>		

## POSITIONS

It is recommended that three separate contracts be awarded to the following contractors for the stated amounts:

<b>Contractor</b>	<b>No. of Properties</b>	<b>Amount</b>
Salenbien Trucking & Excavating	3	\$30,635
Smalley Construction	6	\$41,010
The Adams Group	1	\$ 3,500
	<b>Total:</b>	<b><u>\$75,145</u></b>

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### ATTACHMENTS

- Bid Tabulation
- Cost Analysis



**BID TABULATION FOR  
DEMOLITION OF 10 CONDEMNED PROPERTIES  
NON-CDBG FUNDED  
THURSDAY, FEBRUARY 18, 2016, 9:00 AM**

Item No.	Address	STRUCTURE TYPE	Salenbien Trucking & Excavating, Inc. 9217 Ann Arbor Rd. Dundee, MI 48131			Smalley Construction 131 S. Main St. Scottville, MI 49454			The Adams Group, Inc. 4850 Coolidge Highway, Suite A Royal Oak, MI 48073			Rickman Enterprise Group LLC 15533 Woodrow Wilson Street Detroit, MI 48238					
			DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST			
1	214 W. Prospect St.	HOUSE	13,440.00	2,400.00	15,840.00	11,030.00	2,600.00	13,630.00	14,000.00	700.00	14,700.00	21,580.00	2,890.00	24,470.00			
2	411 W. Trail St.	GARAGE	2,928.00	0.00	2,928.00	2,000.00	0.00	2,000.00	3,500.00	0.00	3,500.00	6,630.00	0.00	6,630.00			
3	419 N. Elm Ave.	HOUSE	14,208.00	400.00	14,608.00	12,680.00	500.00	13,180.00	13,750.00	800.00	14,550.00	16,110.00	560.00	16,670.00			
4	507 N. Blackstone St.	GARAGE	3,360.00	0.00	3,360.00	3,200.00	0.00	3,200.00	3,500.00	0.00	3,500.00	7,290.00	0.00	7,290.00			
5	509 N. Blackstone St.	GARAGE	4,320.00	50.00	4,370.00	3,200.00	500.00	3,700.00	3,500.00	0.00	3,500.00	7,290.00	560.00	7,850.00			
6	605 W. High St.	HOUSE/GARAGE	11,778.00	500.00	12,278.00	18,040.00	500.00	18,540.00	15,000.00	850.00	15,850.00	20,110.00	560.00	20,670.00			
7	705 W. High St.	HOUSE/GARAGE	15,169.00	500.00	15,669.00	16,500.00	500.00	17,000.00	15,000.00	850.00	15,850.00	22,090.00	560.00	22,650.00			
8	707 Second St.	GARAGE	7,776.00	0.00	7,776.00	4,800.00	0.00	4,800.00	6,500.00	0.00	6,500.00	7,290.00	0.00	7,290.00			
9	1020 S. Milwaukee St.	GARAGE	4,500.00	0.00	4,500.00	4,200.00	0.00	4,200.00	6,800.00	0.00	6,800.00	26,090.00	0.00	26,090.00			
10	1509 Deyo St.	GARAGE	2,688.00	0.00	2,688.00	3,200.00	0.00	3,200.00	3,500.00	0.00	3,500.00	7,290.00	0.00	7,290.00			
Total Bid					84,017.00			83,450.00			88,250.00			146,900.00			
Discount if awarded all 10 properties																	
					30,635.00						41,010.00						3,500.00

