



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

AGENDA - CITY COUNCIL MEETING

July 12, 2016

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE** - Invocation by Invocation by Reverend Kerry Taylor-Snyder, First Congregational Church, UCC.
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **CITIZEN COMMENTS (3-Minute Limit).**
6. **PRESENTATIONS/PROCLAMATIONS.**
7. **PETITIONS & COMMUNICATION (Accept & Place on File).**
8. **CONSENT CALENDAR.**
 - A. **Minutes of the Regular Meeting of June 28, 2016:**
Approve the minutes of the regular City Council meeting of June 28, 2016.
 - B. **Civil Service Commission Reappointment:**
Mayor's recommendation to reappoint Alice J. Lewis to the Civil Service Commission for a three year term beginning September 1, 2016, and ending August 31, 2019.
 - C. **Public Arts Commission Appointment (Commissioner):**
Mayor's recommendation to appoint Brenda C. Pilgrim to serve as a Commissioner on the Public Arts Commission for a three year term beginning immediately, and ending May 28, 2019. (In accordance with the Public Arts Commission recommendation.)

- D. Public Arts Commission Appointment (Statutory Ex-Officio):**
Mayor's recommendation to appoint Katherine A. Gigliotti to represent Ella Sharp Museum of Art and History, to serve as an Ex-Officio, filling a current vacancy, beginning immediately and ending May 28, 2018.
- E. Removal of Jeannette Woodard from City Boards and Commissions:**
Mayor's recommendation to remove Jeannette Woodard from the Downtown Development Authority and the Historic District Commission in accordance with City Code, Chapter 2, Section 2-261.
- F. Charity Car Show:**
Approve a request from Nautique LLC/McThirsty's Pub to conduct its Annual Charity Car Show event on Saturday, August 6, 2016, from 11:00 a.m. to 4:00 p.m. at North Horton St., between Ganson St. and Leroy St.
- G. Juvenile Diabetes Research Foundation - JDRF One Walk:**
Approve a request from Juvenile Diabetes Research Foundation to conduct its 18th Annual JDRF One Walk event on Saturday, September 10, 2016, from 10:00 a.m. to 12:00 p.m., at Ella Sharp Park, near the playground.
- H. Jackson Family Fall Festival:**
Approve a request from St. John Elementary School to conduct its 13th Annual Family Fall Festival event on Friday, September 16; Saturday, September 17, and Sunday, September 18, 2016, at St. John's school grounds, and fireworks at Nixon Park.
- I. Amazing Race Jackson:**
Approve a request from Think Jackson, LLC, to conduct its 3rd Annual Amazing Race Jackson event on Saturday, August 13, 2016, from 7:00 a.m. to 10:00 p.m., at Riverwalk Amphitheatre, One Energy Plaza.

9. PUBLIC HEARINGS.

- A. Public Hearing - 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program:**
Public hearing regarding the use of approximately \$24,899.00 in FY 2016-2017 JAG funds by the City for the purchase of a new canine and necessary associated equipment.
- B. Meterless Parking System:**
Public hearing on the necessity of continuing the meterless parking system in the downtown area for the City for Fiscal Year 2016-17.

- *C. **Obsolete Property Rehabilitation Act (OPRA) District:**
Public hearing regarding the creation of an Obsolete Property Rehabilitation Act (OPRA) District in an area with the boundaries of Louis Glick Highway to the north and W. Washington Avenue to the south.

10. **OTHER BUSINESS.**

- A. **Ordinance No. 2016-16 - Chapter 18 (Second/Final Reading).**
Recommendation: Final adoption of Ordinance No. 2016-16, amending Chapter 18, City Code, to eliminate language no longer applicable for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.
- B. **Ordinance No. 496 - 2016-17 Non-Union Pay Scale (Second/Final Reading).**
Recommendation: Final adoption of Ordinance No. 496, establishing compensation rates for non-union administrative and supervisory employees of the City of Jackson.
- C. **2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.**
Recommendation: Approve a Memorandum of Understanding for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and authorize the City Manager to sign the appropriate document.
- D. **Corrective Resolutions for Special Assessment Roll Nos. 4235, 4239, 4260 and 4267.**
Recommendation: Consider the following Corrective Resolutions for: Special Assessment Roll No. 4235, Delinquent Miscellaneous CDBG Fund; Special Assessment Roll No. 4239, Delinquent Miscellaneous Code Enforcement Fund; Special Assessment Roll No. 4260, Delinquent Miscellaneous Code Enforcement Fund, and Special Assessment Roll No. 4267, Delinquent Miscellaneous Public Works Fund.
- E. **Meterless Parking System.**
Recommendation: Consider a resolution determining the necessity of continuing the meterless parking system, ordering the City Assessor to prepare Special Assessment Roll No. 4268, and establishing August 23, 2016, at the City Council meeting as the time and place to hold a public hearing confirming the meterless parking system assessment roll.
- F. **High Service Pumping Station Engineering Professional Services Agreement.**
Recommendation: Amend the Professional Services Agreement with Hubbell, Roth and Clark (HRC) for an additional \$35,170.00, increasing the total engineering cost from \$136,330.00 to \$171,500.00 for added design work on the Water Treatment Plant high service pumping station.

- G. **Amendment 4 - 2014 Major Street Design and Engineering Contract.**
Recommendation: Approve Amendment 4 to the contract for 2014 Major Street Design and Engineering with Hubbell, Roth & Clark, Inc. (HRC), Bloomfield Hills, at a not-to-exceed cost of \$87,000.00, and authorize the City Manager and City Engineer to sign the contract documents.

11. **NEW BUSINESS.**

- A. **Resolution Creating an Obsolete Property Rehabilitation Act (OPRA) District.**
Recommendation: Approve a resolution creating an Obsolete Property Rehabilitation Act (OPRA) District in an area with the boundaries of Louis Glick Highway to the north and W. Washington Avenue to the south.
- B. **Ordinance - Repealing Section 14.91, and Portions of Section 14.42.1 (First Reading).**
Recommendation: Consider an ordinance amending Chapter 14, Sections 14-9.1 and 14-42.1, City Code, to eliminate the optional three year non-owner occupied residential property registration and inspection cycle.
- C. **MML Annual Convention - Voting Delegate.**
Recommendation: Nominate and elect Mayor Bill Jors to serve as the voting delegate, and Vice Mayor Derek Dobies to serve as the alternate voting delegate to represent the City at the Annual Michigan Municipal League Convention to be held on Mackinac Island, from September 14 -16, 2016.
- D. **Jackson Public Arts Commission Public Arts Panels Project.**
Recommendation: Consider a request from the Jackson Public Arts Commission to use nine (9) vacant lots within the City limits to install Public Arts Panels.
- E. **Lease-Purchase of 2017 Ford F-550 Bucket Truck.**
Recommendation: Approve the lease-purchase of a new 2017 Ford F-550 bucket truck from Cannon Truck Equipment, Shelby Township, through the State of Michigan MiDeal purchasing contract #071B2200263 for a proposed lease period of four (4) annual payments of \$30,417.00 per year.
- F. **Wastewater Treatment Rate Study Professional Services Agreement.**
Recommendation: Approve a Professional Services Agreement with Burton and Associates, to conduct a rate study and design a rate structure to recover wastewater treatment costs in accordance with service agreements between the City of Jackson and the Township customer communities serviced by the City's Wastewater Treatment Plant.

- G. 2016 Downtown Streets and Parking Lot Rehabilitation Project.**
Recommendation: Approve an award for the 2016 Downtown Streets and Parking Lot Rehabilitation project to Bailey Excavating, at a cost of \$1,648,650.96, and authorize the Mayor and City Treasurer/Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.
- H. Jackson Area Association of Realtors, Inc., Purchase Agreement.**
Recommendation: Approve the Purchase Agreement with the Jackson Area Association of Realtors, Inc., for 124 W. Mason, 126 W. Mason, and 127 W. Mason Street, authorize the City Manager to sign the Agreement, and authorize the City Manager and City Attorney to make minor modifications to the Agreement if needed.
- I. Jackson Area Association of Realtors, Inc., Development Agreement.**
Recommendation: Approve a Development Agreement with the Jackson Area Association of Realtors, Inc., for 124 W. Mason, 126 W. Mason, and 127 W. Mason Street, authorize the City Manager to sign the agreement, and authorize the City Manager and City Attorney to make minor modifications to the Agreement if needed.
- J. Award of Glidden Parker Mural Building Construction Contract.**
Recommendation: Award a contract to O'Harrow Construction Company, Jackson, in the amount of \$624,330.00 for the construction of a building to display the Glidden Parker Mural, also known as the CP Federal City Square.
- K. Award of Demolition Contract for 16 Properties.**
Recommendation: Award two Demolition Contracts in the total amount of \$244,110.00 through the Help for Hardest Hit Blight Elimination Program as follows:
Smalley Construction, 15 properties, \$220,120.00, and
Lester Brothers, one (1) property, \$23,990.00.
- L. PILOT Ordinance for Future Owners of Otsego Apartments.**
Recommendation:
 1. Repeal Ordinance No. 492 which granted a PILOT to Otsego Elderly Limited Dividend Housing Association, LLC; and
 2. Approve a new PILOT Ordinance for the future owners of the Otsego Apartments.
- M. Addendum to Development Agreement for the Otsego Apartments.**
Recommendation: Approve an addendum to a Development Agreement with the Otsego Elderly Limited Dividend Housing Association LLC for the Otsego Apartments.

12. EXECUTIVE SESSION to discuss a written legal opinion and pending litigation.
13. RETURN TO OPEN SESSION.
14. CITY COUNCILMEMBERS' COMMENTS.
15. MANAGER'S COMMENTS.
16. ADJOURNMENT.



CITY COUNCIL MEETING MINUTES

June 28, 2016

CALL TO ORDER:

The Jackson City Council met in regular session in the City Hall and was called to order at 6:33 p.m. by Mayor Bill Jors.

PLEDGE OF ALLEGIANCE - INVOCATION:

The Council joined in the Pledge of Allegiance. Invocation was given by Daniel P. Greer, 3rd 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 Treasurer/Clerk Andrew J. Wrozek, Jr., City Assessor David Taylor, Lieutenant Christopher Simpson, Deputy Fire Chief Dave Wooden, Director of Neighborhood and Economic Operations Jennifer Morris, and Assistant City Manager/Operations Jonathan Greene.

ADOPTION OF AGENDA:

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

CITIZEN COMMENTS:

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

PRESENTATIONS/PROCLAMATIONS:

A. Special Tribute - Consumers Energy.

The Mayor and City Council will present a Special Tribute honoring Consumers Energy for their continued commitment to the Jackson Community by creating and locating its Innovation Center in downtown Jackson. Anthony Parker, representing Consumer's Energy received the Special Tribute.

PETITIONS & COMMUNICATION: none.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of June 14, 2016:

Approve the minutes of the regular City Council meeting of June 14, 2016.

B. Jackson County Comprehensive Traffic Safety Project:

Approve the appointment of Councilmember Craig Pappin to the Jackson County Comprehensive Traffic Safety Project, serving as the City Council representative, beginning immediately, and ending April 1, 2017, and recommend appointment to the Jackson County Board of Commissioners.

C. Establishment of a Public Hearing - 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program:

Schedule a public hearing to be held at the July 12, 2016, City Council meeting regarding the use of approximately \$24,899.00 in FY 2016 Justice Assistance Grant (JAG) funds by the City for the purchase of a new canine and necessary associated equipment.

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

PUBLIC HEARINGS:

Mayor Jors closed the regular City Council Meeting and opened the Public Hearing on Item A for comments.

A. Public Hearing - PA 255 Commercial Redevelopment District.

Public hearing to establish a Commercial Redevelopment District within the area bounded by Louis Glick, North Jackson, Pearl Street, and Blackstone, along with the City owned property in the block south.

Invitation for public comment was made. Peter Bormuth spoke in favor of the District. Susan Murdie spoke of concerns. John Wilson spoke

of concerns. Don Finelli, owner of Commonwealth Commerce Center spoke in favor of the District. John Burtka spoke favorably in regards to both Districts. No further public comments.

Mayor Jors closed the Public Hearing for Item A and opened the Public Hearing on Item B for comments.

B. Public Hearing - PA 210 Commercial Rehabilitation District.

Public hearing to establish a Commercial Rehabilitation District within the area bounded by Louis Glick, North Jackson, Pearl Street, and Blackstone, along with the City owned property in the block south.

Invitation for public comment was made. Peter Bormuth spoke of concerns.

Mayor Jors closed the Public Hearing on Item B and opened the Public Hearing on Item C for comments, then learned Item C is being pulled from the Agenda at this time.

C. Public Hearing - Meterless Parking.

Public hearing on the necessity of continuing the meterless parking system in the downtown area of the City for FY 2016-2017.

Removed from the Agenda. No discussion.

OTHER BUSINESS:

A. Ordinance - Fire Prevention and Protection (Second/Final Reading).

Recommendation: Final adoption of Ordinance No. 2016-13, amending Chapter 10, City Code, to adopt language from the International Code Council's 2015 International Fire Code.

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

B. Ordinance - NOORP Registration and Inspection Cycle (Second/Final Reading).

Recommendation: Final adoption of Ordinance No. 2016-14, amending Chapter 14, Sections 14-9.1 and 14-42.1, City Code, to eliminate the optional three year non-owner occupied residential property registration and inspection cycle.

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

C. Ordinance - Employee Retirement System (ERS) Pension (Second/Final Reading).

Recommendation: Final adoption of Ordinance No. 2016-15, amending Chapter 2, Section 2-509, City Code, to establish age and length of service provisions for retirement from the City of Jackson Employee Retirement System.

Motion was made by Councilmember Dobies, seconded by Councilmember Greer to adopt the ordinance. Votes - Yeas: Mayor Jors, Councilmembers Dancy, Greer, Pappin, Frounfelker, and Dobies (6). Nays: Councilmember Robinson (1). Motion carried.

D. Resolution - Meterless Parking.

Recommendation: Resolution determining the necessity of continuing the meterless parking system, ordering the City Assessor to prepare Special Assessment Roll No. 4268, and establishing July 12, 2016, at the City Council meeting as the time and place to hold a public hearing confirming the meterless parking system assessment roll.

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

E. Corrective Resolution - Special Assessment Roll 4253.

Recommendation: Approve a Corrective Resolution for Special Assessment Roll No. 4253 for Delinquent Miscellaneous Code Enforcement Account Receivables, confirmed April 24, 2015.

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

F. Amendment 1 - Engineering and Design Contract, Kibby Road - West Avenue to City Limits.

Recommendation: Approve Amendment 1 to the contract for Kibby Road Design and Engineering with Mannik Smith Group, Monroe, at a not-to-exceed cost of \$23,500.00, and authorize the City Manager and City Engineer to sign the contract documents.

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

G. Renewal of Liability and Property Insurance with Michigan Municipal League Liability & Property Pool.

Recommendation: Approve the renewal of the City of Jackson's liability and property insurance with the Michigan Municipal League's Liability and Property Pool.

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

NEW BUSINESS:

A. Ordinance - Chapter 18 (First Reading).

Recommendation: Consider an ordinance amending Chapter 18, City Code, to eliminate language no longer applicable for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Motion was made by Councilmember Greer, seconded by Councilmember Dobies to approve the ordinance and advance to the second reading and final adoption. Votes - Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin, Frounfelker, and Dobies (7). Nays: none. Motion carried.

B. Ordinance - 2016-17 Non-Union Pay Scale (First Reading).

Recommendation: Consider Ordinance establishing compensation rates for non-union administrative and supervisory employees of the City of Jackson.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve the ordinance and advance to the second reading and final adoption. Votes - Yeas: Mayor Jors, Councilmembers Dancy, Greer, Pappin, Frounfelker, and Dobies (6). Nays: Councilmember Robinson (1). Motion carried.

C. Resolution - Establishing a Commercial Redevelopment District.

Recommendation: Resolution establishing a Commercial Redevelopment District.

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

D. Resolution - Establishing a Commercial Rehabilitation District.

Recommendation: Resolution establishing a Commercial Rehabilitation District.

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

E. Resolution - Budget Amendments for Fiscal Year 2015-16.

Recommendation: Approve a Budget Resolution amending the budget for Fiscal Year 2015-16.

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

F. Resolution - Tax Reverted Property Acquisitions.

Recommendation: Approve a resolution to exercise the City of Jackson's Right of First Refusal under PA 123 of 1999, for inclusion in the Help for Hardest Hit Blight Elimination Program.

Motion was made by Councilmember Dobies, seconded by Councilmember Dancy to approve the resolution. Votes - Yeas: Mayor Jors, Councilmembers Dancy, Greer, Pappin, Frounfelker, and Dobies (6). Nays: Councilmember Robinson (1). Motion carried.

G. Resolution - Amend the FY 2015-16 HOME Investment Partnerships Budget.

Recommendation: Approve a resolution to amend the HOME Investment Partnerships budget for fiscal year 2015-16, and reallocate unutilized excess program income and interest for use in the Community Housing Development Organization (CHDO) Acquisition/Development/Rehabilitation funding.

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

H. Funding Letters for Pension Systems.

Recommendation: Receive the actuarial valuations as of June 30, 2015, for the ACT 345 Retirement System, the Employees Retirement System, and the Policemen's and Firemen's Retirement System, and approve the actuarial funding necessary for the fiscal year 2016-2017.

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

I. Region 2 Planning Commission Request for a Unified Work Program Amendment.

Recommendation: Consider a request from Region 2 Planning Commission for the City's participation in a Non-motorized Plan for the entirety of Jackson County with a local match of \$5,000.00 from the City, and authorize the Mayor to sign the appropriate document(s).

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

J. Employee Uniform Supply Contract.

Recommendation: Approve the 2016-2018 Employee Uniform Supply Contract with Cintas Corporation, Westland, in the amount of \$17,296.24.

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

K. Property Transfer and Development Agreement - 1125 Woodbridge.

Recommendation: Approve a Property Transfer and Development Agreement for 1125 Woodbridge, and authorize the Mayor to sign the agreement and Quit Claim deed.

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

- L. Property Transfer and Development Agreement - 840 Backus St.**
Recommendation: Approve a Property Transfer and Development Agreement for 840 Backus St., and authorize the Mayor to sign the Agreement and Quit Claim Deed.

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

- M. Consumers Energy Invoice - Louis Glick & Jackson Street Relocation.**
Recommendation: Approve payment of an invoice from Consumers Energy for the relocation of Louis Glick and Jackson Street, in the amount of \$74,500.00.

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

- N. Purchase Agreement - Jackson Downtown Partners, LLC.**
Recommendation: Approve the Purchase Agreement with Jackson Downtown Partners, LLC, and authorize the City Manager to sign the Agreement.

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

- O. Option Agreement - Home Renewal System, LLC.**
Recommendation: Approve the Option Agreement with Home Renewal System, LLC, and authorize the City Manager to sign the agreement.

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

- P. Resolution for Local Government Approval Liquor License for Urban Restaurants LLC -** Approve the Resolution for Local Government Approval using the attached Michigan Liquor Control Commission form for Urban Restaurants, LLC and separate Resolution placing conditions on the Resolution for Local Approval for a new bar permit on property west of 151 W. Michigan Avenue.

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

CITY COUNCILMEMBERS' COMMENTS.

MANAGER'S COMMENTS.

EXECUTIVE SESSION to discuss collective bargaining and a written legal opinion:

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

CONTINUATION OF OTHER BUSINESS:

A. Consider MAPE collective bargaining proposal.

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

B. Purchase Agreement - Detroit Entrepreneur Development LLC.

Recommendation: Approve the Purchase Agreement with Detroit Entrepreneur, and authorize the City Manager to sign the Agreement.

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

C. Development Agreement - Detroit Entrepreneur Development LLC.

Recommendation: Approve the Development Agreement with Detroit Entrepreneur Development LLC, and authorize the City Manager to sign the Agreement.

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

ADJOURNMENT:

No further business being presented, Motion was received to adjourn by Councilmember Robinson, seconded by Councilmember Dobies. Motion carried. Mayor Jors closed the meeting at 9:13 p.m.

MEMO TO: City Councilmembers
FROM: Bill Jors, Mayor
DATE: July 12, 2016
SUBJECT: Civil Service Commission

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint Alice J. Lewis to the Civil Service Commission for a three year term, beginning September 1, 2016, and ending August 31, 2019.

In accordance with City Code, Sec. 2-301, Charter Section 7.7, the Mayor appoints with Council confirmation, five members to three year terms. The members must have been registered electors in the City for at least two years.

It is my desire, therefore, to reappoint Alice J. Lewis to the Civil Service Commission for a three year term, beginning September 1, 2016, and ending August 31, 2019.

BJ:skh

CITY OF JACKSON BOARD/COMMISSION APPLICATION

NAME: Alice J. Lewis
ADDRESS: 233 Damon St, Jackson ZIP: 49203
HOME PHONE: 572 782 4094 OTHER PHONE: 395-7203
E-MAIL ADDRESS: Alicelewis371@gmail.com
OCCUPATION: Retired

COMMUNITY INVOLVEMENT

President for the City of Jackson Volunteer for Center for
Human Relations Commission Family Health,

Are you registered voter? Yes Ward? 1st

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

1. Civil Service Commission
2. _____
3. _____

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

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Alice J. Lewis 10-30-10
Signature of Applicant Date

MEMO TO: City Councilmembers
FROM: William C. Jors, Mayor
DATE: July 12, 2016
SUBJECT: Public Arts Commission Appointments

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Brenda C. Pilgrim to serve as a Commissioner on the Public Arts Commission for a three-year term beginning immediately, and ending May 28, 2019.

Approve the Mayor's recommendation to appoint Katherine A. Gigliotti to represent Ella Sharp Museum of Art and History, to serve as an Ex-Officio filling a current vacancy, beginning immediately and ending May 28, 2018.

Created under Ordinance No. 2015.13, adopted on April 28, 2015. Five (5) members nominated by the Mayor and approved by City Council, who shall be residents of the City. Members shall be appointed staggered terms and after the initial Commission is formed all members thereafter will serve 3-year terms. Members shall have experience and/or an interest in the placement, creation, or designation of public art. The Arts Commission may appoint up to three (3) appointed ex-officio members, the City Manager or his/her designee, one City Councilmember, and one representative of Ella Sharp Museum of Art and History. Ex-officio members will be appointed to 3-year terms.

In concurrence with the Public Arts Commission recommendation, I am, therefore, recommending the appointment of Brenda C. Pilgrim to serve as a Commissioner for a three-year term filling a current vacancy, beginning immediately and ending May 28, 2019.

I am also recommending in concurrence with the Public Arts Commission's recommendation to appoint Katherine A. Gigliotti to represent the Ella Sharp Museum of Art and History, to serve as an Ex-Officio filling a current vacancy beginning immediately and ending May 28, 2018.

WCJ:skh

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jackson Public Arts Commission
Janet Meyer, Chair

DATE: July 12, 2016

SUBJECT: Appointment of New Commissioners

Jackson Public Arts Commission requests the approval of Brenda C. Pilgrim to serve as a member of JPAC for a three year term filling a current vacancy.

JPAC further requests the approval of Katherine A. Gigliotti to represent Ella Sharp Museum of Art and History as a Statutory Ex-Officio filling a current vacancy.

All terms are effective immediately.



CITY OF JACKSON BOARD/COMMISSION APPLICATION

NAME: Brenda C Pilgrim

ADDRESS: 1307 Lansing Ave Jackson Michigan ZIP: 49202

HOME PHONE: 517.783.5430 OTHER PHONE: 517.414.7822

E-MAIL ADDRESS: b.pilgrim@sbcglobal.net

OCCUPATION: Nonprofit Development

COMMUNITY INVOLVEMENT

Board Member Center for Family Health Former Board Member JSO

Former Board Member AWARE

Are you a registered voter? Yes Ward? 3

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

1. Jackson Public Art Commission 2. _____

3. _____

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

I have a strong and long standing involvement in the arts in Jackson. My involvement includes directing, acting, and singing.

I have served on multiple boards in Jackson and have been active in the community since moving to the area

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Brenda C Pilgrim
Signature of Applicant

May 17, 2016
Date

BRENDA C. PILGRIM

1307 Lansing Avenue, Jackson, Michigan 49202 517-783-5430 b.pilgrim@sbcglobal.net

CORE COMPETENCIES

- Effective verbal and written communication skills
- Advanced people and resource management skills
- Strategic development, planning and implementation expertise
- Proven relationship building record
- Highly regarded public speaking and training expertise

PROFESSIONAL EXPERIENCE

The Dahlem Conservancy, Jackson Michigan Present Position
Development Director

- Responsible for all phases of Dahlem's fundraising and development work, with emphasis on the Benevon fundraising model.
- Provides leadership for the Board's Development Committee. Directs assignments of volunteers. Responsibilities then include training volunteers; and planning and assigning work.
- Serves as Team Leader to the Board's Development Committee, coordinating specific events and cultivation practices.
- Communicate with and provide support to the Executive Director and other staff team to ensure the smooth operation of The Dahlem Conservancy, and overall effectiveness of the Conservancy and its mission and vision.