**City Funded Demolitions**

**Cost Analysis Conducted February 18, 2016**

PIN	Address	Structure	Ward	Salenbien	Smalley	Adams Grp	Rickman	Low Individual
4-187500000	214 W Prospect St	House	1	\$ 15,840.00	\$ 13,630.00	\$ 14,700.00	\$ 24,470.00	\$ 13,630.00
2-101600000	411 W Trail St	Garage	5	\$ 2,928.00	\$ 2,000.00	\$ 3,500.00	\$ 6,630.00	\$ 2,000.00
8-051200000	419 N Elm Ave	House	2	\$ 14,608.00	\$ 13,180.00	\$ 14,550.00	\$ 16,670.00	\$ 13,180.00
1-023800000	507 N Blackstone St	Garage	5	\$ 3,360.00	\$ 3,200.00	\$ 3,500.00	\$ 7,290.00	\$ 3,200.00
1-023900000	509 N Blackstone St	Garage	5	\$ 4,370.00	\$ 3,700.00	\$ 3,500.00	\$ 7,850.00	\$ 3,500.00
3-228500000	605 W High St	House/Garage	6	\$ 12,278.00	\$ 18,540.00	\$ 15,850.00	\$ 20,670.00	\$ 12,278.00
3-253400000	705 W High St	House/Garage	6	\$ 15,669.00	\$ 17,000.00	\$ 15,850.00	\$ 22,650.00	\$ 15,669.00
3-002200000	707 Second St	Garage	5	\$ 7,776.00	\$ 4,800.00	\$ 6,500.00	\$ 7,290.00	\$ 4,800.00
5-097800000	1020 S Milwaukee St	Garage	1	\$ 4,500.00	\$ 4,200.00	\$ 6,800.00	\$ 26,090.00	\$ 4,200.00
6-051100000	1509 Deyo St	Garage	2	\$ 2,688.00	\$ 3,200.00	\$ 3,500.00	\$ 7,290.00	\$ 2,688.00
<b>Total:</b>				<b>\$ 84,017.00</b>	<b>\$ 83,450.00</b>	<b>\$ 88,250.00</b>	<b>\$ 146,900.00</b>	<b>\$ 75,145.00</b>

Number of Low Bids	3	6	1	0
% Package	30.0%	60.0%	10.0%	0.0%
Amount	\$ 30,635.00	\$ 41,010.00	\$ 3,500.00	\$ -

Individual unit prices low bid

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, City Manager  
**DATE:** February 23, 2016  
**SUBJECT:** Award Demolition Contract to Salenbien Trucking & Excavating in the Amount of \$412,355.10

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**Recommendation:**

Award a Demolition Contract in the Total Amount of \$412,355.10 to Salenbien Trucking & Excavating through the Help for Hardest Hit Blight Elimination Program.

Attached is a memo from Jennifer Morris, Director of the Department of Neighborhood & Economic Operations regarding the award of a demolition contract in the total amount of \$412,355.10 to Salenbien Trucking & Excavating to demolish 25 residential structures acquired through the Help for Hardest Hit Blight Elimination Program.

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

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Jennifer L. Morris, Neighborhood & Economic Operations

**DATE:** February 23, 2016

**RECOMMENDATION:** Award a Demolition Contract in the Total Amount of \$412,355.10 to Salenbien Trucking & Excavating through the Help for Hardest Hit Blight Elimination Program

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### SUMMARY

Award a demolition contract in the total amount of \$412,355.10 to Salenbien Trucking & Excavating to demolish 25 residential structures acquired through the Help for Hardest Hit Blight Elimination Program.

### BUDGETARY CONSIDERATIONS

Funding for these demolitions originates from the City's General Pooled Account. Upon full and satisfactory completion of the demolition, the City will request reimbursement from the Michigan State Housing Development Authority, which is limited to \$23,750 per property for acquisition and demolition costs. Cost allowance overruns in excess of \$23,750 will be paid with City Demolition Funds and/or Community Development Block Grant Demolition Funds (if an individual project is eligible and funds are available).

### HISTORY, BACKGROUND and DISCUSSION

On February 18, 2016, sealed bids to demolish 25 properties meeting the criteria of the Help for Hardest Hit Blight Elimination Program were opened and processed. When bidding for demolition contracts, contractors are required to submit pricing for the entire package and individual units (cost to demolish an individual structure); contractors also have the option to submit an alternate, discounted bid if awarded the entire package. Each bid package was carefully scrutinized separately to determine the most advantageous pricing for the City.

## DISCUSSION OF THE ISSUE

Three contractors submitted sealed bids with bid package totals as follows:

<b>Contractor</b>	<b>Total Bid Amount Submitted</b>
Salenbien Trucking & Excavating	\$434,058.00
Smalley Construction	\$470,640.00
Rickman Enterprise Group	\$496,019.40

Salenbien Trucking & Excavating was the only contractor submitting bids that elected to provide an alternate, discounted price if it were to receive all 25 properties in the bid package. Salenbien provided a 5% discount from its \$434,058.00 bid, which reduced its total bid amount to \$412,355.10, affording a \$21,702.90 cost savings to the City. This discounted price was also slightly lower than awarding multiple contracts based on low individual property cost.

As such, results of the analysis determined the City would realize the greatest cost savings by awarding a single contract based on the low alternate bid submitted by Salenbien Trucking & Excavating:

<b>Bid Type</b>	<b>Contractor</b>	<b>Total Amount</b>	<b>Savings to City</b>
Overall Low Bid	Salenbien Trucking & Excavating	\$434,058.00	
<b>Low Alternate Bid</b>	<b>Salenbien Trucking &amp; Excavating</b>	<b>\$412,355.10</b>	<b>\$21,702.90</b>
Individual Pricing	Various	\$413,998.00	

## POSITIONS

It is recommended that a single contract be awarded to Salenbien Trucking & Excavating in the amount of \$412,355.10 to demolish 25 residential structures through the Help for Hardest Hit Blight Elimination Program.

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### ATTACHMENTS

- Bid Tabulation
- Cost Analysis



**BID TABULATION FOR  
HELP FOR HARDEST HIT  
BLIGHT ELIMINATION PROGRAM - PACKAGE F  
MONDAY, JANUARY 4, 2016, 10:00 AM**