Brenda Pilgrim for State Representative District 64, Jackson, Michigan 2014
Candidate

- Developed and presented election platform to over 20 organizations ranging in size from 5 – 500+ members (*UAW retirees, UAW 6000, NAACP, MEA, JTV, BPW, Women 4 equity, MLive, Jackson Chamber, Firefighters, AFSCME, AP Gov classes, Jackson Dems, Emily's List, Utility workers, Teamsters, Sandstone Twp, Lilly Missionary Baptist, Back to school Talent Show, County Convention*)
- Oversaw development and implementation of multimedia public relations, marketing and advertising campaign, including social media, legacy media, and online media outlets
- Raised over \$17,000 in contributions from over 115 individuals and organizations
- Inspired 72 volunteers to make over 10,000 phone calls and over 8000 door-to-door visits in every part of the district
- Received 11 endorsements from a variety of community organizations including: UAW Region 1-D, AFL-CIO, AFT, MEA, IBEW, UFCW, Smart Union Transportation Division, MI List, Emily's List, MI Women Win, Sierra Club

The Salvation Army, Grand Rapids, Michigan 2009
Regional Development Coordinator

- Updated and maintained donor files to specify donor giving needs and direction.
- Compiled monthly reports of income streams and monitored donor gifts by size, regularity and recognition requests.
- Trained field personnel and volunteers on development, mission and confidentiality of The Salvation Army.
- Designed, prepared and monitored communications with donor base through database.

American Cancer Society, Jackson Michigan 2003-2008
Area Executive Director

- Created and directed annual area work plan.
- Created and directed the area goals and annual individual work plan for each staff member based on their individual skill level.
- Annually evaluated the performance of each staff member, and provided feedback-using tools provided by the ACS to develop necessary skill sets.
- Developed and monitored the annual operating budget

Jackson Affordable Housing Corporation, Jackson Michigan 1999-2003
Marketing Coordinator

- Reviewed existing publicity materials and evaluated the need for updates.
- Coordinated fund-raising events and expanded marketing opportunities.
- Compiled statistical data and authored reports in compliance with the reporting requirements.

Irish Hills Girl Scout Council, Jackson, Michigan 1995-1999
Executive Staff, Council Outreach Programs and Younger Girl Programs

- Responsible for creating program designs that focused on the needs of children in kindergarten through 6th grade.
- Conducted needs assessment to identify resources required to assist underserved male and female youth populations throughout a three-county area.
- Authored intra-agency publications, multimedia press releases, and membership bulletins.
- Worked in collaboration with other human service groups and organizations to ensure that the needs of area youth were addressed.
- Assisted with the research and preparation of grant proposals.

EDUCATION AND TRAINING

Marycrest College, Davenport, Iowa

- Bachelor of Arts degree in Communications

PROFESSIONAL AFFILIATIONS AND AWARDS

- Susan B. Anthony Award 2004 - Jackson Women's History Council
- Sojourner Truth Award 2004 - Jackson Club National Association of Negro Business & Professional Women, Inc.
- Board member for The Center for Family Health
- Board member Jackson Symphony Orchestra;
- Board member Jackson Symphony Orchestra Guild
- Board member AWARE, Inc.



CITY OF JACKSON BOARD/COMMISSION APPLICATION

NAME: Katherine A. Gigliotti
ADDRESS: 3950 Applegrove Ln. Lansing, MI ZIP: 48911
HOME PHONE: 586-206-5666 OTHER PHONE: _____
E-MAIL ADDRESS: brownk43@gmail.com
OCCUPATION: Museum Education Coordinator - Ella Sharp Museum

COMMUNITY INVOLVEMENT

volunteer - Michigan Victory volunteer - Lyle Tarrant Center
Games (Jackson Tigers)

Are you a registered voter? yes Ward? N/A

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

- 1. JPAL
- 2. _____
- 3. _____

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

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Katherine A. Gigliotti
Signature of Applicant

5/15/16
Date

MEMO TO: City Councilmembers

FROM: Bill Jors , Mayor 

DATE: July 12, 2016

SUBJECT: Recommendation of Removal of Jeannette Woodard From City Boards and Commissions

RECOMMENDATION:

Mayor's recommendation to remove Jeannette Woodard from the Downtown Development Authority and the Historic District Commission in accordance with City Code, Chapter 2, Section 2-261.

In accordance with City Code, Chapter 2, Section 2-261 a City Commission or Board Member may be recommended for removal due to malfeasance, misfeasance, and nonfeasance. It has come to my attention the Jeanette Woodard has conducted herself as such at Board meetings. A letter has been sent to Ms. Woodard calling this to her attention, and offering her the option of a hearing. She in turn has responded with a reply of not wanting a hearing.

It is my recommendation, therefore, to remove Jeannette Woodard from the Downtown Development Authority and the Historic District Commission in accordance with City Code, Chapter 2, Section 2-261.

BJ:skh

APP-CC

June 15, 2016

William C. Jors
Mayor, City of Jackson

RE: Your letter dated May 23, 2016 to Jeannette Woodard

Mr. Jors

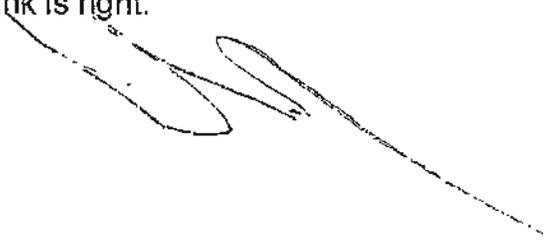
I have received your letter referenced above.

I have no intention of resigning from the Historic District Commission or the Downtown Development Authority. And after nearly 30 years of serving on various boards, providing hundreds of hours of free professional services to the people of the City of Jackson, I certainly do not intend to go to a hearing and beg to be allowed to continue to do so.

The current city ordinance, which prevents professionals of all stripes from representing their clients in front of the board on which they serve, even though they have made their conflict clear and recuse themselves from any vote on the conflicting issues, is contrary to the principals on which our system of governance by citizens is based. Without the voluntary services of knowledgeable Professional Architects, Engineers and Attorneys, Financial Professionals, Real Estate Professionals and Bankers, our committees and commissions would be unable to function. It is nearly inevitable that those professionals eventually find their client needing to be represented in front of those boards. To ask that professional to abrogate their responsibility to their client is absurd.

You do what you think is right.

Jeannette Woodard

A handwritten signature in black ink, appearing to read 'Jeannette Woodard', is written over the typed name. The signature is fluid and cursive, extending to the right across the page.

May 23, 2016

Ms. Jeanette Woodard
1408 First Street
Jackson, MI 49203

RE: Downtown Development Authority Appointment
Historic District Commission Appointment

Dear Ms. Woodard:

I am writing to inform you that I will be recommending your removal from both the Downtown Development Authority and the Historic District Commission due to malfeasance, misfeasance and nonfeasance. Your behavior while serving these two City boards warrants that you be removed to protect the confidence of the public in the integrity and impartiality of the boards. Among the behavior to which I am referring is that you routinely step away from your board seat and go into the audience to represent clients who have business before the board on which you serve. You then speak to the board on behalf of your client. This behavior is a violation of the City of Jackson Code of Ordinances.

You have the right to request a public hearing on your removal pursuant to Section 2-261 of the City of Jackson Code of Ordinances. If you request a hearing, one will be scheduled and you will be sent notice of the hearing date. If no hearing is requested, then you will be removed pursuant to the procedural requirements of Section 2-261. Please let me know your intentions in writing. You also may submit your resignation if you choose not to go through the removal process.

Sincerely,

William C. Jors
Mayor

WCJ:BS:skh

cc: Bethany Smith, City Attorney
Patrick Burtch, City Manager

MEMO TO: Mayor and City Council Members
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Special Event Application for Charity Car Show.

Recommendation:

Approve a request from Nautique LLC/McThirsty's Pub to conduct its Annual Charity Car Show event on Saturday, August 6, 2016, from 11 a.m. to 4 p.m., at North Horton St., between Ganson St. and Leroy St.

Attached is a memo from Nathan Mack, regarding the Special Event Application for the event Charity Car Show.

I recommend approval of the special event application for the event Charity Car Show. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Nathan Mack, Executive Director, DDA

DATE: July 12, 2016

RECOMMENDATION: Approve a request from Nautique LLC/McThirsty's Pub to conduct its Annual Charity Car Show event on Saturday, August 6, 2016, from 11 a.m. to 4 p.m., at North Horton St., between Ganson St. and Leroy St.

SUMMARY: McThirsty's Pub annual cereal box drive and stuff the bus/car show.

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		\$150
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$150

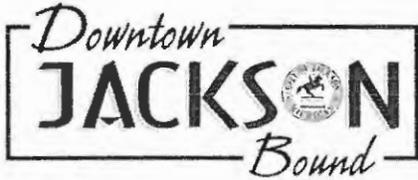
CONDITIONS & CONSIDERATIONS

- DPW will provide barricades for the event

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

ATTACHMENTS: Special Event Application: Charity Car Show.



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

Date Received By DDA Office: 6/29/16 Time: By: Ken

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

Event Name: Charity Car Show
Sponsoring Organization's Legal Name: Nautique LLC dba McThirstys
Organization Address: 2214 E. Ganson, Jackson, MI 49202 Pub
Tax I.D. Number: 20-5202050
Event Organizer: Sarah Arnold Title: Owner
Phone (work): 517 414-6706
Phone (during event): 517 414-6706
Agent's Address: 2214 E. Ganson, Jackson, MI 49202
Agent's E-Mail: nautique11c@gmail.com

Address:
Organization Address: same as above

Please give a brief description of the proposed special event:
McThirstys Pub annual cereal box drive and stuff the bus / Car show

Requesting use of North Horton St between E. Ganson and Leroy

Event Day(s) and Date(s): Sat, Aug 6, 2016

Set-Up Date & Time: 11A Tear-Down Date & Time: 4P

Event Location: North Horton St, between Ganson & Leroy

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES **NO**
How many years has this event occurred? 1

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

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

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

STREET CLOSURES: Start Date/Time:

Through Date/Time: Sat., Aug 6, 2016. 11am - 4pm

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

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

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

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

If yes, what time? _____ until _____

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

ATTENDANCE: What is the expected (estimated) attendance for this event? ~~4000~~ 50

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

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

If yes, how many? _____

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

ELECTRICAL POWER: Will the Event require electrical power? YES

NO

If yes, please explain the electrical requirements.

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

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

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

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Events application, including insurance documents where applicable.
3. A \$25 Special Event Application fee must be submitted along with this Special event Application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional requirements made.
5. All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional named insured parties on the policy.

6. Fire Department permit and approval is required for events including display fireworks. XCU Fireworks Liability insurance is required for all fireworks displays.
7. The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.
8. If I or my organization fail(s) to clean up and repair damages to the Event Area, my organization maybe billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, I will add the City of Jackson and the Downtown Development Authority as additional insureds on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed or recovered against or from the City of Jackson its officer, employees and agents, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury or death arises out of or is incident to or in any way connected with or related to the special event.

6/17/16

Date



Signature of Sponsoring Organization's Agent

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

Blockstreet

S

GANSON



McThirstys Pub

2314 E. GANSON

CHARITY CHAR SHOW

HORTON ST

COX BROTHERS

Forbes



LEROY ST

Blockst



N

COX BROTHERS



MEMO TO: Mayor and City Council Members
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Special Event Application for Juvenile Diabetes Research Foundation – JDRF One Walk.

Recommendation:

Approve a request from Juvenile Diabetes Research Foundation to conduct its 18th Annual JDRF One Walk event on Saturday, September 10, 2016, from 10 a.m. to 12 p.m., at Ella Sharp Park, near the playground.

Attached is a memo from Nathan Mack, regarding the Special Event Application for the event JDRF One Walk.

I recommend approval of the special event application for the event JDRF One Walk. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Nathan Mack, Executive Director, DDA

DATE: July 12, 2016

RECOMMENDATION: Approve a request from Juvenile Diabetes Research Foundation to conduct its 18th Annual JDRF One Walk event on Saturday, September 10, 2016, from 10 a.m. to 12 p.m., at Ella Sharp Park, near the playground.

SUMMARY: Help raise awareness and donations to finding a cure for diabetes.

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		\$50
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$150
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$200

CONDITIONS & CONSIDERATIONS

- DPW will provide barricades for the event.

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

ATTACHMENTS: Special Event Application: JDRF One Walk.



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

Date Received By DDA Office: 6/14 Time: 8:30 By: Kait

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

Event Name: JDRF ONE WALK

Sponsoring Organization's Legal Name: JUVENILE DIABETIES RESEARCH FOUNDATION

Organization Address: 24359 NORTHWESTERN HWY. SUITE 125 SOUTHFIELD, MI. 48075

Tax I.D. Number: 23-1907729

Event Organizer: MIKE WILSON Title: LOGISTICS

Phone (work): 517-787-8821 X 109

Phone (during event): 517-474-4495

Agent's Address: 1595 BADGLEY ROAD JACKSON, MICHIGAN 49203

Agent's E-Mail

Address: mbkwilson33@sbcglobal.net

Organization Address:

Please give a brief description of the proposed special event: HELP RAISE AWARENESS AND DONATIONS TO FINDING A CURE FOR DIABETIES

Event Day(s) and Date(s): SATURDAY 9/10/2016

Set-Up Date & Time: FRIDAY 9/9/2016 3PM Tear-Down Date & Time: SATURDAY 9/10/2016 3PM

Event Location: ELLA SHARP PARK (NEAR THE PLAYGROUND)

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES **NO**
How many years has this event occurred? 18 YEARS

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

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

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

STREET CLOSURES: Start Date/Time:

Through Date/Time: 9/10/2016 @ 9:45AM THRU 9/10/2016 12PM

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

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

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

FORD, ADVANCE AUTO PARTS, Walgreens, Lilly, Marshalls, Novo nordisk

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

If yes, what time? _____ until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES **NO**
If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule. All noise generated by entertainment must be in compliance with the City Noise Ordinance. . K 105.3 , CHEERLEADERS, PARKSIDE MIDDLE SCHOOL BAND & JAZZ BAND

ATTENDANCE: What is the expected (estimated) attendance for this event? 1500-2000

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

RESTROOMS: Are you planning to provide portable rest rooms at the event? YES **NO**
2 ON WALK ROUTE 1 NEAR EVENT REGISTRATION. 3 RESTROOMS TOTAL

If yes, how many? _____

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

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

If yes, please explain the electrical requirements.

WILL USE POWER FROM THE SHELTER (PICNIC TABLE AREA)

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

WILL NEED POLICE TO ASSIST WITH STREET CLOSURE (MAP ATTACHED)

ROAD CLOSURE BARRICADES IF POSSIBLE

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

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

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Events application, including insurance documents where applicable.
3. A \$25 Special Event Application fee must be submitted along with this Special event Application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional requirements made.
5. All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional named insured parties on the policy.

6. Fire Department permit and approval is required for events including display fireworks. XCU Fireworks Liability insurance is required for all fireworks displays.
7. The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.
8. If I or my organization fail(s) to clean up and repair damages to the Event Area, my organization maybe billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, I will add the City of Jackson and the Downtown Development Authority as additional insureds on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed or recovered against or from the City of Jackson its officer, employees and agents, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury or death arises out of or is incident to or in any way connected with or related to the special event.

6/2/2016
Date

MICHAEL J. WILSON
Signature of Sponsoring Organization's Agent

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

WALK ROUTE
JDRF

ROAD CLOSURE
SIGN/POLICE

HICKORY

BRICHWOOD DRIVE

ROAD
CLOSURE
SIGN/POLICE

OAKWOOD

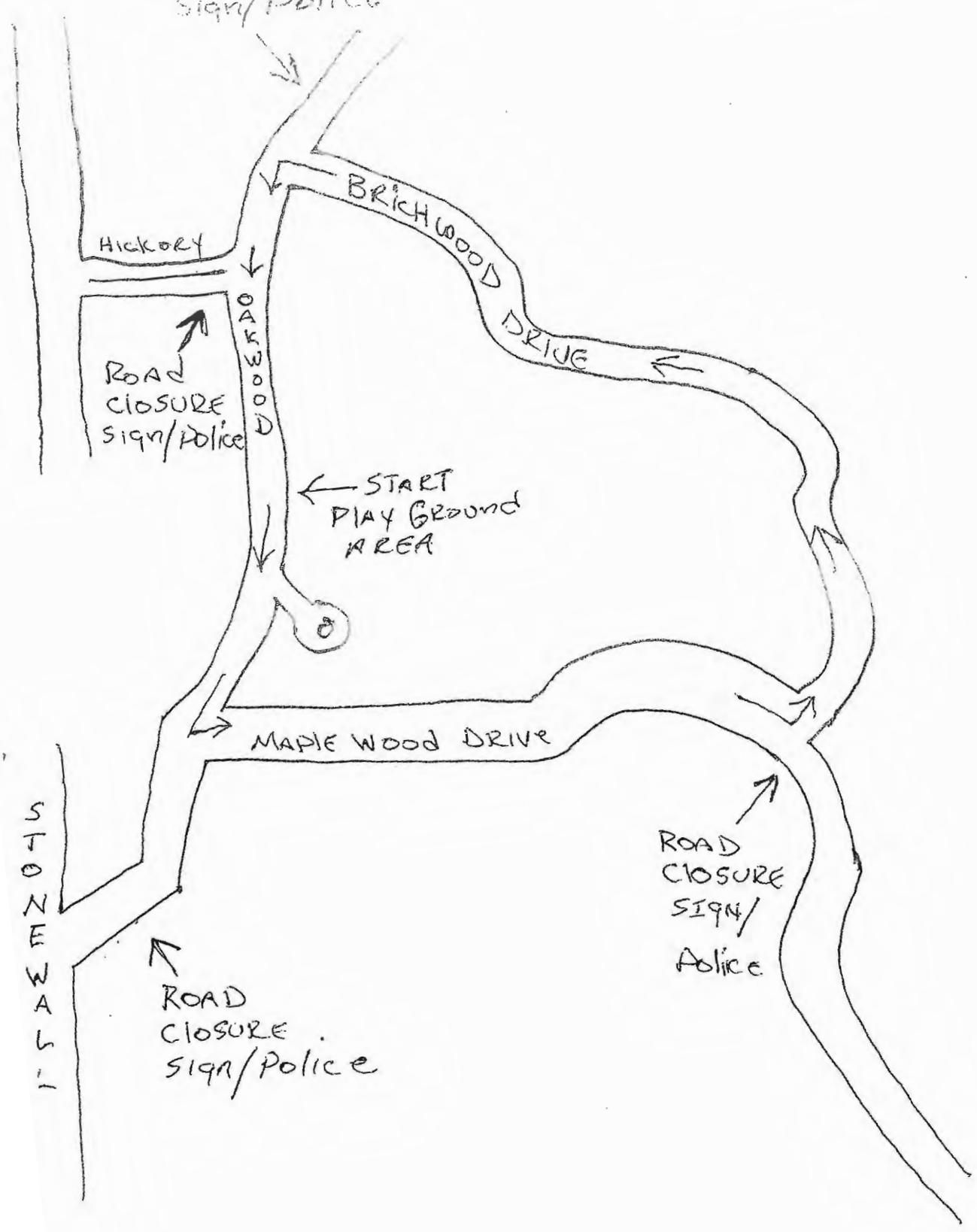
← START
PLAY GROUND
AREA

MAPLE WOOD DRIVE

ROAD
CLOSURE
SIGN/
POLICE

ROAD
CLOSURE
SIGN/POLICE

STONEWALL



MEMO TO: Mayor and City Council Members
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Special Event Application for Jackson Family Fall Festival.

Recommendation:

Approve a request from St. John Elementary School to conduct its 13th Annual Jackson Family Fall Festival event on Friday, September 16, Saturday, September 17, and Sunday, September 18, 2016, at St. John's school grounds and fireworks at Nixon Park.

Attached is a memo from Nathan Mack, regarding the Special Event Application for the event Jackson Family Fall Festival.

I recommend approval of the special event application for the event Jackson Family Fall Festival. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Nathan Mack, Executive Director, DDA

DATE: July 12, 2016

RECOMMENDATION: Approve a request from St. John Elementary School to conduct its 13th Annual Jackson Family Fall Festival event on September 16 to September 18, 2016, all day at St. John's school grounds and fireworks at Nixon Park.

SUMMARY: Festival is a 3-day event on the grounds of St. John Elementary School. It includes carnival rides, food, beer/wine, live music, and fireworks.

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		\$300
Engineering	x		\$0
Public Works	x		\$0
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$300

CONDITIONS & CONSIDERATIONS

- Fire department will provide assistance regarding firework show.

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

ATTACHMENTS: Special Event Application: Jackson Family Fall Festival.



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

Date Received By DDA Office: 6/23/16 Time: 3:00 By: (Signature)

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

Event Name: Jackson Family Fall Festival

Sponsoring Organization's Legal Name: St. John Family Fall Festival

Organization Address: 405 E. North Street, Jackson 49202

Tax I.D. Number: _____

Event Organizer: Eileen Lienhart Title: Coordinator

Phone (work): 517-841-9203

Phone (during event): 517-499-3780

Agent's Address: 3779 Doering Drive, Jackson, MI 49201-9525

Agent's E-Mail

Address: elienhart@myjacs.org

Organization Address: 405 E. North Street, Jackson, MI 49202

Please give a brief description of the proposed special event: Festival is a 3-day event on the grounds of St. John Elementary School. It includes carnival rides, food, beer/wine, live music, and fireworks. We are requesting use of Nixon Park for parking cars w/lights and baseball field for fireworks on Saturday, September 17, 2016.

Event Day(s) and Date(s): Friday, Sept. 16 - Sunday, Sept. 18, 2016

Set-Up Date & Time: 9/14-17 All day Tcar-Down Date & Time: 6/18 6 p.m.

Event Location: Festival held on St. John's school grounds; fireworks at Nixon Park

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES *NO*
How many years has this event occurred? 13

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

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

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

STREET CLOSURES: Start Date/Time:

Through Date/Time: N/A

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

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

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

We are still approaching our past sponsors, when we firm up our agreements we will forward this info.

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? 9/16: 3pm-12am 9/17: 12pm-12am until 9/18: 12pm-6pm

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

ATTENDANCE: What is the expected (estimated) attendance for this event? 20,000

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.

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

If yes, how many? 10 porta-johns plus restrooms in school building

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

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

If yes, please explain the electrical requirements.

The carnival company brings a generator for their use. We use a generator for the band(s) in the Entertainment tent. All other electrical power is via the school's service.

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

Use of Nixon Park for parking cars w/lights also Nixon ball diamonds for fireworks.

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

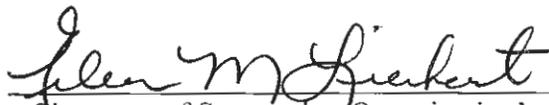
CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Events application, including insurance documents where applicable.
3. A \$25 Special Event Application fee must be submitted along with this Special event Application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional requirements made.
5. All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional named insured parties on the policy.

6. Fire Department permit and approval is required for events including display fireworks. XCU Fireworks Liability insurance is required for all fireworks displays.
7. The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.
8. If I or my organization fail(s) to clean up and repair damages to the Event Area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, I will add the City of Jackson and the Downtown Development Authority as additional insureds on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed or recovered against or from the City of Jackson its officer, employees and agents, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury or death arises out of or is incident to or in any way connected with or related to the special event.

June 21, 2016

Date



Signature of Sponsoring Organization's Agent

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

MEMO TO: Mayor and City Council Members
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Special Event Application for Amazing Race Jackson.

Recommendation:

Approve a request from Think Jackson, LLC to conduct its 3rd Annual Amazing Race Jackson event on Saturday, August 13, 2016, from 7 a.m. to 10 p.m., at Riverwalk Amphitheatre, One Energy Plaza.

Attached is a memo from Nathan Mack, regarding the Special Event Application for the event Amazing Race Jackson.

I recommend approval of the special event application for the event Amazing Race Jackson. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Nathan Mack, Executive Director, DDA

DATE: July 12, 2016

RECOMMENDATION: Approve a request from Think Jackson, LLC to conduct its 3rd Annual Amazing Race Jackson event on Saturday, August 13, 2016, from 7 a.m. to 10 p.m., at River Walk Amphitheatre, One Energy Plaza.