ITEM NO	ADDRESS LOCATION	BUILDING TYPE	Salenbien Trucking & Excavating, Inc. 9217 Ann Arbor Rd. Dundee, MI 48131							Smalley Construction 131 S. Main St. Scottville, MI 49454							Rickman Enterprise Group LLC 15533 Woodrow Wilson Street Detroit, MI 48238						
			DIRT	GRADE	SEED	SIDEWALK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DIRT	GRADE	SEED	SIDEWALK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DIRT	GRADE	SEED	SIDEWALK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST
1	138 W. Biddle St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	800.00	8,000.00	3,250.00	14,350.00	850.00	255.00	170.00	900.00	7,225.00	5,000.00	14,400.00	1,188.80	2,972.00	297.20	930.00	10,402.00	5,530.00	21,320.00
2	152 E. Mansion St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	2,500.00	6,250.00	400.00	11,450.00	816.00	245.00	163.00	2,340.00	6,936.00	500.00	11,000.00	713.00	1,784.00	178.40	2,240.00	6,244.00	560.00	11,719.40
3	154 Rockwell St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	6,000.00	9,600.00	675.00	18,575.00	1,350.00	405.00	270.00	5,430.00	11,475.00	700.00	19,630.00	1,236.80	3,092.00	309.20	1,820.00	10,822.00	780.00	18,060.00
4	185 W. Prospect St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	2,500.00	8,000.00	100.00	12,900.00	760.00	228.00	152.00	2,160.00	6,460.00	500.00	10,260.00	680.80	1,702.00	170.20	2,150.00	5,957.00	560.00	11,220.00
5	200 W. South St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	3,400.00	8,900.00	850.00	15,450.00	840.00	252.00	168.00	5,100.00	7,140.00	800.00	14,300.00	665.60	1,664.00	166.40	2,480.00	5,824.00	890.00	11,690.00
6	208 N. Dwight St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	1,600.00	7,800.00	1,950.00	13,650.00	1,160.00	348.00	232.00	1,710.00	9,860.00	1,500.00	14,810.00	893.60	2,234.00	223.40	1,890.00	7,819.00	1,660.00	14,720.00
7	222 W. Wesley St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	1,200.00	16,000.00	1,700.00	21,200.00	2,350.00	705.00	470.00	1,350.00	19,975.00	1,890.00	26,740.00	2,515.20	6,288.00	628.80	1,460.00	22,008.00	2,090.00	34,990.00
8	224 Damon St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	1,200.00	7,000.00	6,650.00	17,150.00	770.00	231.00	154.00	1,260.00	6,545.00	8,100.00	17,060.00	732.00	1,830.00	183.00	1,400.00	6,405.00	8,960.00	19,510.00
9	303 N. Van Dorn St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	5,000.00	6,000.00	600.00	13,900.00	1,300.00	390.00	200.00	7,000.00	11,110.00	600.00	20,600.00	763.20	1,908.00	190.80	1,410.00	6,678.00	670.00	11,620.00
10	330 E. High St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	2,800.00	8,000.00	475.00	13,575.00	750.00	225.00	150.00	2,280.00	6,375.00	600.00	10,380.00	936.00	2,340.00	234.00	2,180.00	8,190.00	670.00	14,550.00
11	445 W. Monroe St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	1,800.00	7,000.00	400.00	11,500.00	890.00	267.00	178.00	1,260.00	7,565.00	850.00	11,010.00	1,051.20	2,628.00	262.80	1,400.00	9,198.00	940.00	15,480.00
12	600 McBride St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	7,500.00	8,800.00	675.00	19,275.00	1,650.00	495.00	330.00	9,730.00	14,025.00	850.00	27,080.00	1,472.00	3,680.00	368.00	2,300.00	12,880.00	940.00	21,640.00
13	707 Christy Ave.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	2,700.00	8,000.00	14,575.00	27,575.00	1,140.00	342.00	228.00	2,190.00	9,690.00	15,500.00	29,090.00	946.40	2,366.00	236.60	2,090.00	8,281.00	17,130.00	31,050.00
14	845 Backus St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	3,600.00	7,000.00	0.00	12,900.00	627.00	188.00	125.00	3,330.00	5,330.00	0.00	9,600.00	772.80	1,932.00	193.20	3,460.00	6,762.00	0.00	13,120.00



**BID TABULATION FOR  
HELP FOR HARDEST HIT  
BLIGHT ELIMINATION PROGRAM - PACKAGE F  
MONDAY, JANUARY 4, 2016, 10:00 AM**

ITEM NO	ADDRESS LOCATION	BUILDING TYPE	Salenbien Trucking & Excavating, Inc. 9217 Ann Arbor Rd. Dundee, MI 48131							Smalley Construction 131 S. Main St. Scottville, MI 49454							Rickman Enterprise Group LLC 15533 Woodrow Wilson Street Detroit, MI 48238						
			DIRT	GRADE	SEED	SIDEWALK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DIRT	GRADE	SEED	SIDEWALK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DIRT	GRADE	SEED	SIDEWALK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST
15	919 Williams St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	4,400.00	6,000.00	2,875.00	15,575.00	930.00	279.00	186.00	3,400.00	7,905.00	2,500.00	15,200.00	938.40	2,346.00	234.60	3,200.00	8,211.00	2,770.00	17,700.00
16	938 S. Jackson St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	3,000.00	13,000.00	4,350.00	22,650.00	1,530.00	459.00	306.00	2,490.00	13,005.00	4,200.00	21,990.00	1,436.80	3,592.00	359.20	2,420.00	12,572.00	4,650.00	25,030.00
17	1032 Pigeon St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	1,500.00	10,000.00	3,200.00	17,000.00	1,520.00	456.00	304.00	1,550.00	12,920.00	2,900.00	19,650.00	1,171.20	2,928.00	292.80	1,700.00	10,248.00	3,210.00	19,550.00
18	1222 Williams St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	2,000.00	8,000.00	6,450.00	18,750.00	840.00	252.00	168.00	1,680.00	7,140.00	8,000.00	18,080.00	915.20	2,288.00	228.80	1,740.00	8,008.00	8,840.00	22,020.00
19	1407 Locust St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	3,200.00	7,500.00	775.00	13,775.00	1,130.00	339.00	226.00	2,600.00	9,605.00	660.00	14,560.00	1,051.20	2,628.00	262.80	2,560.00	9,198.00	730.00	16,430.00
20	1604 First St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	1,500.00	8,900.00	6,650.00	19,350.00	1,400.00	420.00	280.00	1,560.00	11,900.00	8,800.00	24,360.00	893.60	2,234.00	223.40	1,730.00	7,819.00	9,730.00	22,630.00
21	1617 Deyo St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	2,500.00	7,500.00	6,958.00	19,258.00	1,300.00	390.00	260.00	2,100.00	11,050.00	8,400.00	23,500.00	976.00	2,440.00	244.00	2,030.00	8,540.00	9,290.00	23,520.00
22	1401 Cooper St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	4,000.00	9,600.00	650.00	16,550.00	1,460.00	438.00	292.00	3,500.00	12,410.00	700.00	18,800.00	893.60	2,234.00	223.40	3,470.00	7,819.00	780.00	15,420.00
23	132 W. Morrell St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	5,400.00	8,800.00	16,620.00	33,120.00	1,632.00	490.00	326.00	7,500.00	13,872.00	16,120.00	39,940.00	1,306.40	3,266.00	326.60	4,200.00	11,431.00	17,820.00	38,350.00
24	800 Steward Ave.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	3,600.00	5,500.00	675.00	12,075.00	1,080.00	324.00	216.00	5,100.00	9,180.00	700.00	16,600.00	1,361.60	3,404.00	340.40	3,400.00	11,914.00	780.00	21,200.00
25	1122 Walker St.	EVERY STRUCTURE ON PROPERTY	1,800.00	250.00	250.00	850.00	10,000.00	9,355.00	22,505.00	1,130.00	339.00	226.00	600.00	9,605.00	10,100.00	22,000.00	931.20	2,328.00	232.80	670.00	8,148.00	11,170.00	23,480.00
<b>Total Bid</b>			<b>45,000.00</b>	<b>6,250.00</b>	<b>6,250.00</b>	<b>74,550.00</b>	<b>211,150.00</b>	<b>90,858.00</b>	<b>434,058.00</b>	<b>29,205.00</b>	<b>8,762.00</b>	<b>5,780.00</b>	<b>78,120.00</b>	<b>248,303.00</b>	<b>100,470.00</b>	<b>470,640.00</b>	<b>26,442.60</b>	<b>66,108.00</b>	<b>6,610.80</b>	<b>54,330.00</b>	<b>231,378.00</b>	<b>111,150.00</b>	<b>496,019.40</b>
<b>Discount if awarded all</b>			<b>412,355.10</b>																				