SUMMARY: Amazing Race Jackson has teams of two racing around Jackson solving clues and completing challenges. The race is followed by an after party with food, drinks and entertainment.

DEPARTMENTAL APPROVAL SUMMARY

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

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

CONDITIONS & CONSIDERATIONS

- None

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

ATTACHMENTS: Special Event Application: Amazing Race 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: _____ Time: _____ By: _____

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

Event Name: Amazing Race Jackson

Sponsoring Organization's Legal Name: Think Jackson, LLC

Organization Address: 761 W. Michigan Ave., Jackson, MI 49201

Tax I.D. Number: 47-5185727

Event Organizer: Jacqueline Austin Title: Owner/Event Director

Phone (work): 517.782.7011

Phone (during event): 517.414.7890

Agent's Address: 761 W. Michigan Ave., Jackson, MI 49201

Agent's E-Mail

Address: jacqaustin@thinkjacksonmi.com

Organization Address: _____

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

Amazing Race Jackson has teams of two racing around Jackson solving clues and completing challenges. The race is followed by an after party with food, drinks and entertainment.

Event Day(s) and Date(s): Saturday, August 13, 2016

Set-Up Date & Time: 08/13/16 7:00a. Tear-Down Date & Time: 08/13/16 10:00p.

Event Location: River Walk Amphitheater, One Energy Plaza, Jackson, MI

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

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

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

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

STREET CLOSURES: Start Date/Time: **NONE REQUESTED**

Through Date/Time: _____

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

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

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

Thinking Real Estate and others to be determined

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? 5:00p. until 9:00p.

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

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

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

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

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

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

The electrical services available at the location are sufficient. We just ask to have access to the panels at the stage and at the top of the hill.

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

None

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

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

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Events application, including insurance documents where applicable.
3. A \$25 Special Event Application fee must be submitted along with this Special event Application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional requirements made.
5. All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional named insured parties on the policy.

6. Fire Department permit and approval is required for events including display fireworks. XCU Fireworks Liability insurance is required for all fireworks displays.
7. The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.
8. If I or my organization fail(s) to clean up and repair damages to the Event Area, my organization maybe billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, I will add the City of Jackson and the Downtown Development Authority as additional insureds on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed or recovered against or from the City of Jackson its officer, employees and agents, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury or death arises out of or is incident to or in any way connected with or related to the special event.

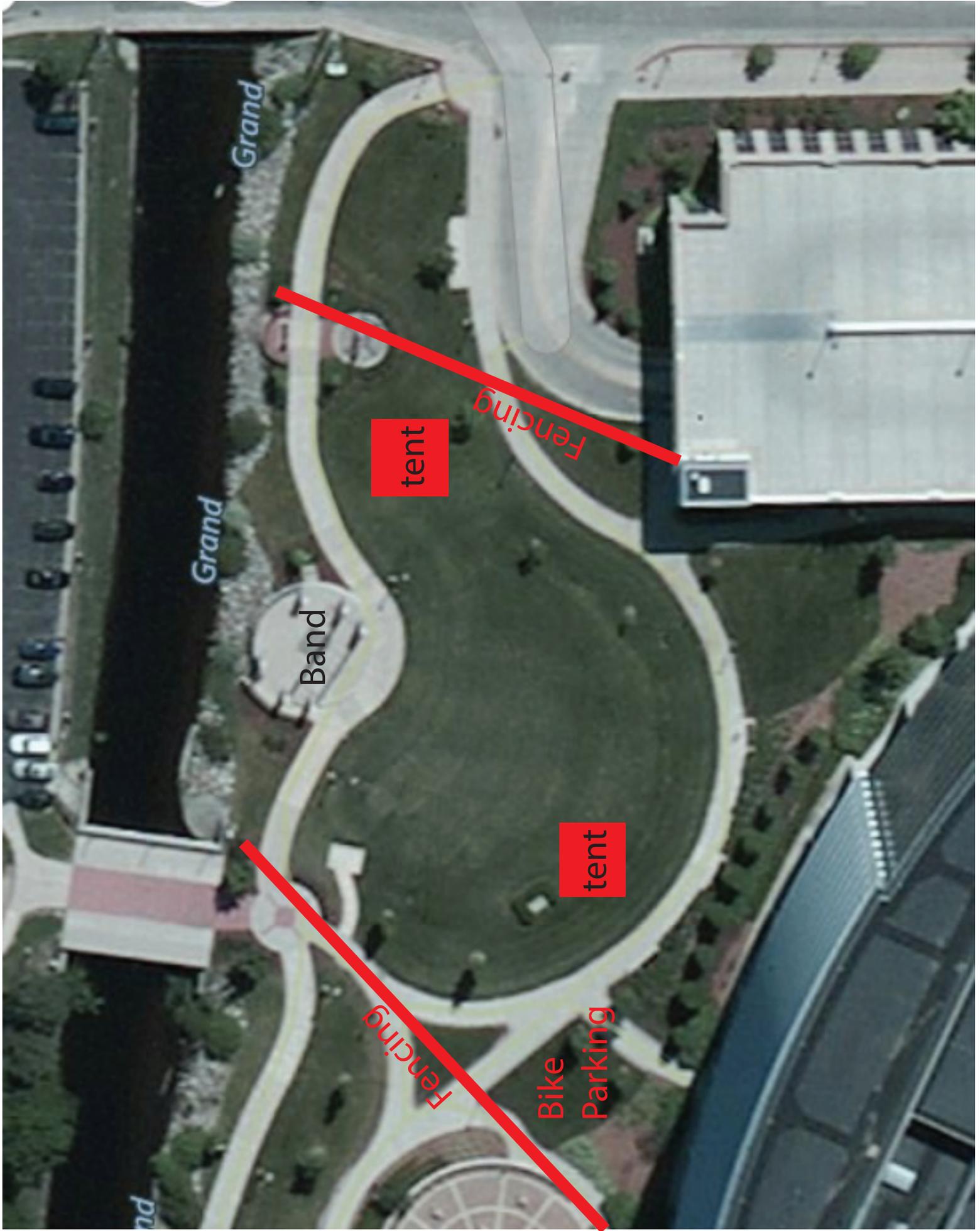
06/14/2016

Date



Signature of Sponsoring Organization's Agent

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



Grand

tent

Fencing

Grand

Band

tent

Fencing

Bike
Parking

nd

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: July 5, 2016
SUBJECT: Authorization to sign a Memorandum of Understanding with Jackson County regarding the Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Recommendation:

To hold a public hearing at the July 12, 2016, City Council meeting regarding the use of approximately \$24,899 in FY2016 JAG funds by the City for the purchase of a new canine and necessary associated equipment, and provide authorization for the signing of the Memorandum of Agreement.

Attached is a memorandum from Director Matthew Heins regarding the necessity of the public hearing and Memorandum of Understanding.

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

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Matthew Heins, Director of Police and Fire Services *MGH*
DATE: July 5, 2016
RECOMMENDATION: Authorization to sign Memorandum of Understanding

SUMMARY

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2016 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of \$35,801.

One of the JAG requirements is that a hearing be held allowing for citizen comment on the proposed use of the grant funds. A second requirement is the City and County sign a Memorandum of Understanding identifying the grant fiscal agent and the allocation of funds. It was agreed the City will continue to be the fiscal agent for the grant.

BUDGETARY CONSIDERATIONS

If approved, the Jackson Police Department will receive \$24,899 and will use the money to purchase a new police K9, including training and necessary equipment.

The Jackson County Sheriff's Department will receive \$10,902 and will use their funds to purchase new bulletproof vests.

HISTORY, BACKGROUND and DISCUSSION

Each year, the City of Jackson and/or Jackson County receive JAG funds in order to purchase equipment. In the two most recent fiscal years, grant funds were used to purchase a firearm simulator (FY2015) and to purchase lights for duty weapons, along with other necessary equipment (FY2016).

DISCUSSION OF THE ISSUE

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases. In February 2017, the Jackson Police Department's only K9 Officer, William Mills, will retire. A K9 officer/dog team is useful in tracking suspects and missing persons, as well as locating contraband.

A Memorandum of Understanding (MOU) between the City of Jackson and County of Jackson is required; a proposed MOU is attached.

POSITIONS

A Public Hearing is scheduled for the July 12, 2016 City Council meeting. After the Hearing, I would recommend signing the MOU with Jackson County.

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

2016 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of _____, 2016 by and between the COUNTY of Jackson, acting by and through its Administrator, Michael Overton, hereinafter referred to as COUNTY and the CITY of Jackson, acting by and through its City Manager, Patrick Burtch, hereinafter referred to as CITY, both of Jackson County, State of Michigan, witnesseth:

WHEREAS, the City of Jackson and Jackson County have been notified of their joint eligibility to receive \$35,801 in Justice Assistance Grant funds through the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, JAG guidelines require that jurisdictions identify a fiscal agent that will submit a joint application for the total eligible allocation. Both jurisdictions agree that the CITY will apply for and serve as the fiscal agent for the 2016 Edward Byrne Justice Assistance Grant award of \$35,801.

NOW, THEREFORE, the CITY and COUNTY agree as follows: The City will utilize their portion, \$24,899 for the purchase of a Police K-9 including training and equipment. The County will use their portion, \$10,902 for the purchase of bullet proof vests.

CITY of Jackson, Michigan

COUNTY of Jackson, Michigan

Patrick Burtch, City Manager

Michael Overton, Administrator

Date

Date

MEMO TO: Mayor and City Councilmembers
FROM: Andrew J. Wrozek, Jr., City Treasurer/Clerk 
DATE: July 12, 2016
SUBJECT: Meterless Parking for 2016-2017

Recommendation:

PUBLIC HEARING:

- A. Public hearing on the necessity of continuing the meterless parking system in the downtown area of the City for 2016-2017.**
 - 1. Consider a resolution determining the necessity of continuing the meterless parking system, ordering the City Assessor to prepare Special Assessment Roll No. 4268 and establishing August 23, 2016, at the City Council meeting as the time and place to hold a public hearing confirming the meterless parking system assessment roll.**

Attached for your consideration is a resolution determining the necessity of continuing the meterless parking system in the downtown area of the City for 2016-2017.

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

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, City staff has diligently studied the question of continuing the operation of a downtown meterless parking system as a public improvement with an estimated total annual assessable cost of \$37,625.00; and

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, the City Council has reviewed the necessity of continuing the operation of a meterless parking system for the downtown area; and

WHEREAS, notice had been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 12th day of July, 2016, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the public hearing was held and the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same; and

WHEREAS, the resolution passed by City Council on June 28, 2016 regarding the annual continuation of the meterless parking system is hereby repealed.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the continuation of the meterless parking system for the downtown area is a necessary public improvement and directs the Assessor to prepare Assessment Roll No. 4268 in the amount of \$37,625.00 reflecting the estimated costs of same, assessing such costs to the property owners receiving a benefit therefrom in accordance with the benefits to be received by each.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that a public hearing will be held on Tuesday, the 23rd day of August, 2016, at the hour of 6:30 p.m. in the Council Chambers of City Hall in the City of Jackson to hear any and all objections and suggestions by interested parties that may be made as to the assessments contained in said roll.

* * * * *

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

I, Andrew J. Wrozek Jr., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 12th day of July, 2016.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 13th day of July, 2016.

Andrew J. Wrozek, Jr., City Clerk

William C. Jors, Mayor

MEMO TO: Mayor and City Councilmembers
FROM: Andrew J. Wrozek, Jr., City Treasurer/Clerk 
DATE: July 12, 2016
SUBJECT: Second Reading and Adoption of Ordinance 2016-16

Recommendation:

Adopt Ordinance 2016-16 amending Chapter 18, Offenses, by eliminating language no longer relevant to the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Attached is Ordinance 2016-16. Ordinance 2016-16 was considered for approval and moved for 2nd reading by the Council at the June 28, 2016, City Council meeting.

I recommend approval of Ordinance 2016-16. Your consideration and concurrence is appreciated.

ORDINANCE 2016 - 16

An Ordinance amending Chapter 18 of the Code of Ordinances of the City of Jackson, Michigan to eliminate language no longer applicable 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 amends this ordinance to eliminate language no longer applicable for the health, safety and welfare of the citizens of the City of Jackson, Michigan.

Section 2.

That Chapter 18 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Sec. 18-3. - Unsanitary acts.

No person shall expectorate, urinate, defecate, or perform any other act in any public place or upon the property of another person excepting in facilities intended for such activities.

Section 3. Effective date.

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

MEMO TO: Mayor and City Councilmembers
FROM: Andrew J. Wrozek, Jr., City Treasurer/Clerk
DATE: July 12, 2016
SUBJECT: Second Reading and Adoption of Ordinance 496

Recommendation:

Adopt Ordinance 496 regulating non-union pay for City of Jackson employees.

Attached is Ordinance 496. Ordinance 496 was considered for approval and moved for 2nd reading by the Council at the June 28, 2016, City Council meeting.

I recommend approval of Ordinance 496. Your consideration and concurrence is appreciated.

MEMO TO: Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager *P HB*

DATE: June 20, 2016

SUBJECT: 2016/17 Non Union Pay Scale

Recommendation:

Adopt an ordinance regulating non-union pay for City of Jackson employees.

Attached is a pay scale which reflects a 2.5% increase. This increase was anticipated and accounted for during the development of the 2016/17 Fiscal Year

I recommend approval. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Jonathan Greene, Assistant City Manager
DATE: June 20, 2016
RECOMMENDATION: Approve the 2016/17 Non Union wage scale

SUMMARY

The Human Resources Division respectfully requests the adoption of the Non Union employee pay scale.

BUDGETARY CONSIDERATIONS

When the 2016/17 Budget was drafted, it factored a 2.5% wage increase. Non-union personnel raises lag behind those of the bargaining units. For example, non-union personnel would need a 7.35% increase to match the wage increases the IAFF have received since the year 2000.

HISTORY, BACKGROUND and DISCUSSION

Compensation rates for non-union employees are approved by City Council.

DISCUSSION OF THE ISSUE

The attached wage scale is reflective of a 2.5% increase at each pay grade and step.

POSITIONS

Recommend approval.

ATTACHMENTS

ORDINANCE NO. 496

**AN ORDINANCE TO ESTABLISH COMPENSATION RATES FOR
ADMINISTRATIVE AND SUPERVISORY EMPLOYEES OF THE
CITY OF JACKSON**

THE CITY OF JACKSON ORDAINS:

Section 1: Definition. For purposes of this ordinance, the term “Administrative and Supervisory Employees” shall mean employees and appointed officials of the City of Jackson not covered by a current labor agreement.

Section 2: As of July 1, 2016, Administrative and Supervisory Employees shall be compensated on the basis of the annual salary rates shown on the attached “Schedule I, Administrative and Supervisory Employee Pay Rates,” according to the employees appropriate step rate within the Class Grade assigned the individual’s classification title under the Personnel Policy.

Section 3: Eligible employees must be actively employed by the City of Jackson thirty (30) days from the date of final adoption of this ordinance to be eligible for the new salary rate adjustment. The salary rate adjustments shall be retroactive to July 1, 2016. Employees whose wages are “red-circled” in accordance with Article XI – Compensation, Section XI-1, Salary Schedules of the Personnel Policy shall not receive annual increases granted by City Council ordinances for compensation to employees.

Section 4: Repeal. Ordinance 494 is hereby repealed as of July 1, 2016.

Section 5: This ordinance shall take effect thirty (30) days from the date of final adoption.

Adopted:

**Administrative and Supervisory Employees
Pay Rates**

Effective 7/1/2016

2.50%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
4	Annual	33,930	34,507	35,083	36,271	37,504	38,777	40,093	41,451	42,860	44,312	45,818
	Bi-Weekly	1,305.00	1,327.19	1,349.35	1,395.04	1,442.46	1,491.42	1,542.04	1,594.27	1,648.46	1,704.31	1,762.23
	Hourly	16.3125	16.5899	16.8669	17.4380	18.0308	18.6428	19.2755	19.9284	20.6058	21.3039	22.0279
5	Annual	35,874	36,484	37,094	38,346	39,642	40,987	42,371	43,810	45,293	46,824	48,411
	Bi-Weekly	1,379.77	1,403.23	1,426.69	1,474.85	1,524.69	1,576.42	1,629.65	1,685.00	1,742.04	1,800.92	1,861.96
	Hourly	17.2471	17.5404	17.8336	18.4356	19.0586	19.7053	20.3706	21.0625	21.7755	22.5115	23.2745
6	Annual	37,820	38,459	39,099	40,420	41,785	43,197	44,659	46,166	47,726	49,336	51,004
	Bi-Weekly	1,454.62	1,479.19	1,503.81	1,554.62	1,607.12	1,661.42	1,717.65	1,775.62	1,835.62	1,897.54	1,961.69
	Hourly	18.1828	18.4899	18.7976	19.4328	20.0890	20.7678	21.4706	22.1953	22.9453	23.7193	24.5211
7	Annual	39,981	40,662	41,341	42,750	44,204	45,710	47,262	48,873	50,530	52,251	54,032
	Bi-Weekly	1,537.73	1,563.92	1,590.04	1,644.23	1,700.15	1,758.08	1,817.77	1,879.73	1,943.46	2,009.65	2,078.15
	Hourly	19.2216	19.5490	19.8755	20.5529	21.2519	21.9760	22.7221	23.4966	24.2933	25.1206	25.9769
8	Annual	42,357	43,080	43,801	45,295	46,841	48,437	50,086	51,793	53,557	55,383	57,275
	Bi-Weekly	1,629.12	1,656.92	1,684.65	1,742.12	1,801.58	1,862.96	1,926.38	1,992.04	2,059.88	2,130.12	2,202.88
	Hourly	20.3640	20.7115	21.0581	21.7765	22.5198	23.2870	24.0798	24.9005	25.7485	26.6265	27.5360
9	Annual	43,874	44,707	45,542	47,273	49,069	50,933	52,867	54,884	56,963	59,129	61,379
	Bi-Weekly	1,687.46	1,719.50	1,751.62	1,818.19	1,887.27	1,958.96	2,033.35	2,110.92	2,190.88	2,274.19	2,360.73
	Hourly	21.0933	21.4938	21.8953	22.7274	23.5909	24.4870	25.4169	26.3865	27.3860	28.4274	29.5091
10	Annual	46,899	47,793	48,686	50,546	52,479	54,477	56,561	58,718	60,959	63,287	65,700
	Bi-Weekly	1,803.81	1,838.19	1,872.54	1,944.08	2,018.42	2,095.27	2,175.42	2,258.38	2,344.58	2,434.12	2,526.92
	Hourly	22.5476	22.9774	23.4068	24.3010	25.2303	26.1909	27.1928	28.2298	29.3073	30.4265	31.5865
11	Annual	49,924	50,872	51,818	53,788	55,825	57,944	60,144	62,425	64,794	67,255	69,807
	Bi-Weekly	1,920.15	1,956.62	1,993.00	2,068.77	2,147.12	2,228.62	2,313.23	2,400.96	2,492.08	2,586.73	2,684.88
	Hourly	24.0019	24.4578	24.9125	25.8596	26.8390	27.8578	28.9154	30.0120	31.1510	32.3341	33.5610
12	Annual	53,168	54,175	55,183	57,279	59,454	61,707	64,052	66,483	69,008	71,628	74,348
	Bi-Weekly	2,044.92	2,083.65	2,122.42	2,203.04	2,286.69	2,373.35	2,463.54	2,557.04	2,654.15	2,754.92	2,859.54
	Hourly	25.5615	26.0456	26.5303	27.5380	28.5836	29.6669	30.7943	31.9630	33.1769	34.4365	35.7443
13	Annual	56,620	57,703	58,785	61,029	63,353	65,774	68,281	70,888	73,592	76,402	79,315
	Bi-Weekly	2,177.69	2,219.35	2,260.96	2,347.27	2,436.65	2,529.77	2,626.19	2,726.46	2,830.46	2,938.54	3,050.58
	Hourly	27.2211	27.7419	28.2620	29.3409	30.4581	31.6221	32.8274	34.0808	35.3808	36.7318	38.1323
14	Annual	60,083	61,224	62,366	64,741	67,202	69,758	72,405	75,166	78,025	80,990	84,069
	Bi-Weekly	2,310.88	2,354.77	2,398.69	2,490.04	2,584.69	2,683.00	2,784.81	2,891.00	3,000.96	3,115.00	3,233.42
	Hourly	28.8860	29.4346	29.9836	31.1255	32.3086	33.5375	34.8101	36.1375	37.5120	38.9375	40.4178
15	Annual	63,326	64,527	65,729	68,232	70,825	73,523	76,318	79,222	82,237	85,363	88,613
	Bi-Weekly	2,435.62	2,481.81	2,528.04	2,624.31	2,724.04	2,827.81	2,935.31	3,047.00	3,162.96	3,283.19	3,408.19
	Hourly	30.4453	31.0226	31.6005	32.8039	34.0505	35.3476	36.6914	38.0875	39.5370	41.0399	42.6024
16	Annual	66,566	67,832	69,098	71,728	74,457	77,289	80,225	83,277	86,447	89,735	93,147
	Bi-Weekly	2,560.23	2,608.92	2,657.62	2,758.77	2,863.73	2,972.65	3,085.58	3,202.96	3,324.88	3,451.35	3,582.58
	Hourly	32.0029	32.6115	33.2203	34.4846	35.7966	37.1581	38.5698	40.0370	41.5610	43.1419	44.7823
17	Annual	69,807	71,135	72,461	75,220	78,075	81,052	84,132	87,336	90,659	94,106	97,685
	Bi-Weekly	2,684.88	2,735.96	2,786.96	2,893.08	3,002.88	3,117.38	3,235.85	3,359.08	3,486.88	3,619.46	3,757.12
	Hourly	33.5610	34.1995	34.8370	36.1635	37.5360	38.9673	40.4481	41.9885	43.5860	45.2433	46.9640

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
18	Annual	73,266	74,664	76,062	78,967	81,982	85,112	88,364	91,740	95,245	98,883	102,659
	Bi-Weekly	2,817.92	2,871.69	2,925.46	3,037.19	3,153.15	3,273.54	3,398.62	3,528.46	3,663.27	3,803.19	3,948.42
	Hourly	35.2240	35.8961	36.5683	37.9649	39.4144	40.9193	42.4828	44.1058	45.7909	47.5399	49.3553
19	Annual	77,372	78,843	80,313	83,369	86,544	89,836	93,253	96,803	100,485	104,306	108,275
	Bi-Weekly	2,975.85	3,032.42	3,088.96	3,206.50	3,328.62	3,455.23	3,586.65	3,723.19	3,864.81	4,011.77	4,164.42
	Hourly	37.1981	37.9053	38.6120	40.0813	41.6078	43.1904	44.8331	46.5399	48.3101	50.1471	52.0553
20	Annual	81,479	83,033	84,588	87,812	91,158	94,635	98,245	101,992	105,883	109,918	114,111
	Bi-Weekly	3,133.81	3,193.58	3,253.38	3,377.38	3,506.08	3,639.81	3,778.65	3,922.77	4,072.42	4,227.62	4,388.88
	Hourly	39.1726	39.9198	40.6673	42.2173	43.8260	45.4976	47.2331	49.0346	50.9053	52.8453	54.8610
21	Annual	85,582	87,208	88,834	92,215	95,717	99,356	103,132	107,054	111,125	115,350	119,733
	Bi-Weekly	3,291.62	3,354.15	3,416.69	3,546.73	3,681.42	3,821.38	3,966.62	4,117.46	4,274.04	4,436.54	4,605.12
	Hourly	41.1453	41.9269	42.7086	44.3341	46.0178	47.7673	49.5828	51.4683	53.4255	55.4568	57.5640
22	Annual	119,733	124,986	129,007	133,908	138,996	144,279	149,762	155,453	161,360	167,492	173,961
	Bi-Weekly	4,605.12	4,807.15	4,961.81	5,150.31	5,346.00	5,549.19	5,760.08	5,978.96	6,206.15	6,442.00	6,690.81
	Hourly	57.5640	60.0894	62.0226	64.3789	66.8250	69.3649	72.0010	74.7370	77.5769	80.5250	83.6351

A. The City Manager, City Attorney, City Clerk and City Assessor shall be compensated under separate contracts with the City Council.

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

2016 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of _____, 2016 by and between the COUNTY of Jackson, acting by and through its Administrator, Michael Overton, hereinafter referred to as COUNTY and the CITY of Jackson, acting by and through its City Manager, Patrick Burtch, hereinafter referred to as CITY, both of Jackson County, State of Michigan, witnesseth:

WHEREAS, the City of Jackson and Jackson County have been notified of their joint eligibility to receive \$35,801 in Justice Assistance Grant funds through the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, JAG guidelines require that jurisdictions identify a fiscal agent that will submit a joint application for the total eligible allocation. Both jurisdictions agree that the CITY will apply for and serve as the fiscal agent for the 2016 Edward Byrne Justice Assistance Grant award of \$35,801.

NOW, THEREFORE, the CITY and COUNTY agree as follows: The City will utilize their portion, \$24,899 for the purchase of a Police K-9 including training and equipment. The County will use their portion, \$10,902 for the purchase of bullet proof vests.

CITY of Jackson, Michigan

COUNTY of Jackson, Michigan

Patrick Burtch, City Manager

Michael Overton, Administrator

Date

Date

Memo

City Council Meeting
July 12, 2016

To: Honorable Mayor and City Councilmembers
CC: Patrick Burtch, City Manager
From: David Taylor, City Assessor *DT*
Date: 7/6/2016
Re: Corrective Resolutions for Special Assessment Roll No. 4235, 4239, 4260, & 4267

Recommended Action:

Consideration of Corrective Resolutions for Special Assessment Roll No. 4235, 4239, 4260, & 4267 for:

<u>ROLL</u>	<u>ROLL PURPOSE</u>	<u>DATE CONFIRMED</u>
4235	Delinquent Miscellaneous CDBG Fund	December 17, 2013
4239	Delinquent Miscellaneous Code Enforcement Fund	May 27, 2014
4260	Delinquent Miscellaneous Code Enforcement Fund	November 17, 2015
4267	Delinquent Miscellaneous Public Works Fund	May 24, 2016

Attached please find the corrective resolutions for the above mentioned special assessment rolls.

The invoices for the above special assessments were paid, voided, or billed in error and not removed prior to confirmation. (See attached)

Requested action is to adopt the resolution

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for delinquent miscellaneous Community Development Block Grant (CDBG) fund accounts receivable, which assessments were by him placed on Assessment Roll No. 4235 and were reported to the City Council at its regular meeting held on the 26th of November, 2013; and

WHEREAS, on the 17th of December 2013, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, parcel 4-026000000, has a Special Assessment of \$570.92 from Invoice 120008620; and

WHEREAS, on June 17th 2016, the NEO department determined that parcel 4-026000000 was incorrectly billed as for the inspection and have requested that the assessment be waived. (See memo).

NOW, THEREFORE, BE IT RESOLVED, that the special assessments upon parcel 4-026000000 in the amount of \$570.92 (Invoice 120008620) is hereby deleted.

* * * * *

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

I, Andrew J. Wrozek, Jr., City Clerk in an for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on this 12th day of July, 2016.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 13th day of July, 2016.

_____ Andrew J. Wrozek, Jr., City Clerk

_____ William C. Jors, Mayor

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for delinquent miscellaneous Housing Code Enforcement accounts receivable, which assessments were by him placed on Assessment Roll No. 4239 and were reported to the City Council at its regular meeting held on the 13th of May, 2014; and

WHEREAS, on May 27th, 2014, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, parcel 4-026000000, has a Special Assessment of \$163.16 from Invoice 1300010588; and

WHEREAS, on June 17th 2016, the NEO department determined that parcel 4-026000000 was incorrectly billed as for the inspection and have requested that the assessment be waived. (See memo).

NOW, THEREFORE, BE IT RESOLVED, that the special assessments upon parcel 4-026000000 in the amount of \$163.16 (Invoice 1300010588) is hereby deleted.

* * * * *

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

I, Andrew J. Wrozek, Jr., City Clerk in an for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on this 12th day of July, 2016.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 13th day of July, 2016.

_____ Andrew J. Wrozek, Jr., City Clerk

_____ William C. Jors, Mayor

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for delinquent miscellaneous Code Enforcement accounts receivable, which assessments were by him placed on Assessment Roll No. 4260 and were reported to the City Council at its regular meeting held on the October 27, 2015; and

WHEREAS, on 17th of November, 2015, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, parcel 4-026000000 has Special Assessments totaling \$590.01 from two separate invoices; invoice #33023 for \$538.12 & #31283 for \$51.89

WHEREAS, on June 17th 2016, the Neighborhood and Economic Operations department who issued the invoices determined that the parcels listed was incorrectly billed for invoice #33023 for the amount of \$538.12 and have requested that the assessment be reduced to exclude this invoice.

NOW, THEREFORE, BE IT RESOLVED, that the special assessment amount totaling \$590.01 is hereby reduced to \$51.89.

* * * * *

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

I, Andrew J. Wrozek, Jr., City Clerk in an for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on this 12th day of July, 2016.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 13th day of July, 2016.

_____ Andrew J. Wrozek, Jr., City Clerk

_____ William C. Jors, Mayor

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for delinquent miscellaneous Public Works accounts receivable, which assessments were by him placed on Assessment Roll No. 4267 and were reported to the City Council at its regular meeting held on the 26th of April, 2016; and

WHEREAS, on the 24th of May, 2016, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, parcel 8-072400000, has a Special Assessment of \$303.80 from Invoice 1500016901; and

WHEREAS, on June 17, 2016, the Clerk's office determined that parcel 8-072400000 was paid prior to confirmation of the assessment roll and have requested that the assessment be removed. (See memo).

NOW, THEREFORE, BE IT RESOLVED, that the special assessments upon parcel 8-072400000 in the amount of \$303.80 (Invoice 1500016901) is hereby deleted.

* * * * *

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

I, Andrew J. Wrozek, Jr., City Clerk in an for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on this 12th day of July, 2016.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 13th day of July, 2016.

_____ Andrew J. Wrozek, Jr., City Clerk

_____ William C. Jors, Mayor



Neighborhood & Economic Operations

Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303 • Fax (866) 971-2151

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

TO: Dave Taylor, City Assessor's Office

DATE: June 17, 2016

FROM: Sheila M. Prater, Neighborhood and Economic Operations Department

Sheila

SUBJECT: Removal of Invoice #1200008620, 1300010588 and 00033023 from Special Assessment Roll

The above referenced invoices were issued by our office in 2012 and 2013, for the inspections of a multi-family dwelling located at 509 S Blackstone St.

4235

Invoice 120008620 was paid December 19, 2013 and the cashed check/receipt are attached.

4239

4260

As for invoice 1300010588 and 00033023 these invoices should have been voided as the inspections never occurred.

The owner has received a letter from the county that these have been added as a special assessment and we now ask that the special assessment be removed from the property.

RECEIVED

JUN 20 2016

ASSESSOR'S OFFICE
City of Jackson



CITY OF JACKSON
161 W. MICHIGAN AVENUE
ATTN: CITY TREASURER
JACKSON, MI 49201
Phone : (517) 788-4043
WWW.CITYOFJACKSON.ORG

1074
74-8158/2724

12-16-13
Date

Received From: KAAIED REMMSSES
Date: 12/19/2013 Time: 1:56:34 PM
Posting Date: 12/19/2013
Receipt: 90620449 *** REPRINT ***
Cashier: rklimmer
Workstation: CLERK Drawer: 1

City of Jackson, MI | \$ *570.92*
Five hundred seventy $\frac{92}{100}$ Dollars  Security Features Inquire on back

ion
02



ITEM REFERENCE	AMOUNT
-----	-----
SPEC SPEC. ASSESSMENT 4-026000000/4235	\$570.92
-----	-----
TOTAL	\$570.92
CHECK 1074 KAAIED	\$570.92
Total Tendered:	\$570.92
Change:	\$0.00

0008115650 1074

FOR DEPOSIT ONLY
CITY OF JACKSON
ACCT#19671696
12/19/2013 \$570.92
RECEIPT#90620449

12/20/2013 654501027060

3

4235 (DLQ 286 CDBG FUND), Parcel: 4-026000000
Owner: KAAIED REMMSSES, 225 W FRANKLIN ST
Principal Left: 0.00

Period	Post Date	Principal Penalty	Admin Fee Addtl Penlty	Interest Cert Fee	Total	Receipt # Comments	Check #	Batch #
2013	12/19/2013	570.92 0.00	0.00 0.00	0.00 0.00	570.92	00007415	1074 KAAIED	
TOTALS		570.92 0.00	0.00 0.00	0.00 0.00	570.92			

June 6, 2016

Rick Reardon, owner of 435 Seymour Avenue, Jackson, MI 49202 (8-072400000) made a payment on invoice #1500016901 in the amount of \$303.80 on May 16, 2016 on the first floor and was not removed from the list of invoices sent for confirmation to be included in Special Assessment Roll 4267. Please remove from the roll.

Thank you,



Melanie J. Curran

CITY OF JACKSON
161 W. MICHIGAN AVENUE
ATTN: CITY TREASURER
JACKSON, MI 49201
Phone : (517) 788-4043
WWW.CITYOFJACKSON.ORG

Received From: REARDON, RICK
Date: 05/16/2016 Time: 10:55:30 AM
Posting Date: 05/16/2016
Receipt: 90847851 *** REPRINT ***
Cashier: smorris
Workstation: CLERK Drawer: 1

ITEM REFERENCE	AMOUNT
MR Miscellaneous Receivables	
1500016901	\$303.80
TOTAL	\$303.80
CHECK 2333	\$303.80
Total Tendered:	\$303.80
Change:	\$0.00

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, City staff has diligently studied the question of continuing the operation of a downtown meterless parking system as a public improvement with an estimated total annual assessable cost of \$37,625.00; and

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, the City Council has reviewed the necessity of continuing the operation of a meterless parking system for the downtown area; and

WHEREAS, notice had been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 12th day of July, 2016, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the public hearing was held and the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same; and

WHEREAS, the resolution passed by City Council on June 28, 2016 regarding the annual continuation of the meterless parking system is hereby repealed.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the continuation of the meterless parking system for the downtown area is a necessary public improvement and directs the Assessor to prepare Assessment Roll No. 4268 in the amount of \$37,625.00 reflecting the estimated costs of same, assessing such costs to the property owners receiving a benefit therefrom in accordance with the benefits to be received by each.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that a public hearing will be held on Tuesday, the 23rd day of August, 2016, at the hour of 6:30 p.m. in the Council Chambers of City Hall in the City of Jackson to hear any and all objections and suggestions by interested parties that may be made as to the assessments contained in said roll.

* * * * *

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

I, Andrew J. Wrozek Jr., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 12th day of July, 2016.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 13th day of July, 2016.

Andrew J. Wrozek, Jr., City Clerk

William C. Jors, Mayor

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Amend the High Service Pumping Station Engineering Professional Services Agreement with Hubbell, Roth and Clark.

Recommendation:

Amend the Professional Services Agreement with Hubbell, Roth and Clark (HRC) for an additional \$35,170.00, taking the total engineering cost from \$136,330.00 to \$171,500.00 for added design work on the water treatment plant high service pumping station.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Todd Knepper, Director of Public Works

DATE: July 12, 2016

RECOMMENDATION: Amend the High Service Pumping Station Engineering Professional Services Agreement with Hubbell, Roth and Clark.

SUMMARY

HRC began design of a new redundant high service pumping station at the water treatment plant, and as design neared completion, it was determined the cost of a new station was substantially more than originally anticipated, and the additional capital costs could not be immediately absorbed by the existing project budget. Following review and discussion of improvement options, it was determined to be in the best interest of the City to redirect our resources to the rehabilitation of the existing high service pumping station instead of constructing a new redundant station.

BUDGETARY CONSIDERATIONS

HRC was asked to provide amended engineering costs to redirect the focus on rehabilitating the existing high service pumping station, and their amended costs include an additional \$35,170.00. This brings the design and construction engineering costs to a total of \$171,500.00. These engineering costs are included in the approved 2016-2017 Water Treatment budget, under line 402-591-000-982.005.

HISTORY, BACKGROUND and DISCUSSION

The original plan was to design and construct a redundant high service pumping station to compliment the older existing station, but once design was nearly complete, it was determined the cost would be near double the original estimate. Using this information, we decided to refocus efforts on rehabilitating the existing pumping station with several new pumps, new piping, some electrical upgrades and appropriate floor drainage.

DISCUSSION OF THE ISSUE

The high service pumping station is the connection between the water treatment plant and the water distribution system, with pumps providing pressure and flow into the water mains that carry water to the City's customers. Upgrades to the existing high service pumping station will allow continued operation with newer technology in an existing structure. This amended engineering agreement will take into consideration the proposed design and construction adjustments on the project.

POSITIONS

I recommend approval of the amendment to the Professional Services Agreement with Hubbell, Roth and Clark.



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915

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. Tressell
Randal L. Ford
William R. Davis
Dennis J. Benoit
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
Todd J. Sneathen
Aaron A. Uranga

HUBBELL, ROTH & CLARK, INC.

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

June 20, 2016

City of Jackson
161 W. Michigan Avenue, 11th floor
Jackson, Michigan 49201

Via: E-Mail – tknepper@cityofjackson.org

Attn: Mr. Todd Knepper, Director of Public Works

Re: Amendment to High Service Pumping Station
Engineering Professional Service Agreement

HRC Job No. 20150631

Dear Mr. Knepper:

After completion of the Basis of Design Study for the High Service Pumping Station project, it was determined that the construction of a new high service pump station at this time was not financially feasible. Based on discussion with the City staff, it was decided to update the existing high service pump station to improve existing reliability and operational control. The following tasks would be further evaluated and included in a report prior to commencing the design phase. Additional services include the following:

Evaluation Tasks:

- Perform Laser Scan of the existing pump station
- Replacement of a portion of the existing piping, joints and valves
- Replace existing pumps and provide variable frequency drives for pumps #4 and #5
- New Ella Sharp Park discharge
- Convert pump station electrical service to 480 volts.
- 20" Drain survey
- Final evaluation report

These additional engineering services are beyond those identified in our proposal dated September 30, 2015. Hubbell, Roth & Clark, Inc. (HRC) is requesting an amendment for the High Service Pumping Station project. The current contract value for the above noted project is a not-to-exceed budget of \$136,330. Due to the additional scope of services, we request an additional \$35,170 of effort be incorporated into the budget. This additional amount brings the proposed not-to-exceed total to \$171,500.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Todd Sneathen, P.E.
Associate

TJS

pc: Jackson; B. Koehn
HRC; K. McCormack, T. Grant, File

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Amendment 4 to the 2014 Major Street Design and Engineering contract

Recommendation:

Approval of Amendment 4 to the contract for 2014 Major Street Design and Engineering with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$87,000.00, and authorization for the City Manager and City Engineer to sign the contract documents.

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

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

PHB

Attachments

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: July 12, 2016

RECOMMENDATION: Approval of Amendment 4 to the contract for 2014 Major Street Design and Engineering with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$87,000.00, and authorization for the City Manager and City Engineer to sign the contract documents.

SUMMARY

On June 24, 2016, City Council awarded the 2014 Major Street Design and Engineering contract to Hubbell, Roth & Clark, Inc (HRC) of Bloomfield Hills, MI. Engineering is seeking to amend this contract to add the design and engineering services for Wisner Street along with construction engineering services for Wisner and North Street beyond the original contract scope. Also to add design services to the 2016 CDBG Streets and Downtown Parking Lots.

BUDGETARY CONSIDERATIONS

The amended contract amount for 2014 Major Street Design and Engineering is \$436,167.04. The total amount for Amendment 4 is \$87,000.00, bringing the revised contract amount to \$523,167.04.

HISTORY, BACKGROUND and DISCUSSION

On June 24, 2014 the City Council awarded the 2014 Major Street Design and Engineering contract to HRC in the amount of \$165,294.30 for construction inspection on North Street and the design and construction engineering on Wisner Street. On June 23, 2015, City Council approved Amendment 1 in the amount of \$49,702.00 for engineering services to rehabilitate the Jackson Crossing Sanitary Lift Station. On December 15, 2015 City Council approved Amendment 2 in the amount of \$113,860.30 for engineering services on the CDBG Streets of Edward and Winthrop Streets plus downtown parking lots. On February 23, 2016 City Council approved Amendment 3 in the amount of \$107,310.44 for engineering services on downtown streets Jackson, Mechanic and Francis, bringing the amended contract to a total amount of \$436,167.04.

DISCUSSION OF THE ISSUE

The Wisner Street design was modified several times and the project ended up sliding from 2015 to 2016. The actual items for Wisner and North are in the attached letter from HRC. In the CDBG streets we have added additional water main. For the parking lot work we have added the alley next to Lot 9 and the pedestrian alley next to Lot 6.

POSITIONS

Engineering recommends that Amendment 4 to the contract for the 2014 Major Street Design and Engineering with HRC be approved at their not-to-exceed cost of \$87,000.00. Funding is available in the Major Street, Local Street and Parking Funds. I also request that the City Manager and City Engineer be authorized to sign the contract documents.

ATTACHMENT

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. Benoit
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
Todd J. Sneathen
Aaron A. Uranga

HUBBELL, ROTH & CLARK, INC.

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

July 1, 2016

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

Via: E-Mail – jdowling@cityofjackson.org

Attn: Mr. Jon H. Dowling, PE – City Engineer
Re: Amendment 4 to 2014 Major Street Design and Construction Engineering Services
HRC Job No. 20140380

Dear Mr. Dowling:

As discussed with you, Hubbell, Roth & Clark, Inc. (HRC) is submitting this amendment for the above noted project. This amendment covers work at Wisner Street, North Street and the CDBG Street and Parking Lot job. As part of the project, HRC has provided additional design engineering services and will require additional construction engineering and observation services. Additional services are as stated below.

Wisner Street Design Engineering:

- ≡ Submittal of a State Historic Preservation Offices application
- ≡ New Sidewalk and driveway replacement on the west side of Wisner Street from Home Depot north to Boardman Road.
- ≡ New fire hydrants to replace the older models along the project corridor
- ≡ Drainage at the northeast quadrant of the Boardman Road and Wisner Street intersection due to widening of the curb and gutter to reduce over tracking.
- ≡ Resubmittal of the maintenance of traffic MDOT permit due to pushing the construction season to 2016.
- ≡ Additional submittal of final plans based on revised plans and revised letting date.
- ≡ HRC was requested to review plans in an effort to reduce estimated construction costs to reduce the assessment requirements of property owners. This resulted in providing several plan and estimate iterations after initial GI plans were submitted.

Wisner & North Streets Construction Engineering and Observation:

- ≡ Additional observation effort for North Street construction
 - ≡ Additional effort was due to greater than 40 hour work weeks
- ≡ Additional observation effort for Wisner Street construction
 - ≡ Additional effort due to greater than 40 hour work weeks and additional design features such as sidewalk, hydrants and drainage
- ≡ Wage rate modifications for constructing in the 2016 season. Wisner Street was initially planned for a 2015 construction season.

CDBG & Parking Lots Design Engineering:

- ≡ Design and topographic survey for replacement of approximately 800 feet of 12" water main beginning at the east end of Winthrop traversing the high school property to Steward Street on the west end.
- ≡ Additional topographic survey and design of connection of new water main to existing

- water main on Steward Street
- ≡ Design for the reconstruction of the alley west of lot 9 including installation of curb and gutter.
 - ≡ Design of parking lot 9 storm sewer
 - ≡ Preparation of plans for parking lot 9A which included the installation of curb and gutter, modification to entrance from existing alley and new storm sewer.
 - ≡ Design of pedestrian walkway on the east side of lot 6
 - ≡ Additional observation effort for North Street construction

For the Wisner & North Street design and construction engineering services we are requesting an additional \$74,900. For the CDBG and Parking Lot Design Engineering services we are requesting an additional \$12,100. This additional effort brings the proposed not-to-exceed total for this contract to \$523,167.

We appreciate this opportunity to be of service to the City of Jackson Engineering Division. Please feel free to contact the undersigned at (616) 430-9708 if you have any questions.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



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

pc: HRC; J. Morgan, T. Sneathen; File

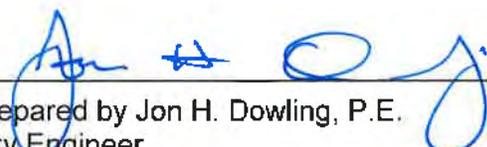
**AMENDMENT NO. 4
To Contract for
2014 Major Street Design and Construction Engineering Services
City of Jackson, Michigan**

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

ORIGINAL CONTRACT AMOUNT	\$165,294.30
AMENDMENT NO. 1	\$49,702.00
AMENDMENT NO. 2	\$113,860.30
AMENDMENT NO. 3	\$107,310.44
CONTRACT AMOUNT AS SET BY AMENDMENT NO.3	\$436,167.04
AMENDMENT NO. 4 Details of changes shown on the attached sheets.	\$87,000.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.4	\$523,167.04

REASON FOR AMENDMENT:

To modify design and construction engineering services for Wisner Street, North Street, Winthrop water main and alleys adjacent to parking lots as described in the letter by Hubbell, Roth & Clark, Inc.



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

ACCEPTED BY:

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

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Patrick H. Burtch, City Manager

Date:

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Patrick Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Resolution Creating an Obsolete Property Rehabilitation District

Recommendation:

Approve a resolution creating an Obsolete Property Rehabilitation Act (OPRA) District in an area with the boundaries of Louis Glick Highway to the north and W. Washington Avenue to the south.

Attached is a report from the City Attorney requesting the approval of a resolution creating an Obsolete Property Rehabilitation Act (OPRA) District. Your consideration of the attached is appreciated.

PHB

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Smith, City Attorney 
DATE: Council Meeting – July 12, 2016
SUBJECT: Request to approve a Resolution creating an Obsolete Property
Rehabilitation District

Recommendation: Please APPROVE the attached proposed Resolution.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Smith, City Attorney
DATE: Council Meeting – July 12, 2016
RECOMMENDATION: Please APPROVE the attached Resolution creating an Obsolete Property Rehabilitation District

SUMMARY

The attached Resolution creates an Obsolete Property Rehabilitation Act (OPRA) District in an area with boundaries of Louis Glick Highway to the north and W. Washington Avenue to the south. The legal description is attached to the Resolution. Also included is a map showing the boundaries of the district.

HISTORY, BACKGROUND and DISCUSSION

The State of Michigan has established an obsolete property rehabilitation district act (Public Act 146 of 2000) which allows for the exemption of certain taxes for properties satisfying the definition of obsolete property (commercial property or commercial housing property that is blighted and/or functionally obsolete). The City of Jackson has identified several properties within the City which can be defined as obsolete property in accordance with Public Act 146 of 2000. A 100% tax exemption can be given for improvements to properties (exclusive of the land and personal property) within the district for up to 12 years.

Creation of the OPRA district will enable the City of Jackson to assist developers wishing to develop properties within the district by providing tax exemptions to qualified applicants.

POSITIONS

Please APPROVE the attached budget Resolution.

ATTACHMENT: Resolution

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the State of Michigan has established an obsolete property rehabilitation district act (Public Act 146 of 2000) which allows for the exemption of certain taxes for properties satisfying the definition of obsolete property (commercial property or commercial housing property this is blighted and/or functionally obsolete); and

WHEREAS, the City of Jackson is a qualified local governmental unit as defined by Public Act 146 of 2000; and

WHEREAS, the City of Jackson has identified several properties within the City which can be defined as an obsolete property in accordance with Public Act 146 of 2000;

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson wishes to establish an Obsolete Property Rehabilitation Act District for the land area identified in Exhibit A based upon the following criteria:

- A. Obsolete property in an area characterized by obsolete commercial property or commercial housing property.
- B. Commercial property that is obsolete property that was owned by a qualified governmental unit on the effective date of this act, and subsequently conveyed to a private owner.

BE IT FURTHER RESOLVED that the City of Jackson wishes to hold a public hearing on July 12, 2016 to consider the establishment of the Obsolete Property Rehabilitation Act District in accordance with Public Act 146 of 2000 as a means of establishing a process for a 100% tax exemption on the improvements within a rehabilitation facility, exclusive of the land and personal property, for up to 12 years.

BE IT FURTHER RESOLVED that the City of Jackson finds and determines that the proposed Obsolete Property Rehabilitation Act District meets the requirements set forth in Section 3(1) of Public Act 146 of 2000.

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

I, Randy J. Wrozek, Jr., City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 12th day of July, 2016.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this 12th day of July, 2016.