**H4HH - Bid Package G**

**Cost Analysis Conducted February 18, 2016**

<b>PIN</b>	<b>Address</b>	<b>Ward</b>	<b>Salenbien</b>	<b>Smalley</b>	<b>Rickman</b>	<b>Low Individual</b>
4-073900000	138 W Biddle St	5	\$ 14,350.00	\$ 14,400.00	\$ 21,320.00	\$ 14,350.00
5-170200000	152 E Mansion St	1	\$ 11,450.00	\$ 11,000.00	\$ 11,719.40	\$ 11,000.00
4-067600000	154 Rockwell St	1	\$ 18,575.00	\$ 19,630.00	\$ 18,060.00	\$ 18,060.00
4-163400000	185 W Prospect St	1	\$ 12,900.00	\$ 10,260.00	\$ 11,220.00	\$ 10,260.00
4-162500000	200 W South St	1	\$ 15,450.00	\$ 14,300.00	\$ 11,690.00	\$ 11,690.00
8-007200000	208 N Dwight St	2	\$ 13,650.00	\$ 14,810.00	\$ 14,720.00	\$ 13,650.00
4-019600000	222 W Wesley St	5	\$ 21,200.00	\$ 26,740.00	\$ 34,990.00	\$ 21,200.00
5-130600000	224 Damon St	1	\$ 17,150.00	\$ 17,060.00	\$ 19,510.00	\$ 17,060.00
7-035600000	303 N VanDorn St	2	\$ 13,900.00	\$ 20,600.00	\$ 11,620.00	\$ 11,620.00
5-223100000	330 E High St	1	\$ 13,575.00	\$ 10,380.00	\$ 14,550.00	\$ 10,380.00
1-0779.1000	445 W Monroe St	3	\$ 11,500.00	\$ 11,010.00	\$ 15,480.00	\$ 11,010.00
3-207400000	600 McBride St	6	\$ 19,275.00	\$ 27,080.00	\$ 21,640.00	\$ 19,275.00
3-057000000	707 Christy Ave	6	\$ 27,575.00	\$ 29,090.00	\$ 31,050.00	\$ 27,575.00
2-144600000	845 Backus St	4	\$ 12,900.00	\$ 9,600.00	\$ 13,120.00	\$ 9,600.00
4-086500000	919 Williams St	1	\$ 15,575.00	\$ 15,200.00	\$ 17,700.00	\$ 15,200.00
4-062300000	938 S Jackson St	1	\$ 22,650.00	\$ 21,990.00	\$ 25,030.00	\$ 21,990.00
5-104700000	1032 Pigeon St	1	\$ 17,000.00	\$ 19,650.00	\$ 19,550.00	\$ 17,000.00
4-100100000	1222 Williams St	1	\$ 18,750.00	\$ 18,080.00	\$ 22,020.00	\$ 18,080.00
6-167900000	1407 Locust St	2	\$ 13,775.00	\$ 14,560.00	\$ 16,430.00	\$ 13,775.00
3-239400000	1604 First St	6	\$ 19,350.00	\$ 24,360.00	\$ 22,630.00	\$ 19,350.00
6-112400000	1617 Deyo St	2	\$ 19,258.00	\$ 23,500.00	\$ 23,520.00	\$ 19,258.00
8-200000000	1401 Cooper St	3	\$ 16,550.00	\$ 18,800.00	\$ 15,420.00	\$ 15,420.00
4-070500000	132 W Morrell St	5	\$ 33,120.00	\$ 39,940.00	\$ 38,350.00	\$ 33,120.00
2-1492.2000	800 Steward Ave	4	\$ 12,075.00	\$ 16,600.00	\$ 21,200.00	\$ 12,075.00
8-247300000	1122 Walker St	3	\$ 22,505.00	\$ 22,000.00	\$ 23,480.00	\$ 22,000.00

**Total: \$ 434,058.00 \$ 470,640.00 \$ 496,019.40 \$ 413,998.00**

**Low Alternate Bid: \$ 412,355.10** \$ - \$ -

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Patrick H. Burch, City Manager 

**DATE:** February 23, 2016

**SUBJECT:** Replacement of the upper roof systems on the Hayes Hotel.

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**Recommendation:**

Approve the award of a unit price contract for the replacement of the upper roof systems on the Hayes Hotel to Billy White Roofing LLC with a base amount of \$227,000 and authorize the City Manager to approve any and all change orders required to complete the project.

Attached is a memo from Jennifer Morris, Director of Neighborhood and Economic Operations, and Brian Taylor, Chief Building Official, regarding the submitted sealed bids for the replacement of the upper roof systems on the old Hayes Hotel. This project is necessitated by the deteriorating condition of several components of the Hayes Hotel which remains a vital component of our overall economic development strategy. In fact, the interest in the building remains quite strong, with several viable applicants considering a formal submission. However, in the interim we continue to clean the building by removing non-structural partitions/walls, drop ceilings, and excess wiring/duct work. These efforts, combined with the removal of the carpeting and the replacement of the remaining roof structures (lower roofs were already replaced) will ensure that the structure is more adequately protected from the elements.