City Clerk

EXHIBIT A

Land situated in the City of Jackson, County of Jackson and State of Michigan legally described as the following:

Commencing at the intersection of the centerlines of First St and Washington St, which point is 33 feet north and 33 feet west of the northwest corner of Lot 3, Block 3, Livermore Wood & Eaton's Addition, thence North to the intersection of the centerlines of First St and Washington Ave which is the Point of Beginning of this description, thence easterly along the centerline of Washington Ave to the centerline of S Cooper St, thence northerly along the centerline of S Cooper St to the centerline of E Michigan Ave, thence westerly along the centerline of E Michigan Ave to the centerline of Glick Hwy (commonly known as Louis Glick Hwy), thence continuing westerly along the centerline of Glick Hwy to the centerline of Steward Ave, thence southerly along the centerline of Steward Ave to its intersection with the centerline of Washington Ave, thence continuing southeasterly along the centerline of Washington Ave to the point of beginning.

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney 

DATE: Council Meeting – July 12, 2016

SUBJECT: Request to Approve a Motion to Renew the repeal of Section 14.9.1 and portions of 14.42.1 of the City of Jackson Code of Ordinances, and then Approve the Ordinance repealing those sections.

Recommendation: RENEW the Motion to APPROVE the attached Ordinance repealing Sections 14.9.1 and portions of Section 14.42.1, and then APPROVE the attached ordinance.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – July 12, 2016

RECOMMENDATION: Please Approve a Motion to Renew the repeal of Section 14.9.1 and portions of 14.42.1 of the City of Jackson Code of Ordinances, and then Repeal those sections.

SUMMARY

At the June 14, 2016 City Council meeting, an ordinance was proposed to repeal Section 14.91.1 and portions of 14.42.1 of the City of Jackson Code of Ordinances. The ordinance was approved for second reading on June 28, 2016. When the ordinance came before the City Council for second reading, the repeal did not pass. As a result, these sections of the Code are still effective.

HISTORY, BACKGROUND and DISCUSSION

At the May 24, 2016 City Council meeting, the City Council approved a new rate structure for inspections of non-owner occupied residential properties. The new rate structure is based on an hourly rate system. The new rate takes into account the amount of time spent on inspections. The ordinance that was proposed on June 14, 2106 and failed on Jun 28, 2016 was meant to repeal the 3 year registration cycle provisions as they no longer work in harmony with the hourly rate inspection charges, because well-maintained properties will take less time and therefore result in a lower inspection fee. The new rate method will inherently reward owners who have well maintained properties. Leaving the 3 year registration cycle in place would result in a double reward to property owners that has not been taken into account when determining the hourly rate for inspections. The hourly rate methodology is based on a two year cycle. As a result, there is no need for keeping the 3 year registration cycle. If the 3 year registration cycle were retained then the hourly rate for inspections would need to increase.

In addition, the 3 Year Cycle allows the option to pay for the 3 Year Cycle if a property owner is in compliance on the 90 day re-inspection. As the City now has an hourly rate structure, paying a set fee for a 3 Year Cycle does not harmonize with the hourly rate structure.

Due to the fact that the ordinance repeal failed, a motion to renew must be made to bring the ordinance before the City Council again. Once the motion to renew the ordinance passes, then the ordinance itself must be voted on.

A clean and black-lined version of the proposed Ordinance is attached for your review.

POSITIONS

Please APPROVE the RENEWAL of the motion to repeal Section 14.9.1 and portions of 14.42.1. and APPROVE the attached proposed ordinance repealing those sections.

ATTACHMENT: Resolution
 Clean version of proposed ordinance
 Black-lined version of proposed ordinance

ORDINANCE 2016 - _____

An Ordinance amending Chapter 14, Sections 14-9.1 and 14-42.1 of the City of Jackson Code of Ordinances, to eliminate the optional three year non-owner occupied residential property registration and inspection cycle, 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 eliminate the optional three year non-owner occupied residential property registration and inspection cycle, for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Section 2.

That Chapter 14, Sections 14-9.1 and 14-42.1 of the City of Jackson Code of Ordinances shall read as follows:

Section 14-9.1 is Repealed.

* * *

Sec. 14-42.1. - Issuance of certificate of compliance.

The certificate of compliance shall be issued only upon an inspection of the premises by the chief building official or his or her appointed designee.

- (1) The chief building official shall not issue a certificate of compliance when any existing condition constitutes a violation of this article.
- (2) Upon a finding that there is not a condition that would constitute a violation of this article, the certificate of compliance shall be issued. Upon a finding that there is a condition that would constitute a violation of this article, the certificate of compliance shall not be issued, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45. Upon reinspection and proof of compliance, the order shall be rescinded and a certificate of compliance shall be issued. Unless stated otherwise, a certificate shall not be valid for a period of more than two (2) years from the date of the last initial inspection of the premises.
- (3) A certificate of compliance shall be issued on condition that the building or structure remains free from violations of this article. If upon reinspection pursuant to section 14-42 of this article the chief building official determines that conditions exist which constitute a violation of this article, the certificate shall be immediately suspended as to

affected areas, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45 of this article. On reinspection and proof of compliance, the order shall be rescinded and the suspended certificate reinstated or a new certificate issued.

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

ORDINANCE 2016 - _____

An Ordinance amending Chapter 14, Sections 14-9.1 and 14-42.1 of the City of Jackson Code of Ordinances, to eliminate the optional three year non-owner occupied residential property registration and inspection cycle, 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 eliminate the optional three year non-owner occupied residential property registration and inspection cycle, for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Section 2.

That Chapter 14, Sections 14-9.1 and 14-42.1 of the City of Jackson Code of Ordinances shall read as follows:

~~Sec. 14-9.1. Optional three-year registration cycle for eligible dwellings. Section 14-9.1 is Repealed.~~

- ~~(a) *Eligibility.* To be eligible for the three (3) year registration cycle under this section, a non-owner occupied residential dwelling must do all of the following:~~
- ~~(1) Receive a certificate of compliance for the most recent initial inspection or the first reinspection following the most recent initial inspection; and~~
 - ~~(2) Have received a certificate of compliance during or after the year 2012, but prior to receiving the certificate of compliance that makes the dwelling eligible for the three (3) year registration cycle.~~
- ~~(b) *Optionality.* A non-owner occupied residential dwelling that is eligible for the three (3) year registration cycle has the option to register and comply with the two (2) year registration cycle provided in section 14-9 or to register and comply with the three (3) year registration cycle provided in this section.~~
- ~~(c) *Duration.* The registration for a non-owner occupied residential dwelling that registers for the three (3) year registration cycle provided in this section is only valid until the last day of June before the third July 1st after the most recent certificate of compliance was issued.~~
- ~~(d) *Registration renewal.* A renewal property registration under this section must be applied for at least sixty (60) days prior to the last day of June before the third July 1st after the certificate of compliance was issued.~~

- ~~(e) Refuse removal verification. At the time of registering the property under the three (3) year registration cycle provided for in this section, the property owner shall sign a verification statement that the property is in full compliance with the requirements of Chapter 12 of the City of Jackson's Code of Ordinances.~~
- ~~(f) Violation. Failure to timely register, apply for, sign the verification statement regarding refuse removal, or renew a property registration is a violation of this article and shall subject the applicant to late fees.~~

* * *

Sec. 14-42.1. - Issuance of certificate of compliance.

The certificate of compliance shall be issued only upon an inspection of the premises by the chief building official or his or her appointed designee.

- (1) The chief building official shall not issue a certificate of compliance when any existing condition constitutes a violation of this article.
- (2) Upon a finding that there is not a condition that would constitute a violation of this article, the certificate of compliance shall be issued. Upon a finding that there is a condition that would constitute a violation of this article, the certificate of compliance shall not be issued, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45. Upon reinspection and proof of compliance, the order shall be rescinded and a certificate of compliance shall be issued. Unless stated otherwise, a certificate shall not be valid for a period of more than two (2) years from the date of the last initial inspection of the premises. ~~When a dwelling has been registered for the three (3) year registration cycle provided in section 14-9.1, the certificate of compliance shall not be valid for a period of more than three (3) years after the date of the most recent initial inspection.~~
- (3) A certificate of compliance shall be issued on condition that the building or structure remains free from violations of this article. If upon reinspection pursuant to section 14-42 of this article the chief building official determines that conditions exist which constitute a violation of this article, the certificate shall be immediately suspended as to affected areas, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45 of this article. On reinspection and proof of compliance, the order shall be rescinded and the suspended certificate reinstated or a new certificate issued.

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

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Daniel P. Greer, 3rd Ward City Councilmember *DPG*

DATE: July 12, 2016

SUBJECT: MML Annual Convention – Voting Delegate

RECOMMENDATION:

To nominate and elect Mayor Bill Jors as the voting delegate, and Vice Mayor Derek Dobies to serve as the alternate voting delegate to represent the City at the Annual Michigan Municipal League Convention to be held on Mackinac Island, from September 14-16, 2016.

Since I currently serve on the MML Board of Trustees, I am making the above recommendation. Your consideration and approval of Mayor Jors' designation as voting delegate, and Vice Mayor Dobies as alternate voting delegate is appreciated.

DPG:skh

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick Burch, City Manager *PHB*

DATE: July 12, 2016

SUBJECT: JPAC Public Arts Panels Projects Request

Recommendation:

Consider a request from the Jackson Public Arts Commission to use vacant lots within the City limits to install Public Arts Panels.

Attached please find a report from the Jackson Public Arts Commission Chair regarding the Public Arts Panels Projects. Your consideration of the attached is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Janet Meyer, Jackson Public Arts Commission

DATE: July 12, 2016

RECOMMENDATION: Allow use of below referenced vacant lots within city limits in install nine (9) mini murals for the Jackson Public Arts Panels project.

GOALS: Provide the public a legal space to create art in the public view. Build a bridge between the community and the Jackson Public Arts Commission. Possibly create a funding source for more JPAC projects.

SUMMARY

Public Art Panels Project Purpose: To provide a legal place for the public to add their own interpretation of art without damaging the historical value of downtown architecture. Adding color and community involvement from children to emerging artists.

Jackson Public Arts Commission has selected 9 vacant city lots to install 9 - 4' x 10' marine board and or metal sheet panels with 4"x4" posts. These 9 boards will then be primed white then the words "#JXNART" and "Paint me" placed in the lower right hand corner. Along with the project board will be a small instruction panel next to it giving basic instructions such as "Please have courtesy for this is a public piece" "keep art tasteful" "keep or replace hashtag," "Share on social media using the hashtag "#JXNART".

These panels are open to any artist to paint. The project allows for artistic expression within its given neighborhood location.

In late October, the boards will be taken down and will be encased under an acrylic front with the same board dimensions, forever sealing the art. At that time, JPAC will place the pieces up for auction providing funds for future JPAC projects or to continue the Public Arts Panels Projects.

City to install one panel in each one of the vacant lots listed below:

1. Ward 6: Fourth Street. Lot numbers: 3-323300000;3-325300000;3-325400000
2. Ward 3: 1111 Lansing Ave: 1-065400000
3. Ward 2 : 1502 Plymouth: 6-050400000
4. Ward 1: Adrian Ave.: 5-095200000; 235 E. Mansion: 5-190300000
5. Ward 5: 424 W. Michigan: 2-0072.2000; 426 W. Michigan: 2-005600000; 607 S. Blackstone: 4-043400000
6. Ward 4: 939 N. West Ave: 2-130900000.

BUDGETARY CONSIDERATIONS

\$1,500.00 in Materials. A local company has offered to assemble all panels, mounts and posts at no cost. This amount is budgeted in account number 401-901-000-976.054.

POSITIONS

Any position within the city that provides installation of posts on properties.

ATTACHMENTS: None

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Approve Lease-Purchase of 2017 Ford F-550 Bucket Truck

Recommendation:

Approve the lease-purchase of a new 2017 Ford F-550 bucket truck from Cannon Truck Equipment, Shelby Township, through the State of Michigan MiDeal purchasing contract #071B2200263. The lease period is proposed as four (4) annual payments of \$30,417.00 per year.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Todd Knepper, Director of Public Works
DATE: July 12, 2016
RECOMMENDATION: Approve Lease-Purchase of 2017 Ford F-550 Bucket Truck

SUMMARY

The City of Jackson signal shop maintains all the traffic signals in Jackson County through agreements with the County and the State of Michigan, and a bucket truck is a necessary piece of equipment to access the signals, wires and other control devices. The signal shop is currently operating with a 2000 Ford F-450 that is in dire need of repairs, and has failed recent bucket inspections. Repairs have been made to keep it in operation, but consideration should be given to a new replacement vehicle.

BUDGETARY CONSIDERATIONS

The cost of the proposed truck and equipment is \$115,052.00, and in order to accommodate the Motor Pool budget restrictions, a lease-purchase program is being recommended through Lease Corporation of America. The lease-program is proposed as four (4) years at a 3.86% interest rate. Annual payments would be \$30,417.00, with the initial payment included in the approved 2016-2017 Motor Pool budget, line 661-454-000-982.

HISTORY, BACKGROUND and DISCUSSION

This vehicle and associated equipment is critical for the safety and well-being of the entire county in terms of maintaining traffic signals during regular work hours and emergency requirements, and the reliability of a new truck and equipment is vital.

DISCUSSION OF THE ISSUE

Given the current condition of the present 2000 vehicle, and the known mechanical issues, replacement is the most reliable option.

POSITIONS

I recommend approval of a lease-purchase agreement with Lease Corporation of America through Cannon Truck Equipment for the lease-purchase of a new 2017 Ford F-550 bucket truck.

Date: 6/27/2016

Customer: City of Jackson, MI
521 Water Street
Jackson, MI 49203

Vendor: Cannon Truck Equipment

Sales Rep: John Willerer

Equipment Type: 2017 Ford F-550

Equipment Cost: \$115,052.00

Payment Mode: Annual in Advance

This is a finance/ownership contract. No residual value.

4 Year

Annual in Advance	\$30,417.00
Advance Payment	\$30,417.00
Interest Rate	3.860%

Terms & Conditions

- *This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- *Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- *This transaction must be credit approved, all documents properly executed and returned to Lease Corporation of America and the transaction funded on ALL proposals within 30 days from above proposal date. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignee then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- *This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- *OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT.

Contact your dedicated LCA Account Executive for more information



CANNON
truck equipment

METRO DETROIT
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J29773

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1075
CITY OF JACKSON
521 WATER STREET

JACKSON, MI 49203

02/16/16: Quote Date
: Expire Date
N30: Terms
: Delivery

Contact: CHUCK PARK 517-206-2184 Phone: 517-788-4030 Fax: 517-788-4639

QUOTATION

MI-DEAL CONTRACT #071B2200263

- (1) VERSALIFT SST-37-EIH INSULATED, FRONT MOUNTED 37' TELESCOPIC AERIAL PLATFORM LIFT, 42' WORKING HEIGHT, EQUIPPED AS FOLLOWS:
- PLATFORM CAPACITY OF 350 LBS.
 - CLOSED 24"X 30"X 42" FIBERGLASS PLATFORM W/ ONE CURBSIDE STEP.
 - ***-PATENTED TRU GUARD DIELECTRIC ISOLATING SYSTEM
 - PLATFORM MOUNTED FULL PRESSURE UNITROL SINGLE-STICK CONTROL WITH SAFETY TRIGGER AND EMERGENCY STOP.
 - HYD TOOL POWER AT PLATFORM WITH DRIPLESS COUPLERS
 - VINYL PLATFORM COVER
 - 50KV PLATFORM LINER
 - CONTINUOUS ROTATION
 - 180 DEGREE BUCKET ROTATOR
 - STANDARD PEDESTAL
 - EMERGENCY POWER
 - LOWER BOOM INSERT (CHASSIS INSULATION SYSTEM)
 - SAFETY BELT AND LANYARD
 - REAR TORSION BAR
 - 3 GPM HYD SYSTEM W/THROTTLE TO 5GPM HYD MAX
 - CHELSEA HOT SHIFT PTO AND DIRECT MOUNT PUMP
 - HOUR METER TO RECORD AERIAL/PTO HOURS

SERVICE BODY:

- (1) CANNON MODEL PAG 132 11' ALUMINUM SERVICE BODY
- STAINLESS STEEL STEALTH T HANDELS
 - 1ST VERTICLE COMPARTMENT CURBSIDE ON FIXED SHELF (INVERTER MOUNTED ON SHELF)
 - 2ND VERTICLE CURBSIDE 2 ADJ SHELVES
 - 3RD HORIZONTAL CURBSIDE SLIDE OUT TOOL BOX W/3 PULLOUT DRAWERS
 - 4TH VETICLE CURBSIDE SLIDEOUT TOOL BOX W/9 PULLOUT DRAWERS
 - 1ST VERTICLE DRIVERSIDE 2 ADJ SHELVES
 - 2ND VERTICLE DRIVERSIDE 2 ADJ SHELVES
 - 3RD HORIZONTAL DRIVERSIDE 1 FIXED SHELF
 - 4TH VERTICLE DRIVERSIDE NO SHELF, HOT STICK SHELF AT REAR

*** CONTINUED NEXT PAGE ***



CANNON
truck equipment

METRO DETROIT
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J29773

STATE REG NO: FL51568
DEALER LICENSE NUMBER: B6542

Page 2

Customer: 1075
CITY OF JACKSON
521 WATER STREET

JACKSON, MI 49203

02/16/16: Quote Date
: Expire Date
N30: Terms
: Delivery

Contact: CHUCK PARK 517-206-2184 Phone: 517-788-4030 Fax: 517-788-4639

-SPRAY IN LINER FOR CARGO AREA, UP INSIDES, TOP OF BOXES AND APPRX 4" UP
EXTERIOR SIDES

- 1) INVERTER (FOR HAND TOOLS ONLY)
 - GO POWER GP-3000 3000 WATT INVERTER
 - 2 GFI OUTLETS OFF BACK
 - 30" TAILSHELF
 - CURBSIDE REAR ACCESS STEP IN TAILSHELF
 - ELECTRIC BACK UP ALARM
 - BETTS DRI-SEAL #351044 ELECTRICAL CIRCUIT BOX

- 1) MUNICIPAL STROBE PACKAGE
 - 8 LED STROBE LIGHTS MOUNTED 2 PER CORNER OF SERVICE BODY
 - 2 FRONT GRILL MOUNT LED STROBE LIGHTS MOUNTED UP HIGH IN GRILL
 - REAR 6" OVAL STROBES MOUNTED IN REAR POST
 - SWITCH TO OEM SWITH IN CAB

- 1) CANNON REAR HITCH W/ BRACING TO REAR OF TRUCK
 - ELECTRIC BRAKE CONTROL FOR 2 TO 6 BRAKING WHEELS ON TRAILER
 - SAFETY CHAIN D-RINGS
 - BH8-2000 PINTLE BALL COMBINATION HITCH
 - 7 PIN ROUND RV TRAILER PLUG

TOTAL PRICE.....\$59,895.00

- 1) 2017 FORD F-550 CHASSIS 4X4 SUPER CAB 192" WB / 84" CA
 - 6.7 DIESEL
 - 5-SPEED AUTO TRANS
 - 4.88 NON LIMITED SLIP AXLE
 - PAYLOAD UPGRADE TO 19500 GVWR
 - 40 GALLON FUEL TANK
 - POWER EQUIPMENT GROUP
 - AC
 - SNOW PLOW PACKAGE
 - PTO PROVISION
 - EXTRA HEAVY DUTY ALTERNATOR
- CHASSIS PRICE.....\$50,495.00

*** CONTINUED NEXT PAGE ***



CANNON
truck equipment

METRO DETROIT
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J29773

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 3

Customer: 1075
CITY OF JACKSON
521 WATER STREET

JACKSON, MI 49203

02/16/16: Quote Date
: Expire Date
N30: Terms
: Delivery

Contact: CHUCK PARK 517-206-2184 Phone: 517-788-4030 Fax: 517-788-4639

TOTAL PACKAGE PRICE.....\$110,390.00

OPTIONS:

- 1) PVC TUBE SHOVEL RACK WITH 6 OPENINGS ADD.....\$ 495.00
(LOCATED IN LOAD AREA)
- * ALL TERRAIN TIRES.....\$ 275.00
- * FLOOR MATS.....\$ 90.00

- 1) STANLEY ID07 HYDRAULIC IMPACT DRILL
-1/2" SQUARE DRIVE
-4-12 GPM MAXIMUM
TOTAL PRICE.....\$ 1,330.00

- 1) GREENLEE HYDRAULIC HAMMER DRILL
-SDS PLUS SHANK
-4202 IMPACTS PER MINUTE @ 5 GPM
TOTAL PRICE.....\$ 2,472.00

TOTAL PACKAGE PRICE WITH OPTIONS.....\$115,052.00

TRADE IN ALLOWANCE FOR CURRENT FORD F-450 WITH SST36.....\$ 7,500.00

THANK YOU,

JOHN WILLERER
CANNON TRUCK EQUIPMENT

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY & THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Approve a Wastewater Treatment Rate Study Professional Services Agreement with Burton and Associates.

Recommendation:

Approve a Professional Services Agreement with Burton and Associates, Jackson, to conduct a rate study and design a rate structure to recover wastewater treatment costs in accordance with service agreements between the City of Jackson and the Townships customer communities serviced by the City's wastewater treatment plant.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Todd Knepper, Director of Public Works

DATE: July 12, 2016

RECOMMENDATION: Approve a Wastewater Treatment Rate Study Professional Services Agreement with Burton and Associates.

SUMMARY

The City of Jackson provides wastewater treatment services to multiple surrounding townships, communities and the State Prison of Southern Michigan. Included in the service agreements is a method of calculating cost recovery through rates that are reviewed and adjusted annually. The City is in the process of negotiating new wastewater treatment service agreements, and part of the new agreements includes updating the rate structure and methodology. With this in mind, the City requested rate study proposals and received nine proposals for consideration.

BUDGETARY CONSIDERATIONS

All proposals and costs were opened and reviewed by both City and customer community representatives, and while costs were known, a majority of consideration was given to the presentation of written proposals. Cost proposals presented were:

H. J. Umbaugh and Associates - \$18,000

Tetra Tech - \$19,452

Jones and Henry - \$29,703

Burton and Associates - \$34,500

Raftelis Financial Consultants - \$39,980

UHY Advisors - \$45,000-\$48,000

UFS - \$46,325

Black & Veatch - \$55,285

Ernst & Young - \$95,000-\$145,000

HISTORY, BACKGROUND and DISCUSSION

Each wastewater treatment service community participated in review of the proposals, and initial selection narrowed the field to four firms, Burton and Associates, Raftelis Financial, Umbaugh and Jones and Henry. Each firm was then provided the opportunity to present their capabilities and potential rate solutions to the wastewater service group. Following presentations and review of additional information, and with

unanimous agreement to select a financial firm rather than an engineering firm, the overall consensus was to recommend Burton and Associates, based on the proposed rate methodology, team presentation and their local Jackson office representation.

DISCUSSION OF THE ISSUE

Existing wastewater treatment service agreements, and associated rate structures and methodologies, have been in place for decades. The opportunity to negotiate new agreements between the City and surrounding communities as well as update rate methodologies is ideal at this juncture. There is a strong partnership approach to this process, helping identify strength and continuity in our community.

POSITIONS

I recommend approval of a Professional Services Agreement with Burton and Associates to conduct a wastewater treatment cost recovery rate study.

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Award for 2016 Downtown Streets and Parking Lot Rehabilitation Project

Recommendation:

Approval of an award for the 2016 Downtown Streets and Parking Lot Rehabilitation project to Bailey Excavating of Jackson, Michigan at a cost of \$1,648,650.96, and authorization for the Mayor and City Treasurer/Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract award for the 2016 Downtown Streets and Parking Lot Rehabilitation project.

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

PHB

Attachment

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: July 12, 2016

RECOMMENDATION: Approval of an award for the 2016 Downtown Streets and Parking Lot Rehabilitation project to Bailey Excavating of Jackson, Michigan at a cost of \$1,648,650.96, and authorization for the Mayor and City Treasurer/Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On June 28, 2016, bids were opened in the Purchasing Department for the 2016 Downtown Streets and Parking Lot Rehabilitation contract. The project consists of milling and resurfacing Jackson, Mechanic and Francis Streets with bumpouts provided in parking areas. The project also includes rehabilitation of Parking Lots 6, 8 and 9.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was \$1,813,251.00. Bids were as follows:

Company	Bid
Bailey Excavating, Jackson, MI	\$1,648,650.96
Dunigan Brothers, Jackson, MI	\$1,776,541.50

This project will be paid out of Major Street, Local Street and Parking Funds.

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that Jackson Street was last milled and repaved in 1996, Mechanic Street was last milled and repaved in 1999 and Francis Street was reconstructed in 2002 and cracksealed in 2007. Each of these streets is due for capital preventive maintenance to preserve the life of the roadway. By review of aerial photos, Parking Lot 6 was built in the mid-1980s, Parking Lot 9 was built in the mid-1960s. Engineering records show that Parking Lot 8 was built in 1999.

DISCUSSION OF THE ISSUE

The project consists of mill and repaving along with building bumpouts in parking areas on Jackson, Mechanic and Francis Streets from Washington to Glick Hwy. Also included is pavement replacement in Lot 6, installation of curbs and paving in Lot 9 and crackfill and sealcoating in Lot 8.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the 2016 Downtown Streets and Parking Lot Rehabilitation contract be awarded to Bailey Excavating of Jackson, Michigan, for a cost of \$1,648,650.96. We also request that the Mayor and City Treasurer/Clerk be authorized to execute the appropriate documents.

JHD/ss

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney 
Patrick H. Burtch, City Manager

DATE: Council Meeting – July 12, 2016

SUBJECT: *Purchase Agreement with Jackson Area Association of Realtors, Inc.*

Recommendation: APPROVE the attached *Purchase Agreement* as presented and authorize the City Manager to sign the Agreement.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – July 12, 2016

RECOMMENDATION: APPROVE the attached *Purchase Agreement* with Jackson Area Association of Realtors, Inc. as presented and authorize the City Manager to sign the Agreement.

SUMMARY

The attached *Purchase Agreement* sets out the rights and responsibilities of the City of Jackson and potential purchaser Jackson Area Association of Realtors, Inc. (“JAAR”) as to the purchase of three lots located at 124 W. Mason Street, 126 W. Mason Street and 127 W. Franklin Street. These three properties are adjacent to JAAR’s offices, and JAAR intends to use the properties to construct a parking area. An aerial view and a map are attached for your reference.

HISTORY, BACKGROUND and DISCUSSION

The *Purchase Agreement* would allow JAAR to purchase the three properties for \$1.00 if they agree to enter into a *Development Agreement* with the City. JAAR would also agree to keep the lots mowed and maintained at all times if a parking lot is not built. JAAR will agree that if it constructs a parking lot, it will be in compliance with all City of Jackson Codes and will be kept clean and maintained.

Please review the attached *Purchase Agreement* for the full proposed terms. A *Development Agreement* is also part of the agenda and is the next agenda item. If the *Purchase Agreement* is not approved, you should also decline to approve the *Development Agreement*.

POSITIONS

APPROVE execution of the *Purchase Agreement* by the City Manager.

ATTACHMENTS: Purchase Agreement
Map of Area
Aerial view of properties

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **City of Jackson**, a Michigan municipal corporation, whose address is **161 W. Michigan Avenue, Jackson, MI 49201** (Seller), and **Jackson Area Association of Realtors**, a Michigan non-profit corporation whose address is **505 S. Jackson Street, Jackson, MI 49203** (Buyer), agree to sell and purchase the following real estate located in the City of Jackson, Jackson County, Michigan, described as follows:

See Exhibit A attached

Commonly known as 124 W. Mason Street, 126 W. Mason Street and 127 W. Franklin Street(the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay One dollar [**\$1.00**] and 00/100's (the Purchase Price), subject to building and use restrictions and easements, if any, and zoning ordinances, if any, on the following conditions:

1. EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer as soon as possible a commitment for title insurance issued by **American Title Company of Jackson** (the Title Company) in an amount not less than the Purchase Price and bearing a date later than the acceptance of this Agreement, with the owner's policy pursuant to the commitment to be issued insuring marketable title to the Property in Buyer.

2. TITLE OBJECTIONS

If objection to title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance under this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able and elects to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement.

3. EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of **\$1.00**, which shall be held by the Title Company and applied toward the Purchase Price at closing if the sale is consummated.

4. TAXES AND PRORATED ITEMS

All taxes which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (h) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Seller shall be responsible for payment of all installments due on or before closing for any special assessment against the Property. Buyer shall be responsible for payment of all installments due after closing on any special assessment against the Property. If any special assessment must be paid in full at closing, Buyer shall make such payment at closing.

5. IMPROVEMENTS

These are parcels of vacant land with no improvements.

6. CLOSING

Closing shall take place at the office of the Title Company. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than August 15, 2016.

7. PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any document preparation fee, excepting as to loan documents, shall be paid by Seller and Buyer equally. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax and governmental reporting documents as required by the Title Company.

8. POSSESSION

Possession of the Property shall be given immediately at closing.

9. SELLER'S DISCLOSURE STATEMENT

Buyer acknowledges receipt of a completed Seller's Disclosure Statement for the Property on or before the Effective Date (as defined below) of this Agreement.

10. INSPECTION CONTINGENCY

This offer is contingent on the Buyer, at the Buyer's option, having the land and its structures examined for physical condition including, but not limited to, satisfactory foundations; drainage; grading; and construction; by a contractor/professional inspector of Buyer's own choice and at Buyer's own expense within five (5) days of the Effective Date (as defined below). Unless Buyer notifies Seller, in writing, within seven (7) days of the Effective Date (as defined below) that Buyer has substantial cause to be dissatisfied with the results of such examinations, and which writing shall specifically recite the causes of such dissatisfaction, Buyer will be conclusively presumed to accept the condition of the premises "AS IS." If Buyer duly notifies Seller of Buyer's dissatisfaction, Seller shall have the option of providing for the making of the required repair or declaring this Agreement null and void and returning all deposits to Buyer. For the purpose of this Property Inspection Contingency, no individual cause for dissatisfaction costing less than **One Thousand and NO/100 (\$1,000.00) Dollars** to repair, as determined by the reasonable estimate of Seller's contractor, shall constitute "substantial cause to be dissatisfied."

11. CONDITION OF PROPERTY

Purchaser acknowledges and agrees that the Property shall be sold, and Purchaser shall accept possession of the Parking Garage on the Closing Date, "AS IS- WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price, and Purchaser shall assume the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by Purchaser's investigations during the Due Diligence Period or otherwise. Seller nor their respective officials, officers, employees, agents, representatives, successors or assigns (each, a "Seller's Representative" and, collectively, "Seller's Representative's") have or shall be deemed to have made any representations or warranties, express or implied, regarding the Property or any matters affecting the Property, including without limitation the physical condition of the Property, title to or boundaries of the Property, soil conditions, the presence or absence, location or scope of any Hazardous Materials in, at, or under the Property, compliance with building, health, safety, land use or zoning Laws, other engineering characteristics, traffic patterns and all other information pertaining to Property. Purchaser moreover acknowledges (i) that Purchaser is a sophisticated buyer, knowledgeable and experience in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property, (ii) that Purchaser has entered into this Agreement in reliance on its own (or its experts') investigation of the physical, environmental, economic and legal condition of the Property, and (iii) that Purchaser is not relying upon any representation or warranty concerning the Property made by Seller or Seller's Representatives other than as expressly set forth. Seller shall not have any liability of any kind or nature for any subsequently discovered defects in the Property whether that defects were latent or patent.

12. LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property shall be that as set forth in the commitment for title insurance to be obtained by Seller and furnished to Buyer pursuant to this Purchase Agreement.

13. BUYER'S DEFAULT

If Buyer fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly permitted, Seller shall have the right, in its sole discretion, to (a) terminate this Agreement and receive and retain the Earnest Money hereunder, which retention shall operate to terminate this Agreement and release Purchaser from any and all liability hereunder, and/or (b) enforce specific performance of Purchaser's obligation to execute the documents and pay the Purchase Price required for Seller to convey the Property to Purchaser. Seller shall give 10 days notice and an opportunity to cure any breach by Purchaser occurring less than 10 days prior to the agreed upon date of Closing. Notwithstanding the foregoing, in the event that Purchaser fails to develop the Property in accordance with a Development Agreement executed by the Parties within ten years of the Closing Date, Seller shall have the right to re-enter and re-possess the Property returned to it and to retain the Purchase Price.

14. SELLER'S DEFAULT

If Seller defaults under this Agreement, Buyer may, at Buyer's option, pursue all legal and equitable remedies available to Buyer under Michigan law, or demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this Agreement. If Buyer elects to a return of the deposit, the deposit shall be returned as liquidated damages. Buyer acknowledges and agrees that Buyer's election of a return of the deposit shall be Buyer's sole remedy, and Buyer shall have voluntarily waived any other legal or equitable remedy Buyer may have as a result of the default.

15. RISK OF LOSS

The risk of loss shall remain with the Seller until title transfer. Should such property be substantially damaged by fire or other casualty prior to filing the Deed the Buyer shall have the option to void this agreement in which event all earnest moneys shall be returned to the buyer and such agreement shall become null and void, or have such insurance proceeds deposited into escrow thereupon the purchase.

16. PURCHASER'S ACCESS TO PROPERTY

While this Agreement remains in effect, Purchaser and Purchaser's representatives shall have the right to enter upon the Property for the purpose of inspecting the Property and

making engineering tests and other investigations, inspections and tests related to Purchaser's development of the Property.

17. BINDING AGREEMENT

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties. Purchaser's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller under this Agreement.

18. TIME OF THE ESSENCE

Time is of the essence of this Agreement, but Buyer may waive this provision for the purpose of curing title defects.

19. BROKERS

Seller and Buyer represent and warrant to each other that they have not used or employed the services of any real estate brokers, sales agents, or finders in connection with the purchase and sale of the Property, and that any commissions owed to any broker, sales agent or finder shall be the sole responsibility of Buyer. Other than commissions owed to, if any, which shall be paid by Buyer, Seller and Buyer agree to indemnify, defend, and hold one another harmless with respect to any broker's commissions and/or finder's fees which are asserted or may become due as a result of the purchase and sale of the Property.

20. ENTIRE AGREEMENT

The parties agree that this Purchase Agreement contains the entire agreement between Seller and Buyer and that there are no agreements, representations, statements, or understandings which have been relied on by the parties to this Purchase Agreement which are not stated in this Purchase Agreement.

21. REPRESENTATIONS & WARRANTIES

Purchaser represents and warrants to Seller as follows:

(A) Purchaser is a duly formed and validly existing Limited Liability Company organized under the laws of the State of Michigan (and is qualified under the laws of Michigan to conduct business therein.)

(B) Purchaser has the full legal right, power, authority and financial ability to execute and deliver this Agreement and Purchaser's Documents, to consummate the transactions contemplated hereby, and to perform its obligations hereunder and under Purchaser's Documents.

(C) This Agreement and Purchaser's Documents have been duly authorized by all requisite corporate action, action on the part of Purchaser, and are the valid and legally binding obligations of Purchaser, enforceable in accordance with their respective terms.

(D) This Agreement and Purchaser's Documents do not and will not contravene any provision of the articles and bylaws; partnership agreement; operating agreement; management agreement of Purchaser, any judgment, order, decree, writ or injunction issued against Purchaser, or any provision of any Laws applicable to Purchaser. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by Purchaser under any agreement to which Purchaser or any of its assets are subject or bound and will not result in a violation of any Laws applicable to Purchaser.

(E) Purchaser has no knowledge as of the date hereof of pending actions, suits, proceedings or investigations to which Purchaser is a party before any court or other Governmental Authority which is likely to have material adverse impact on the transactions contemplated hereby.

The representations and warranties of Purchaser set forth in this Agreement shall be true, accurate and correct in all material respects upon the execution of this Agreement, shall be deemed to be repeated on and as of the Closing Date (except as they relate only to an earlier date) and shall survive the Closing for a period of 90 days and shall not be merged in the Deed for that period, and no action or claim based thereon shall be commenced after that period unless the factual basis of the claim or cause of action asserted in the action was first identified with reasonable clarity in a written notice delivered to Purchaser not later than 90 days following the Closing Date.

22. NOTICES

(a) All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller, Purchaser or Title Company may be required or desire to give pursuant to, under or by virtue of this Agreement must be in writing and sent by (i) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (ii) nationally-recognized courier guarantying next business day delivery, addressed as follows:

If to Seller:

City of Jackson
Attn: City Manager
161 W. Michigan Ave.
Jackson, MI 49201

With a copy to:

City of Jackson
Attn: City Attorney
161 W. Michigan Ave.
Jackson, MI 49201

If to Purchaser:

Jackson Area Association of Realtors
505 S. Jackson Street
Jackson, MI 49203

If to Title Company:

American Title Company of Jackson
280 W. Cortland Street
Jackson, MI 49201

23. GENERAL CONDITIONS

Each of the Exhibits referred to in this Agreement and attached to this Agreement is incorporated herein by this reference. The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained. This Agreement may be executed in a number of identical counterparts, each of which shall be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one agreement. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable.

24. FURTHER ASSURANCES

Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party.

25. INDEMNIFICATION

The Buyer agrees to release Seller, its agents, officials and employees from, and shall indemnify and save harmless the Seller, its agents, officials and employees against and, from all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Seller by reason of the following occurring during the term of this Agreement and particularly, but not solely, during the Inspection Period: any negligent or tortuous act or omission of the Purchaser or its agents, employees or assigns resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible and/or real property, including the loss of use therefrom.

26. ALL AGREEMENTS IN WRITING

The parties agree that this Purchase Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer.

27. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Michigan and shall be in Jackson County, Michigan.

28. EFFECTIVE DATE

The effective date of this Agreement, i.e., the date on which the timing provisions and contingencies of this Agreement begin (the Effective Date), shall be the date on which the last person to sign this document shall have signed the document. If the parties fail to insert the date they signed this Agreement beneath their signatures below, the Effective Date shall be the date on which Buyer received a fully executed copy of this document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW HIS OR HER SIGNATURE.**

29. CITY COUNCIL AUTHORIZATION

Notwithstanding any other provision, this Agreement is subject to the approval of the City of Jackson City Council.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

Buyer: Jackson Area Association of Realtors

Seller: City of Jackson

/s/ _____

/s/ _____

BY: _____

BY: _____

ITS: _____

ITS: _____

Dated: _____

Dated: _____

EXHIBIT A – DESCRIPTION OF REAL PROPERTY

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

The East 33 feet of the South $5 \frac{1}{4}$ rods of the East $\frac{1}{2}$ of Lot 2, Block 5 South, Range 1 East, Original Plat of the Village of Jacksonburgh, now City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 2, Jackson County Records.

Commonly known as: 124 W. Mason Street, Jackson, Michigan

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

The West 33 feet of the South $5 \frac{1}{4}$ rods of the East $\frac{1}{2}$ of Lot 2, Block 5 South, Range 1 East, Original Plat of the Village of Jacksonburgh, now City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 2, Jackson County Records.

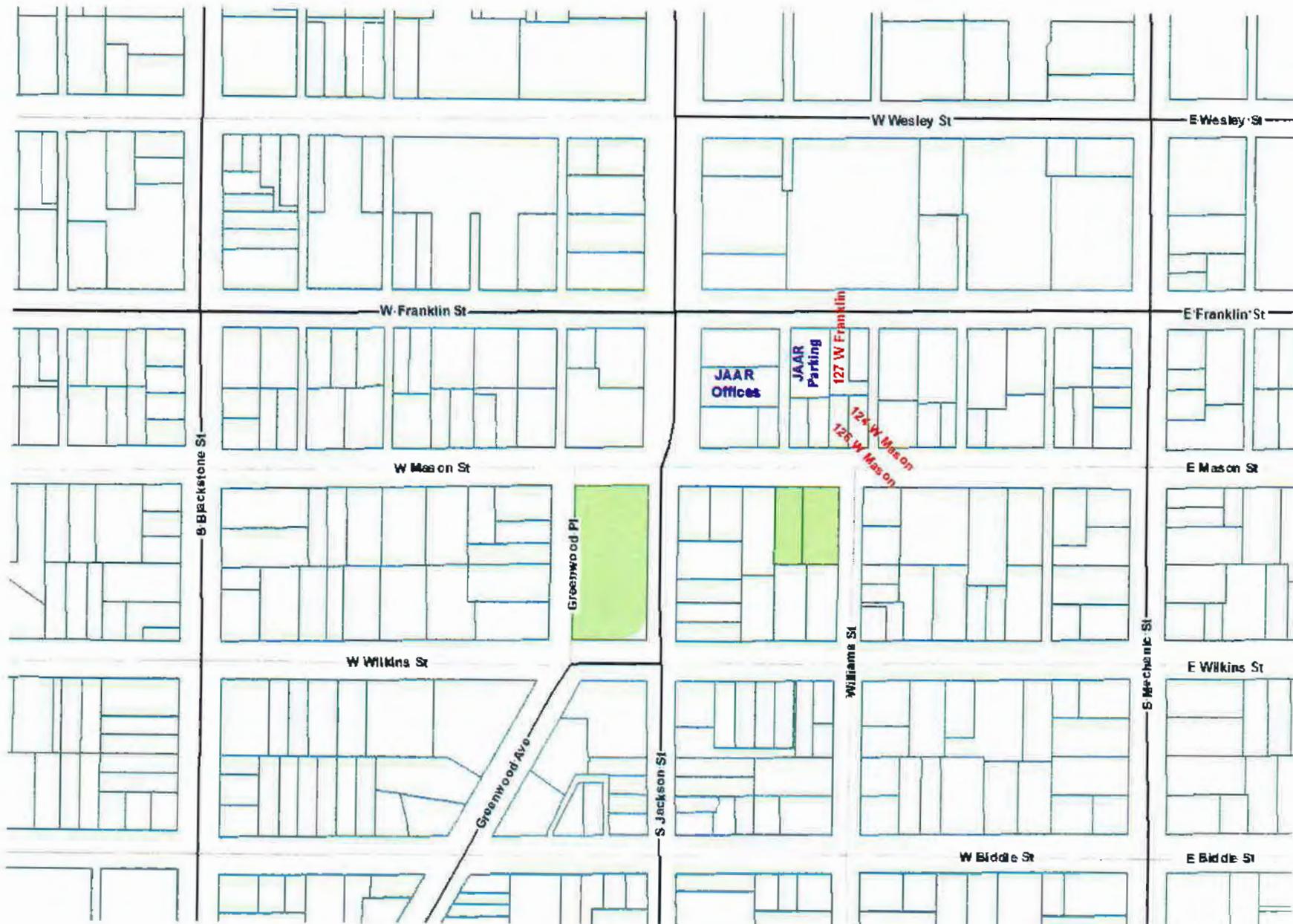
Commonly known as: 126 W. Mason Street, Jackson, Michigan

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

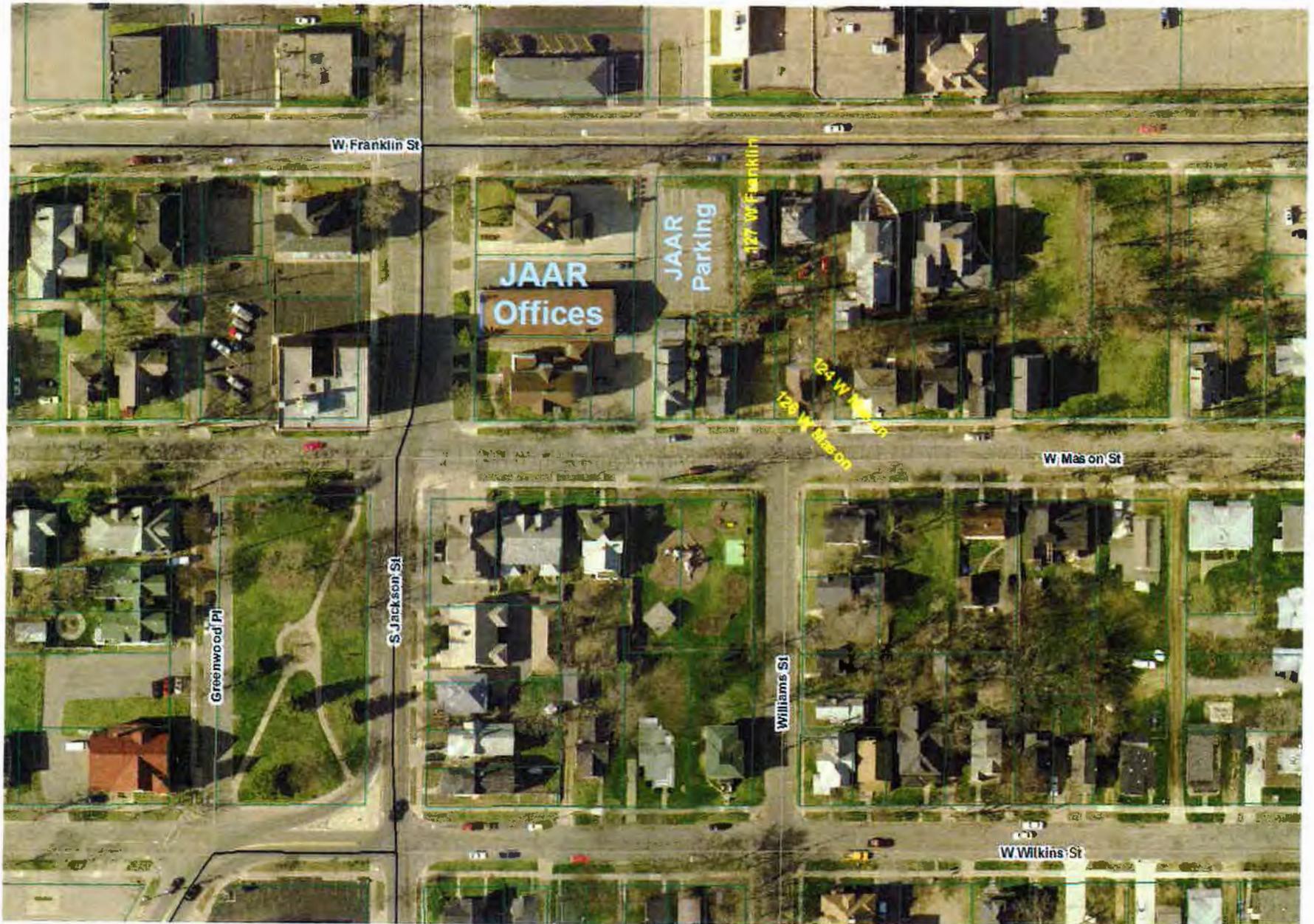
The West 33 feet of the East 66.0 feet of the North 111.375 feet of Lot 2, also the South 24.375 feet of the North 111.375 feet of the East 33.0 feet of Lot 2, Block 5 South, Range 1 East, Original Plat of the Village of Jacksonburgh, now City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 2, Jackson County Records.

Commonly known as: 126 W. Mason Street, Jackson, Michigan

Location Map of Subject Area



Aerial Map of Subject Area



MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney 
Patrick H. Burtch, City Manager

DATE: Council Meeting – July 12, 2016

SUBJECT: *Development Agreement with Jackson Area Association of Realtors, Inc.*

Recommendation: APPROVE the attached *Development Agreement* as presented and authorize the City Manager to sign the Agreement.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – July 12, 2016

RECOMMENDATION: APPROVE the attached *Development Agreement* with Jackson Area Association of Realtors, Inc. as presented and authorize the City Manager to sign the Agreement.

SUMMARY

The attached *Development Agreement* sets out the rights and responsibilities of the City of Jackson and potential purchaser Jackson Area Association of Realtors, Inc. (“JAAR”) as to the maintenance of three lots located at 124 W. Mason Street, 126 W. Mason Street and 127 W. Franklin Street. These three properties are adjacent to JAAR’s offices, and JAAR intends to use the properties to construct a parking area. An aerial view and a map are attached for your reference.

HISTORY, BACKGROUND and DISCUSSION

The *Purchase Agreement* would allow JAAR to purchase the three properties for \$1.00 if they agree to enter into a *Development Agreement* with the City. JAAR would also agree to keep the lots mowed and maintained at all times if a parking lot is not built. JAAR will agree that if it constructs a parking lot, it will be in compliance with all City of Jackson Codes and will be kept clean and maintained.

Please review the attached *Development Agreement* for the full proposed terms. A *Purchase Agreement* is also part of the agenda and was the previous agenda item. If the *Purchase Agreement* is not approved, you should also decline to approve the *Development Agreement*.

POSITIONS

APPROVE execution of the *Development Agreement* by the City Manager.