I recommend entering into a unit price contract with Billy White Roofing LLC, with a base amount of \$227,000, for the replacement of the upper roof systems on the old Hayes Hotel. Much like prior projects at the Hayes Hotel, these funds will come from the DDA Project Fund 496. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Jennifer Morris, Director of Neighborhood and Economic Operations  
Brian Taylor, Chief Building Official 

**DATE:** February 23, 2016

**RECOMMENDATION:** Award the unit price contract for the replacement of the upper roof systems on the Hayes Hotel to Billy White Roofing LLC at a base amount of \$227,000

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### SUMMARY

As per our purchasing policy we sought sealed bids for the replacement of the upper roof systems on the Hayes Hotel. Three (3) contractors submitted bids, including Billy White Roofing LLC, McDonald Roofing, and North-Ply Contracting Co. The two (2) low bidders were Billy White Roofing (\$227,000) and McDonald Roofing (\$235,514). They each proposed a TPO white membrane roofing system with the above noted base amounts.

### BUDGETARY CONSIDERATIONS

The based price and subsequent unit costs will be charged to the DDA Project Fund 496.

### BACKGROUND and DISCUSSION

This project is necessitated by the deteriorating condition of several components of the Hayes Hotel. In the interim we continue to clean up the building by removing non-structural partitions/walls, drop ceilings, and excess wiring/duct work. These efforts, combined with the removal of the carpeting and the replacement of the remaining roof structures (lower roofs were already replaced) will ensure that the structure is more adequately protected from the elements.

### POSITIONS

Award the unit price contract to Billy White Roofing LLC with a base amount of \$227,000.

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ATTACHMENTS



**Bid Tabulation For  
TPO WHITE MEMBRANE ROOFING SYSTEM  
AT 228 W. MICHIGAN AVENUE**

		<b>Billy White Roofing LLC 1710 E. High St. Jackson, MI 49203</b>	<b>McDonald Roofing 3960 Ann Arbor Jackson, MI 49202</b>	<b>North-Ply Contracting Co. 124 W. Louis Glick Highway Jackson, MI 49201</b>
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>
1	Main upper roof and two (2) upper roof sections - 9400 sq. ft.	183,958.00	197,851.00	220,000.00
2	Lower NE roof - 1080 sq. ft.	21,527.00	20,229.00	25,000.00
3	Lower NW roof - 900 sq. ft.	17,613.00	17,304.00	21,000.00
4	6th story N roof - 150 sq. ft.	3,902.00	8,830.00	4,000.00
	<b>TOTAL BID</b>	227,000.00	244,214.00	270,000.00
	<b>NEGOTIATED PRICE</b>	227,000.00	235,214.00	
<b>OPTIONAL PRICING</b>				
	R24 flat insulation with dished roof drain system	DEDUCT \$27,000	213,900.00 All Areas	240,000.00
<b>UNIT COSTS</b>				
	Replace drain inserts or removal and replacement of drains if determined insert replacement inadequate	2,000.00/unit	600.00/unit	1,500.00/unit
	<b>NEGOTIATED PRICE:</b> Replace drain inserts or removal and replacement of drains if determined insert replacement inadequate	\$600 retrofit drain \$2000 complete drain removal	600.00/unit	
	Drain cleaning if deemed necessary	600.00/unit	500.00/unit	250.00/unit
	Horizontal roof drain piping if discovered during project that drain piping is cracked or damaged	100.00/unit cost per ft.	125.00/unit cost per ft.	20.00/unit cost per ft.
	Fabricate and replace damaged limestone caps around perimeter up upper roof lines	1,000/unit	800/unit	1,500.00/unit
	Walking mat installation	20.00/unit cost per ft.	35.00/unit cost per ft.	13.00/unit cost per ft.
	Tuck pointing for unforeseen areas behind concealed areas	\$10/square foot	\$30.00 LF	/unit
	<b>NEGOTIATED PRICE:</b>	\$10/square foot	\$15/square foot	