ATTACHMENTS: Development Agreement
Map of Area
Aerial view of properties

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 ("City"), and Jackson Area Association of Realtors, Inc., a Michigan non-profit corporation, or its assignee, whose address is 505 S. Jackson Street, Jackson, MI 49203, referred to as "Developer" ("Developer"),

WITNESSETH:

WHEREAS, the City is the owner of three parcels of real property in the City of Jackson commonly known as 124 W. Mason Street, 126 W. Mason Street and 127 W. Franklin Street, and legally described on Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Properties"; and

WHEREAS, Developer intends to use the Properties as a parking lot for its corporation's structure; and

WHEREAS, the Properties are vacant lots at this time which require mowing and lawn maintenance. The City has been responsible for mowing and maintenance; and

WHEREAS, City agrees to sell the Properties to the Developer upon the condition that, if no parking lot is built on the Properties, that Developer will mow and maintain the Properties;

WHEREAS, City agrees to sell the Properties to the Developer upon the further condition that, if a parking lot is built, that the parking lot will comply with all City of Jackson Ordinances, and further

that and all non-paved areas will be mowed and/or maintained; and

WHEREAS, City agrees to sell Developer the Properties by way of a separate Purchase Agreement executed simultaneously with this Development Agreement upon the condition that the Developer execute this Development Agreement.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the City and the Developer agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.
2. **MOWING AND MAINTENANCE RESPONSIBILITIES.** Developer shall mow all lawn areas weekly to maintain an even well-clipped appearance. The lawns are to be edged at least once every other week. Lawn areas will be fertilized to maintain good health and color. All hedges, shrubs and small trees shall be pruned so as to be aesthetically pleasing in appearance. Lawns, hedges, shrubs and small trees shall be watered during periods of drought.
3. **PARKING LOT.** If Developer chooses to construct a parking lot on all or part of the Properties, then the parking lot must comply in every respect with the City of Jackson Code of Ordinances and must be maintained in a clean and safe manner.
4. **TERM.** This Development Agreement shall be in effect for a term of ten (10) years. At the expiration of the ten (10) year term, Developer is relieved of any further obligations to the City relating to the mowing and maintaining of the Properties, but is however still subject to the City of Jackson Code of Ordinances.
5. **SUBSTANTIAL CHANGES.** If, prior to the satisfactory termination of this Development Agreement, either party materially alters the scope, character or complexity of the obligations of either party, a Supplemental Agreement shall be executed between the parties.

6. INSPECTIONS. City shall cause inspections of the Property to be conducted at reasonable times, and Developer hereby gives it consent for said inspections.

7. MANNER OF COMPLIANCE. All mowing and maintenance at the Property shall be performed in a workmanlike manner and be in compliance with the City of Jackson Code of Ordinances. In addition, Developer agrees that it will comply with all City of Jackson Ordinances and Resolutions and standards when doing any site work or landscaping and will not contest any standards imposed by the City in regards to site work and landscaping at the Properties.

8. COSTS AND EXPENSES. Costs and expenses incurred by the City in implementing and enforcing the provisions of this Agreement, shall be a lien on the premises which shall be enforceable in accordance with Section 15.7 of the Jackson City Charter and/or other applicable City Charter and City Ordinance provisions. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by State law, the Jackson City Charter and/or City Ordinances. If the City elects to pursue collection of unpaid costs and expenses through the courts, Developer shall pay in addition to said costs and expenses all costs of litigation, including reasonable attorney fees.

9. CHANGE OF OWNERSHIP INTEREST. This Development Agreement shall be binding on and inure to the benefit of City and Developer and all of their respective heirs, successors, assigns and transferees.

10. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if Developer fails to substantially comply with any covenant, clause, provision, requirement, or agreement herein contained. However, Developer shall not be in default of this Agreement if Developer's failure to comply with any covenant, clause, provision, requirement, or agreement herein contained is proximately caused by any act(s), event(s) or combination thereof that are beyond the reasonable control of Developer, and Developer promptly initiates and continues best efforts to cure Developer's failure to comply with such covenant, clause, provision,

requirement or agreement.

Upon default by Developer, the City may seek any legal or equitable remedy available under the law, including, but not necessarily limited to, money damages or specific performance. At the City's option, the City is also entitled to reversion of the property back to the City of Jackson upon default by Developer. Developer shall execute a Quit claim deed transferring the properties back to the City upon request of the City if Developer defaults in its obligations due under this Agreement. Developer shall also be responsible for all costs incurred by the City as a result of a reversion back to the City. Developer shall be entitled to ten (10) days' written notice of any default and the opportunity to cure same. If any default has not been cured within ten (10) days of the delivery of the notice to the address of Developer specified in this Agreement, City shall, upon delivery of written notice to Developer after the expiration of such ten (10) days, be relieved of any of its obligations contained herein.

11. NON-DISCRIMINATION REQUIREMENT. Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the use or occupancy of the Property.

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

13. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be or nationally recognized overnight courier delivery service with next business day delivery, with delivery receipt obtained. Notices must be addressed as follows:

If to the City, to: City of Jackson
161 West Michigan Avenue
Jackson, MI 49201
Attention: City Manager

With a copy to: City Attorney's Office
161 West Michigan Avenue
Jackson, MI 49201
Attention: City Attorney

If to Developer, to: Jackson Area Association of Realtors
505 N. Jackson Street
Jackson, MI 49203

14. INDEMNIFICATION. Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "Indemnities") harmless from and against all actions, claims, demands, judgments, losses, expenses, suits or actions, (including attorney fees) for any injury or death of any person or persons, and loss or damage to property of any person or persons whomsoever, including Developer or the Indemnities, and their respective agents, contractors, subcontractors, and employees, arising either out of this Agreement or the intentional or negligent acts, errors or omissions of the Developer or its agents, contractors, subcontractors, and employees. However, Developer shall not be required to indemnify the City for such injury, death, loss, or damage cause by the Indemnitee's negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

15. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

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

17. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

18. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.

19. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

20. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

21. ENTIRE AGREEMENT. This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and cancels any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2016.

THE CITY OF JACKSON

By _____
Patrick Burtch, City Manger

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2016 by Patrick H. Burtch, the City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

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

**DEVELOPER
JACKON AREA ASSOCIATION OF
REALTORS, INC.**

By _____
Name:
Its:

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2016 by _____, the _____ (title), of Jackson Area Association of Realtors, Inc., on behalf of the company.

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

EXHIBIT A – DESCRIPTION OF REAL PROPERTY

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

The East 33 feet of the South 5 ¼ rods of the East 1/2 of Lot 2, Block 5 South, Range 1 East, Original Plat of the Village of Jacksonburgh, now City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 2, Jackson County Records.

Commonly known as: 124 W. Mason Street, Jackson, Michigan

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

The West 33 feet of the South 5 ¼ rods of the East 1/2 of Lot 2, Block 5 South, Range 1 East, Original Plat of the Village of Jacksonburgh, now City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 2, Jackson County Records.

Commonly known as: 126 W. Mason Street, Jackson, Michigan

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

The West 33 feet of the East 66.0 feet of the North 111.375 feet of Lot 2, also the South 24.375 feet of the North 111.375 feet of the East 33.0 feet of Lot 2, Block 5 South, Range 1 East, Original Plat of the Village of Jacksonburgh, now City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 2, Jackson County Records.

Commonly known as: 126 W. Mason Street, Jackson, Michigan

Location Map of Subject Area



Aerial Map of Subject Area



MEMO TO: Mayor and City Councilmembers

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

DATE: July 12, 2016

SUBJECT: Glidden Parker Mural Construction Contract

Recommendation:

Award a contract to O'Harrow Construction Co, Jackson, MI in the amount of \$624,330 for the construction of a building to display the Glidden Parker Mural also known as CP Federal City Square.

Staff is working with the contractor to achieve savings through value engineering without materially affecting the structural integrity, fundamental design, and artistic value. Furthermore, staff is also working to secure additional funding, including the building's naming rights contributor CP Federal Credit Union. In an effort to move forward with the project, and not risk the possibility of losing National Endowment of the Arts grant funding, staff requests immediate approval. Additional council action will be required to approve a change order for a reduced construction amount and added expected grant assistance.

Your consideration is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Jonathan Greene, Assistant City Manager/Operations

DATE: July 12, 2016

RECOMMENDATION: Award a contract to O'Harrow Construction Co, Jackson, MI in the amount of \$624,330 for the construction of a building to display the Glidden Parker Mural also known as CP Federal City Square.

SUMMARY

The Glidden Parker Mural Project will restore a historic lighted glass mural, relocate it to a central location downtown, and house it within a new multi-purpose structure. This structure will be the focal point of a current downtown placemaking effort in Jackson's newly completed, ADA compliant urban core park as part of the Governor's Anchor Initiative. The design of the structure will not only protect and preserve the 9 foot tall by 28 foot long mural in a climate controlled structure, but will include an art exhibit viewing area. The angled roofing design will help protect and define the viewing area for the mural and will also function as a performance area for various organizations and events. The goal of this project is to preserve a piece of art that has great cultural, and historic significance in Jackson and, in doing so, create a space for the appreciation and performance of art.

BUDGETARY CONSIDERATIONS

The construction of the building will be financed from the following sources:

	Received	Outstanding	TOTAL
National Endowment for the Arts 2014 'Our Town' Grant	\$ 50,000.00	\$0.00	\$ 50,000.00
City of Jackson Public Improvement Funds Contribution	\$119,000.00	\$0.00	\$119,000.00
Michigan Council for Arts & Cultural Affairs Capital Grant	\$ 75,000.00	\$0.00	\$ 75,000.00
CP Federal Credit Union	\$100,000.00	\$0.00	\$100,000.00
Weatherwax Foundation Grant	\$ 50,000.00	\$0.00	\$ 50,000.00
TOTAL REVENUE	\$394,000.00	\$0.00	\$394,000.00

Staff is working with the contractor to save money through value engineering which would not material affect the structural integrity, fundamental design, and artistic value. Furthermore, staff is also working to secure additional funding, including the building's naming rights contributor CP Federal Credit Union. In order to move forward with the project now, and not risk the possibility of losing grant funding, staff requests immediate approval. Additional council action will be required to approve a change order for a reduced construction amount and added expected grant assistance.

HISTORY, BACKGROUND and DISCUSSION

The mural, designed and fabricated by Glassart Studio under the direction of artist Glidden Parker, was commissioned for \$35,000 in 1969 by Consumers Power Company - now Consumers Energy (CE) - for displayed in the lobby of its headquarters. The mural consists of thick slabs of colored, faceted glass assembled onto panels and bolted onto a steel frame, depicting the history of power generation and distribution. The CE headquarters was demolished in 2013, the mural was saved, and the site (nearly an acre) developed into an urban core park. Once restored in the urban core park near its original location, the glass mural will regain its original functionality: eight hundred lights behind the mural flash in sequence, giving the appearance of power from a central reactor moving through a heat exchanger and turbine.

DISCUSSION OF THE ISSUE

City officials are eager to undertake this project, and several smaller place-making component projects, simultaneously as part of a current downtown infrastructure improvement effort that will upgrade utilities, improve streetscaping, and provide enhanced spaces for future public art displays around the urban core park. The community has embraced the downtown initiative and this project, which also helped in attracting developers to the Hayes Hotel, adjacent to the project site. The structure will not only complete the park, but it will also recognize a significant nostalgic focal point downtown: CE has been a major employer in Jackson for nearly a century.

POSITIONS

I recommend to approval.

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
DATE: July 12, 2016
SUBJECT: Award Two (2) Demolition Contracts in the Total Amount of \$244,110

Recommendation:

Award two (2) demolition contracts in the total amount of \$244,110 to demolish 16 residential structures through the Help for Hardest Hit Blight Elimination Program as follows:

Smalley Construction	15 properties	\$220,120
Lester Brothers	1 property	\$ 23,990

Attached is a memo from Jennifer Morris, Director of the Department of Neighborhood & Economic Operations regarding the award of two (2) demolition contracts in the total amount of \$244,110 to demolish 16 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, Director
Department of Neighborhood & Economic Operations

DATE: July 12, 2016

RECOMMENDATION: Award Two (2) Demolition Contracts in the Total Amount of \$244,110 through the Help for Hardest Hit Blight Elimination Program

SUMMARY

Award two (2) demolition contracts in the total amount of \$244,110 to demolish 16 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. The City's Demolition Fund covers costs exceeding the \$23,750 per property cap.

HISTORY, BACKGROUND and DISCUSSION

On July 11, 2016, sealed bids to demolish 16 properties meeting the criteria of the Help for Hardest Hit Blight Elimination Program were opened and processed. When bidding 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. City staff conducted a cost analysis to develop and support the recommendation made herein.

DISCUSSION OF THE ISSUE

Three contractors submitted sealed bids with package totals as follows:

Contractor	Total Bid Amount Submitted
Lester Brothers	\$339,177
Salenbien Trucking & Excavating	\$404,350
Smalley Construction	\$246,570

Salenbien Trucking & Excavating submitted an alternate (discounted) price of \$392,000 if awarded all 16 properties in the package. Smalley Construction's overall low bid is 37.6% less than that submitted by

Lester Brothers, providing a cost savings to the City of \$92,607 or an average of over \$5,788 per property.

Lester Brothers did submit one individual unit price which was \$2,460 lower than the single price submitted by Smalley Construction. As such, the City will realize the greatest cost savings by awarding two (2) contracts based on the low unit pricing as follows:

Bid Type	Contractor	Total Amount	Savings to City
Overall Low Bid	Smalley Construction	\$246,570	
Low Alternate Bid	Salenbien Trucking & Excavating	\$392,000	
Individual Pricing			\$2,460
15 properties:	Smalley Construction	\$220,120	
1 property:	Lester Brothers	<u>23,990</u>	
		\$244,110	

POSITIONS

Requested action is for City Council to award two (2) demolition contracts in the total amount of \$244,110 to demolish 16 residential structures through the Help for Hardest Hit Blight Elimination Program as follows:

Smalley Construction	15 properties	\$220,120
Lester Brothers	1 property	\$ 23,990

ATTACHMENTS

- Bid Tabulation
- Cost Analysis



**BID TABULATION FOR
HELP FOR HARDEST HIT
BLIGHT ELIMINATION PROGRAM - PACKAGE I
MONDAY, JULY 11, 2016, 10:00 AM**

ITEM NO	ADDRESS LOCATION	BUILDING TYPE	Smalley Construction 131 S. Main St. Scottville, MI 49454							Lester Brothers 5405 E. Michigan Avenue Jackson, MI 49201						
			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	118 N. Webster Street	EVERY STRUCTURE ON PROPERTY	1,450.00	435.00	290.00	2,130.00	12,325.00	1,500.00	18,130.00	2,600.00	1,000.00	500.00	3,006.00	15,775.00	1,950.00	24,831.00
2	125 Moore Street	EVERY STRUCTURE ON PROPERTY	990.00	297.00	198.00	2,250.00	8,415.00	2,500.00	14,650.00	2,200.00	1,500.00	475.00	3,829.00	9,550.00	3,450.00	21,004.00
3	225 N. Higby Street	EVERY STRUCTURE ON PROPERTY	890.00	267.00	178.00	2,250.00	7,565.00	500.00	11,650.00	1,800.00	800.00	400.00	4,142.00	8,725.00	550.00	16,417.00
4	422 Seymour Avenue	EVERY STRUCTURE ON PROPERTY	990.00	297.00	198.00	960.00	8,415.00	650.00	11,510.00	1,050.00	1,100.00	450.00	1,243.00	11,515.00	1,090.00	16,448.00
5	507 Oak Street	EVERY STRUCTURE ON PROPERTY	990.00	297.00	198.00	1,890.00	8,415.00	900.00	12,690.00	1,650.00	975.00	500.00	3,489.00	8,575.00	400.00	15,589.00
6	508 N. Francis Street	EVERY STRUCTURE ON PROPERTY	1,250.00	375.00	250.00	1,950.00	10,625.00	500.00	14,950.00	1,200.00	800.00	600.00	3,557.00	12,875.00	800.00	19,832.00
7	510 N. Francis Street	EVERY STRUCTURE ON PROPERTY	1,250.00	375.00	250.00	1,650.00	10,625.00	550.00	14,700.00	1,760.00	1,100.00	480.00	3,310.00	12,125.00	850.00	19,625.00
8	1610 S. Milwaukee Street	EVERY STRUCTURE ON PROPERTY	990.00	297.00	198.00	5,880.00	8,415.00	2,500.00	18,280.00	1,999.00	950.00	440.00	7,460.00	9,725.00	3,600.00	24,174.00
9	317 N. Dwight Street	EVERY STRUCTURE ON PROPERTY	880.00	264.00	176.00	2,040.00	7,480.00	650.00	11,490.00	2,000.00	1,950.00	419.00	3,790.00	10,225.00	975.00	19,359.00
10	501 N. East Avenue	EVERY STRUCTURE ON PROPERTY	990.00	297.00	198.00	4,290.00	8,415.00	500.00	14,690.00	14,400.00	5,250.00	800.00	4,640.00	9,225.00	850.00	35,165.00
11	622 N. Francis Street	EVERY STRUCTURE ON PROPERTY	1,440.00	432.00	288.00	1,020.00	12,240.00	650.00	16,070.00	2,050.00	1,800.00	560.00	1,224.00	17,725.00	875.00	24,234.00
12	111 E. High Street	EVERY STRUCTURE ON PROPERTY	1,350.00	405.00	270.00	1,800.00	11,475.00	350.00	15,650.00	1,850.00	1,070.00	320.00	2,020.00	13,725.00	750.00	19,735.00



**BID TABULATION FOR
HELP FOR HARDEST HIT
BLIGHT ELIMINATION PROGRAM - PACKAGE I
MONDAY, JULY 11, 2016, 10:00 AM**

			Salenbien Trucking and Excavating Inc. 9217 Ann Arbor Rd. Dundee, MI 48131						
ITEM NO	ADDRESS LOCATION	BUILDING TYPE	DIRT	GRADE	SEED	SIDEWALK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST
1	118 N. Webster Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	3,200.00	20,000.00	1,500.00	28,200.00
2	125 Moore Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	3,200.00	22,000.00	2,500.00	31,200.00
3	225 N. Higby Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	3,200.00	13,500.00	500.00	20,700.00
4	422 Seymour Avenue	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	1,600.00	14,400.00	650.00	20,150.00
5	507 Oak Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	3,000.00	12,000.00	900.00	19,400.00
6	508 N. Francis Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	3,000.00	20,000.00	500.00	27,000.00
7	510 N. Francis Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	3,000.00	22,000.00	550.00	29,050.00
8	1610 S. Milwaukee Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	8,000.00	15,000.00	2,500.00	29,000.00
9	317 N. Dwight Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	4,000.00	14,000.00	650.00	22,150.00
10	501 N. East Avenue	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	4,650.00	14,000.00	500.00	22,650.00
11	622 N. Francis Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	1,200.00	18,000.00	650.00	23,350.00
12	111 E. High Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	2,000.00	21,000.00	350.00	26,850.00



**BID TABULATION FOR
HELP FOR HARDEST HIT
BLIGHT ELIMINATION PROGRAM - PACKAGE I
MONDAY, JULY 11, 2016, 10:00 AM**

Salenbien Trucking and Excavating Inc. 9217 Ann Arbor Rd. Dundee, MI 48131									
ITEM NO	ADDRESS LOCATION	BUILDING TYPE	DIRT	GRADE	SEED	SIDEWALK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST
13	321 Johnson Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	2,400.00	17,000.00	600.00	23,500.00
14	1202 Locust Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	6,000.00	14,000.00	850.00	24,350.00
15	153 E. Mansion Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	4,000.00	15,500.00	2,800.00	25,800.00
16	531 N. Pleasant Street	EVERY STRUCTURE ON PROPERTY	2,500.00	500.00	500.00	2,000.00	12,000.00	13,500.00	31,000.00
Total Bid			40,000.00	8,000.00	8,000.00	54,450.00	264,400.00	29,500.00	404,350.00
Discount if awarded all 16			392,000.00						

H4HH Bid Package I

Cost Analysis Conducted July 11, 2016

PIN	Address	Units	Ward	Smalley Const.	Lester Bros	Salenbien	Low Unit Cost
2-014800000	118 N Webster St	1	4	\$ 18,130.00	\$ 24,831.00	\$ 28,200.00	\$ 18,130.00
5-101000000	125 Moore St	1	1	\$ 14,650.00	\$ 21,004.00	\$ 31,200.00	\$ 14,650.00
2-046100000	225 N Higby St	1	4	\$ 11,650.00	\$ 16,417.00	\$ 20,700.00	\$ 11,650.00
8-070400000	422 Seymour Ave	1	2	\$ 11,510.00	\$ 16,448.00	\$ 20,150.00	\$ 11,510.00
7-007400000	507 Oak St	1	5	\$ 12,690.00	\$ 15,589.00	\$ 19,400.00	\$ 12,690.00
7-007000000	508 N Francis St	2	5	\$ 14,950.00	\$ 19,832.00	\$ 27,000.00	\$ 14,950.00
7-007100000	510 N Francis St	2	5	\$ 14,700.00	\$ 19,625.00	\$ 29,050.00	\$ 14,700.00
5-166600000	1610 S Milwaukee St	1	1	\$ 18,280.00	\$ 24,174.00	\$ 29,000.00	\$ 18,280.00
8-014400000	317 N Dwight St	1	3	\$ 11,490.00	\$ 19,359.00	\$ 22,150.00	\$ 11,490.00
7-090100000	501 N East Ave	1	2	\$ 14,690.00	\$ 35,165.00	\$ 22,650.00	\$ 14,690.00
7-0107.1000	622 N Francis St	2	5	\$ 16,070.00	\$ 24,234.00	\$ 23,350.00	\$ 16,070.00
5-128300000	111 E High St	2	1	\$ 15,650.00	\$ 19,735.00	\$ 26,850.00	\$ 15,650.00
6-032700000	321 Johnson St	1	2	\$ 14,660.00	\$ 17,346.00	\$ 23,500.00	\$ 14,660.00
6-159400000	1202 Locust St	1	2	\$ 14,770.00	\$ 21,080.00	\$ 24,350.00	\$ 14,770.00
5-170900000	153 E Mansion St	1	1	\$ 16,230.00	\$ 20,348.00	\$ 25,800.00	\$ 16,230.00
8-040100000	431 N Pleasant St	1	3	\$ 26,450.00	\$ 23,990.00	\$ 31,000.00	\$ 23,990.00
Totals:				\$ 246,570.00	\$ 339,177.00	\$ 404,350.00	\$ 244,110.00

MEMO TO: Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney (B)

DATE: July 12, 2016

SUBJECT: Repeal of Ordinance No. 492

Approval of a PILOT Ordinance for the Future Owners of Otsego
Apartments

Recommendation: Repeal Ordinance No. 492 which Granted a PILOT to Otsego Elderly Limited Dividend Housing Association LLC so that a new PILOT can be Approved.

Attached are a Department Report, a copy of the proposed Ordinance and a copy of Ordinance No. 492.

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

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Bethany M. Smith, City Attorney

DATE: March 29, 2016

RECOMMENDATION: (1) **Repeal Ordinance No. 492 Granting a PILOT Ordinance for the Future Owner of the Otsego Apartments**

(2) **Approve an Ordinance Granting a new PILOT to the future owners of the Otsego Apartments**

SUMMARY

Otsego Elderly Limited Dividend Housing Association, LLC is seeking a Payment In Lieu of Taxes (PILOT) ordinance to reduce the tax liability for the Otsego Apartments. The PILOT must be obtained in order for Otsego Elderly Limited Dividend Housing Association, LLC to receive financial assistance from the Michigan State Housing Development Authority (MSHDA).

BUDGETARY CONSIDERATIONS

This would significantly reduce Otsego Elderly Limited Dividend Housing Association, LLC's tax liability to the City.

HISTORY, BACKGROUND and DISCUSSION

A PILOT for Otsego Apartments was previously approved by Council and is Ordinance No. 492 (attached). PILOT ordinances must be approved by the Michigan State Housing Development Authority ("MSHDA") before MSHDA will grant financial assistance. Financing from MSHDA is not occurring as quickly as Otsego had anticipated, therefore dates in the previous ordinance need changed. As a result, the PILOT is being resubmitted again to allow another year for the acquisition and financing to occur.

DISCUSSION OF THE ISSUE

The PILOT Ordinance provides for an annual service charge of four (4%) percent of gross contract rents, with no reduction for utilities. The term of the PILOT ordinance is for 37 years.

POSITION

Repeal of Ordinance No. 492 requires two Council actions. The first action is to pass the new PILOT ordinance. The second action is to repeal Ordinance ***. Separate cover memos have been provided for each action but reference the same information.

In order to facilitate the financing through MSHDA that Otsego Elderly Limited Dividend Housing Association, LLC needs in order to rehabilitate the Otsego Apartments, I would recommend repeal of Ordinance No. 492 and approval of a new PILOT ordinance on the terms outlined in the PILOT Ordinance.

ATTACHMENTS:

Proposed PILOT Ordinance for Otsego Elderly Limited Dividend Housing Association

Ordinance No. 492 to be repealed

ORDINANCE NO. 2016- __

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH AN AUTHORITY-AIDED MORTGAGE LOAN OR AN ADVANCE OR GRANT FROM THE AUTHORITY PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ*) (THE "ACT").

WHEREAS, the City of Jackson has received an offer from the Otsego Elderly Limited Dividend Housing Association, LLC, a limited liability company organized under the laws of the State of Michigan and in accordance with Chapter 7 of the State Housing Development Authority Act of 1966, as amended, to acquire and rehabilitate a housing development for elderly persons of low income, which offer is subject to the offeror's receipt of a mortgage loan from the Michigan State Housing Development Authority and/or a HUD insured mortgage loan; and

WHEREAS, the offer provides that it may be accepted by the enactment of a tax exemption ordinance providing for the payment of a service charge in lieu of property taxes for the class of housing development.

NOW, THEREFORE, THE CITY OF JACKSON ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Jackson Tax Exemption Ordinance - Otsego Apartments 2016."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Jackson is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Jackson will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility

of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Jackson acknowledges that the Sponsor (as defined below) has offered, subject to receipt of a Mortgage Loan from the Michigan State Housing Development Authority, to acquire and rehabilitate, own and operate a housing project identified as Otsego Apartments on certain property located at Francis Street and Michigan Avenue with the attached legal description in the City of Jackson to serve low income persons and families, and that the Sponsor has offered to pay the City of Jackson on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

As used in this Ordinance:

- A. Act means the State Housing Development Authority Act, Public Act 346 of 1966, as amended. (MCL 125.1401, et seq; MSA 16.114(1), et seq.).
- B. Authority means the Michigan State Housing Development Authority.
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.
- D. Disabled means any person or family whose head, spouse, or sole member is a Person with disabilities as defined in 24 C.F.R. §5.403.
- E. Elderly means any a person who is sixty-two (62) years of age or older, or a family with the head of the household being sixty-two (62) years of age or older, or a Disabled as defined in Subparagraph D above to the extent that such person(s) is eligible under federal law and regulations to live in a residential development, such as Otsego Apartments, which is assisted under Section 8 and was originally designed primarily for occupancy by elderly persons and families.
- F. Mortgage Loan means a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.
- G. Sponsor means Otsego Elderly Limited Dividend Housing Association, LLC, and any entity that receives or assumes a Mortgage Loan.
- H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan by the Authority. It is further determined that Otsego Apartments is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Otsego Apartments and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City of Jackson acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the housing project, the City of Jackson agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a mortgage, the annual service charge shall be four (4%) percent of the gross contractual rents charged. There is no reduction for utilities.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Jackson and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City of Jackson and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before June 1 of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid, or the Authority or HUD has any interest in the property, but not more than thirty-seven (37) years; provided, that:

- A. Sponsor files with the City Assessor a certified notification of exemption, as required by Section 15a(1) of the Act; and
- B. Pursuant to Section 15a(6) of the Act, the annual service charge to be paid in lieu of taxes for that part of the Housing Development which is occupied by other than elderly persons of low income, shall be equal to the full amount of taxes that would be paid on that portion of the Housing Development if the Housing Development were not exempt; and
- C. Acquisition of the Housing Development commences within one (1) year of the effective date of this ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. Effective Date.

This ordinance shall become effective thirty (30) days from the date of its adoption. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of their conflict.

Exhibit A

Land in the City of Jackson, Jackson County, Michigan and described as follows, to-wit:

That Part of Lots 7, 8 and 9, Block 1 South, Range 2 East, Village of Jacksonburgh (now City of Jackson), as recorded in Liber 4 of Plats, page 2, Jackson County Records, which is described as follows:

Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue; thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of Jacksonburgh (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, and also the place of beginning of this description; thence North $89^{\circ} 34' 44''$ East 97.10 feet along the South line of Michigan Avenue, thence South $46^{\circ} 08' 03''$ East 27.12 feet along the brick of a 5 story building, now standing, to the West line of Francis Street, as now established, thence South $1^{\circ} 17' 33''$ East 179.98 feet along the West line of Francis Street to a point North $1^{\circ} 17' 33''$ West 67.47 feet (67.4 feet per deed) from the North line of Courtland Street and to the North line of a brick building, now standing, thence South $88^{\circ} 31' 14''$ West 36.79 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 12.65 feet along the West line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along said brick building, thence North $0^{\circ} 25' 32''$ West 0.85 feet along said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along said brick building and said line extended to the East line of said 16.50 foot public alley and West line of Lot 9 at a point North $0^{\circ} 25' 32''$ West 50.25 (50.1 foot per deed) North of the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 215.98 feet along the East line of said 16.50 foot alley and the West line of Lots 7 and 9 to the place of beginning of this description.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken January 30, 1968.

Subject to an easement as set forth in instrument recorded September 20, 1966 in Liber 754, on page 62, Jackson County

Records, being re-described to coincide with new metes and bounds description above:

An easement for the purpose of ingress to and egress from the above described property. Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue, thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of the Village of Jacksonburgh, (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, thence continuing South $0^{\circ} 25' 32''$ East 202.33 feet along the East line of said 16.50 foot public alley and West line of Lots 7 and 9, Block 1 South, Range 2 East, to a point North $0^{\circ} 25' 32''$ West 63.90 feet from the North line of Courtland Street, said point being the place of beginning of this easement description; thence North $89^{\circ} 30' 24''$ East 82.46 feet to the West line of a brick building, now standing, thence South $0^{\circ} 25' 32''$ East 10.0 feet along the West line of said brick building, to the North line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along the North line of said brick building thence North $0^{\circ} 25' 32''$ West 0.85 feet along the West line of said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along the North line of said brick building and said line extended to a point on the East line of said 16.50 foot public alley and the West line of Lot 9, North $0^{\circ} 25' 32''$ West 50.25 feet from the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 13.65 feet along the East line of said 16.50 foot public alley and West line of Lot 9 to the place of beginning of this easement description.

And reserving unto the parties of the first part an easement over and across the Northernmost part of the above described property for the purpose of providing for the continued existence, use, and support of a fire escape on and from the building immediately adjacent on the North of said property.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken on January 30, 1968.



Founded July 3, 1829

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

161 W. Michigan Ave. • Jackson, MI 49201
Treasurer (517) 788-4043 • Income Tax Office (517) 788-4044 • Clerk (517) 788-4025

3/03/15

I, Andrew J. Wrozek, Jr., City Treasurer/Clerk in and for the City of Jackson, Michigan, County and State aforesaid, do hereby certify this to be a true copy of the City of Jackson Code of Ordinances, Jackson, Michigan 49201, of Ordinance No. 492.

Andrew J. Wrozek, Jr.

Andrew J. Wrozek, Jr.
City Treasurer/Clerk

ORDINANCE NO. 492

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH AN AUTHORITY-AIDED MORTGAGE LOAN OR AN ADVANCE OR GRANT FROM THE AUTHORITY PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ*) (THE "ACT").

WHEREAS, the City of Jackson has received an offer from the Otsego Elderly Limited Dividend Housing Association, LLC, a limited liability company organized under the laws of the State of Michigan and in accordance with Chapter 7 of the State Housing Development Authority Act of 1966, as amended, to acquire and rehabilitate a housing development for elderly persons of low income, which offer is subject to the offeror's receipt of a mortgage loan from the Michigan State Housing Development Authority and/or a HUD insured mortgage loan; and

WHEREAS, the offer provides that it may be accepted by the enactment of a tax exemption ordinance providing for the payment of a service charge in lieu of property taxes of the class of housing development;

NOW THEREFORE, THE CITY OF JACKSON ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Jackson Tax Exemption Ordinance - Otsego Apartments."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Jackson is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Jackson will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on

such tax exemption.

The City of Jackson acknowledges that the Sponsor (as defined below) has offered, subject to receipt of a Mortgage Loan from the Michigan State Housing Development Authority, to acquire and rehabilitate, own and operate a housing project identified as Otsego Apartments on certain property located at Francis Street and Michigan Avenue with the attached legal description in the City of Jackson to serve low income persons and families, and that the Sponsor has offered to pay the City of Jackson on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

As used in this Ordinance:

- A. Act means the State Housing Development Authority Act, Public Act 346 of 1966, as amended. (MCL 125.1401, et seq; MSA 16.114(1), et seq.).
- B. Authority means the Michigan State Housing Development Authority.
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.
- D. Disabled means any person or family whose head, spouse, or sole member is a Person with disabilities as defined in 24 C.F.R. §5.403.
- E. Elderly means any a person who is sixty-two (62) years of age or older, or a family with the head of the household being sixty-two (62) years of age or older, or a Disabled as defined in Subparagraph D above to the extent that such person(s) is eligible under federal law and regulations to live in a residential development, such as Otsego Apartments, which is assisted under Section 8 and was originally designed primarily for occupancy by elderly persons and families.
- F. Mortgage Loan means a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.
- G. Sponsor means Otsego Elderly Limited Dividend Housing Association, LLC, and any entity that receives or assumes a Mortgage Loan.
- H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan by the Authority. It is further determined that Otsego Apartments is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Otsego Apartments and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City of Jackson acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the housing project, the City of Jackson agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a mortgage, the annual service charge shall be five (5%) percent of the difference between contract rents actually collected, and utilities.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Jackson and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City of Jackson and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before June 1 of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid, or the Authority or HUD has any interest in the property, but not more than fifty (50) years; provided, that:

- A. Sponsor files with the City Assessor a certified notification of exemption, as required by Section 15a(1) of the Act; and
- B. Pursuant to Section 15a(6) of the Act, the annual service charge to be paid in lieu of taxes for that part of the Housing Development which is occupied by other than elderly persons of low income, shall be equal to the full amount of taxes that would be paid on that portion of the Housing Development if the Housing Development were not exempt; and
- C. Acquisition of the Housing Development commences within one (1) year of the effective date of this ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. Effective Date.

This ordinance shall become effective thirty (30) days from the date of its adoption. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of their conflict.

Exhibit A

Land in the City of Jackson, Jackson County, Michigan and described as follows, to-wit:

That Part of Lots 7, 8 and 9, Block 1 South, Range 2 East, Village of Jacksonburgh (now City of Jackson), as recorded in Liber 4 of Plats, page 2, Jackson County Records, which is described as follows:

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Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken January 30, 1968.

Subject to an easement as set forth in instrument recorded

September 20, 1966 in Liber 754, on page 62, Jackson County Records, being re-described to coincide with new metes and bounds description above:

An easement for the purpose of ingress to and egress from the above described property. Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue, thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of the Village of Jacksonburgh, (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, thence continuing South $0^{\circ} 25' 32''$ East 202.33 feet along the East line of said 16.50 foot public alley and West line of Lots 7 and 9, Block 1 South, Range 2 East, to a point North $0^{\circ} 25' 32''$ West 63.90 feet from the North line of Courtland Street, said point being the place of beginning of this easement description; thence North $89^{\circ} 30' 24''$ East 82.46 feet to the West line of a brick building, now standing, thence South $0^{\circ} 25' 32''$ East 10.0 feet along the West line of said brick building, to the North line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along the North line of said brick building thence North $0^{\circ} 25' 32''$ West 0.85 feet along the West line of said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along the North line of said brick building and said line extended to a point on the East line of said 16.50 foot public alley and the West line of Lot 9, North $0^{\circ} 25' 32''$ West 50.25 feet from the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 13.65 feet along the East line of said 16.50 foot public alley and West line of Lot 9 to the place of beginning of this easement description.

And reserving unto the parties of the first part an easement over and across the Northernmost part of the above described property for the purpose of providing for the continued existence, use, and support of a fire escape on and from the building immediately adjacent on the North of said property.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken on January 30, 1968.

MEMO TO: Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney ^(B)

DATE: July 12, 2016

SUBJECT: Approve an Addendum to a Development Agreement for the Otsego Apartments

Recommendation: Approve an Addendum to a Development Agreement with the Otsego Elderly Limited Dividend Housing Association LLC for the Otsego Apartments

Attached is a proposed Addendum to a Development Agreement, as well as a copy of the previously approved Development Agreement.

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

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Bethany M. Smith, City Attorney

DATE: July 12, 2016

RECOMMENDATION: Approve an Addendum to a Development Agreement for the Otsego Apartments

SUMMARY

On January 7, 2015, Council previously approved a Development Agreement with the future owners of the Otsego Apartments, which is an entity known as Otsego Elderly Limited Dividend Housing Association, LLC. The Development Agreement needs to be amended by way of an Addendum as the timeline set out in the Development Agreement for completion of the project cannot be met due to the delay in the new owner entity taking title to the Otsego Apartments and financing issues.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations of concern.

HISTORY, BACKGROUND and DISCUSSION

Attached please find a Development Agreement that accompanies the Ordinance that would grant a Payment in Lieu of Taxes (PILOT) tax exemption to Otsego Apartments. Otsego Elderly Limited Dividend Housing Association, LLC (“Otsego”) will be entering into an option agreement to purchase Otsego Apartments. The Otsego Apartments development is used for the housing of low income elderly and disabled persons. The new owner wishes to rehabilitate the housing development and would be greatly assisted in its ability to obtain federal financing for the project if the City of Jackson were to grant a PILOT in favor of Otsego Elderly Limited Dividend Housing Association, LLC.

The owner of Otsego Apartments has entered into a Development Agreement whereby the Owner will agree to bring the housing development in compliance with the City of Jackson Code of Ordinances. A copy of the Development Agreement is attached for your review.

The only change to the Development Agreement and the previously approved Development Agreement is the change of the date for completion of the rehabilitation from December 31, 2016 to December 31, 2017.

DISCUSSION OF THE ISSUE

Approval of the Addendum to the Development Agreement will ensure that the rehabilitation of the Otsego Apartments will be done to City of Jackson Code.

POSITION

The City Attorney's Office recommends approval of the Addendum to the Development Agreement with the new owners of the Otsego Apartments.

ATTACHMENTS: Addendum to Development Agreement
 Previously approved Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and Otsego Elderly Limited Dividend Housing Association LLC, a Michigan limited liability company, whose address is c/o First Housing Corporation, 4275 Five Oaks Drive, Lansing, MI 48911 ("Developer").

WITNESSETH:

WHEREAS, the Developer has entered an Option Agreement with Otsego Limited Dividend Housing Association, a Michigan Limited Partnership, relating to the purchase and sale of an apartment complex in the City of Jackson, State of Michigan known as Otsego Apartments, which is more particularly described as:

(See Exhibit A, attached hereto and incorporated by reference)

Commonly known as 102 Francis Street, Jackson, Michigan ("the Property") that provides low income housing to senior citizens; and

WHEREAS, the City has received an offer from the Developer to rehabilitate the housing development, which offer is subject to the Developer obtaining title and receipt of a mortgage



loan from the Michigan State Housing Development Authority and/or a HUD insured loan ("Financing"); and

WHEREAS, the Developer requested that the City issue a payment in lieu of taxes tax exemption to the Developer pursuant to the State Housing Development Authority Act, Public Act 346 of 1966, as amended (MCL 125.1401, et. seq.) effective as of the date the Developer obtains title to the Property; and

WHEREAS, the City desires that, if the Developer obtains title, it make certain improvements to the housing development in order to comply with the current City of Jackson Code of Ordinances; and

WHEREAS, the City desires that if the Developer obtains title, it comply with certain registration and financial obligations imposed upon the Developer by the City of Jackson Code of Ordinances, Resolutions or regulations; and

WHEREAS, part of the consideration to the City for this Development Agreement is Developer's promise to develop the Property to generate housing for low income senior citizens if it obtains title; and

WHEREAS, the parties desire to insure that the Development will take place, and set forth the terms of the Development.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. DEVELOPMENT CRITERIA.
 - A. CODE COMPLIANCE. If and when Developer obtains title, it will operate and rehabilitate a housing development for low income senior citizens known as Otsego Apartments in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.

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- B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Neighborhood and Economic Operations Department no less than thirty (30) days prior to the commencement of construction activities.
- C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will renovate the building on the Property to provide for the housing development known as Otsego Apartments. Development of the Property must rehabilitate and preserve seventy-six (76) low income rental units for low income senior citizens.
- D. SPECIFIC DEVELOPMENT CRITERIA.
- i. "Commencement of the Development" means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, will be arranged, all site preparation completed, and actual physical Development activity is underway. Commencement of the Development shall be determined to be the date of the equity and debt closings associated with the Development. "Completion of the Development" means that all repairs and rehabilitation set forth in the plans and specifications submitted by Developer to the City has been finalized and the structure on the Property is ready for use. City in its sole discretion shall determine whether Developer has completed the development of the Property.
 - ii. Developer must comply with the following if and when Developer obtains title to the Property:
 - a). Developer must be in full compliance with all requirements of the City of Jackson Meterless Parking System and be current on all payments due pursuant to the Meterless Parking System within ninety (90) days from the date of execution of this Development Agreement;
 - b). Developer must be registered under the City of Jackson Non-owner Occupied Residential Property Registry within ninety (90) days from the date of the execution of this Development Agreement, unless and until such registration requirement is

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- removed from the City of Jackson ordinances or is declared unenforceable in part or in whole by any court, or any administrative or governmental body;
- c). Developer must obtain all housing inspections required by the City of Jackson Code of Ordinances and Resolutions;
 - d). In addition to the landscaping standards set forth in the City of Jackson Code of Ordinances, the City may plant six (6) street trees along the frontage of Michigan Avenue and Francis Street that have been provided with electrical power so as to illuminate tree lights which are required for each street tree. The steps needed to plant the street trees and provide electrical power are included on the attached Exhibit B including designation of which party to this Agreement is responsible for each step in the process. Developer shall reimburse City for all costs of planting and providing electrical power to the street trees, provided that City shall pay the utility charges for illumination.
 - e). Developer shall reimburse City for replacement of sidewalks adjacent to the Property within forty-five (45) days of invoice unless Developer has not yet obtained title or commenced Development. In addition, upon obtaining title, Developer must timely pay for all assessments that may become due for street repairs.
 - f). Developer must obtain City approval of building materials used and placement of building materials prior to any repair or rehabilitation of the Property;
 - g). Developer and City will share the cost of repaving the alley abutting Developer's Property with the choice of materials to be made with the approval of City, provided however that Developer's share of the cost of repaving the alley shall not exceed Ten Thousand (\$10,000) Dollars.



- iii. Commencement of the Development must occur within two hundred and forty (240) days from the date Developer obtains title; and
- iv. Completion of the Development must occur no later than December 31, 2016.

E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

3. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and City has provided Developer with ten (10) days written notice of the default and the opportunity to cure such default, which shall not exceed thirty (30) days. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above. If any default has not been cured within thirty (30) days of the delivery of the notice to the address of Developer specified in Paragraph 10, *infra*, this Agreement shall be null and void. Provided that Developer has been properly served with notice of default to the addresses provided herein, Developer must pay to City, within thirty (30) days of the passing of the applicable deadline, liquidated damages in the amount of Two Hundred (\$200.00) Dollars per day for each day that Developer is in default of this Agreement, and/or Two Hundred (\$200.00) Dollars per day for failure to comply with any City ordinance, resolution or regulation.

4. TAXES, UTILITIES, AND ASSESSMENTS. After acquiring title to the Property and passage of the proposed Ordinance attached as Exhibit B, Developer must pay the yearly payment in lieu of taxes amount, assessments, utilities, and outstanding debts related to the Property when such become due.

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5. CHANGE OF OWNERSHIP INTEREST. Except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Property or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.
6. TERM OF AGREEMENT. The term of this Agreement shall be thirty-five (35) years from the date of execution in the event Developer acquires title, or until the Developer no longer has a payment in lieu of taxes tax exemption. The term of this Agreement may be extended by the mutual consent of both parties; provided however that this Agreement will not take effect unless the proposed ordinance attached as Exhibit B is passed by the City of Jackson City Council.
7. PRIOR DEVELOPMENT AGREEMENT. The parties executed a prior development agreement. Upon execution of this Development Agreement, the prior Development Agreement shall be null and void.
8. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
9. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
10. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights

[Handwritten signature]

and obligations under this Agreement to an affiliated or related entity, without the consent of the City.

11. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

If to the City, to: City of Jackson
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Manager

With a copy to: City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Attorney

If to Developer, to: Otsego Elderly Limited Dividend Housing Assoc.
c/o A&M Otsego LLC
4275 Five Oaks Drive
Lansing, MI 48911

12. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence, City's negligence, Developer's and City's combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death,

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loss, or damage caused by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

13. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
15. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
16. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.

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17. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
18. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 3rd day of March, 2015.

THE CITY OF JACKSON

By [Signature]
Jason C. Smith, Mayor

By [Signature]
Andrew J. Wrozek, Jr.,
City Treasurer/Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this 3rd day of March, 2015, by Jason C. Smith and Andrew J. Wrozek, Jr., the Mayor and City Treasurer/Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

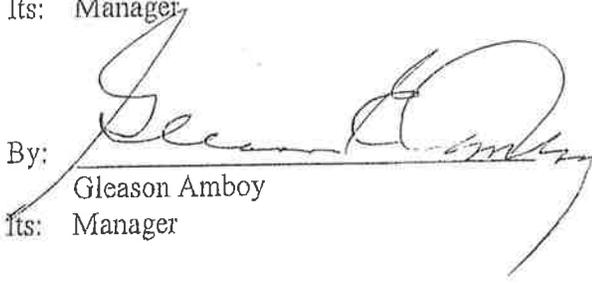
[Signature], Notary Public
Jackson County, Michigan
My commission expires _____

DEBRA A. NOGA
NOTARY PUBLIC, Hillsdale County, MI
My Commission Expires March 4, 2019
Acting in Jackson County, MI

OTSEGO ELDERLY LIMITED DIVIDEND
HOUSING ASSOCIATION LLC, a Michigan
limited liability company

By: A&M Otsego LLC, a Michigan limited
liability company

Its: Manager

By: 
Gleason Amboy
Its: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this 19th day of February,
2015, by Gleason Amboy, as Manager of A&M Otsego LLC, a Michigan limited liability
company, which is the Manager of Otsego Elderly Limited Dividend Housing Association LLC,
on behalf of Otsego Elderly Limited Dividend Housing Association LLC.



, Notary Public
Ingham County, Michigan
My commission expires: 2/12/2020

PHILLIP SNODGRASS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Feb. 12, 2020
Acting in the County of Ingham

Subject to an easement as set forth in instrument recorded September 20, 1966 in Liber 754, on page 62, Jackson County Records, being re-described to coincide with new metes and bounds description above:

An easement for the purpose of ingress to and egress from the above described property. Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue, thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of the Village of Jacksonburgh, (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, thence continuing South $0^{\circ} 25' 32''$ East 202.33 feet along the East line of said 16.50 foot public alley and West line of Lots 7 and 9, Block 1 South, Range 2 East, to a point North $0^{\circ} 25' 32''$ West 63.90 feet from the North line of Courtland Street, said point being the place of beginning of this easement description; thence North $89^{\circ} 30' 24''$ East 82.46 feet to the West line of a brick building, now standing, thence South $0^{\circ} 25' 32''$ East 10.0 feet along the West line of said brick building, to the North line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along the North line of said brick building thence North $0^{\circ} 25' 32''$ West 0.85 feet along the West line of said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along the North line of said brick building and said line extended to a point on the East line of said 16.50 foot public alley and the West line of Lot 9, North $0^{\circ} 25' 32''$ West 50.25 feet from the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 13.65 feet along the East line of said 16.50 foot public alley and West line of Lot 9 to the place of beginning of this easement description.

And reserving unto the parties of the first part an easement over and across the Northernmost part of the above described property for the purpose of providing for the continued existence, use, and support of a fire escape on and from the building immediately adjacent on the North of said property.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken on January 30, 1968.

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Exhibit A

Land in the City of Jackson, Jackson County, Michigan and described as follows, to-wit:

That Part of Lots 7, 8 and 9, Block 1 South, Range 2 East, Village of Jacksonburgh (now City of Jackson), as recorded in Liber 4 of Plats, page 2, Jackson County Records, which is described as follows:

Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue; thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of Jacksonburgh (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, and also the place of beginning of this description; thence North $89^{\circ} 34' 44''$ East 97.10 feet along the South line of Michigan Avenue, thence South $46^{\circ} 08' 03''$ East 27.12 feet along the brick of a 5 story building, now standing, to the West line of Francis Street, as now established, thence South $1^{\circ} 17' 33''$ East 179.98 feet along the West line of Francis Street to a point North $1^{\circ} 17' 33''$ West 67.47 feet (67.4 feet per deed) from the North line of Courtland Street and to the North line of a brick building, now standing, thence South $88^{\circ} 31' 14''$ West 36.79 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 12.65 feet along the West line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along said brick building, thence North $0^{\circ} 25' 32''$ West 0.85 feet along said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along said brick building and said line extended to the East line of said 16.50 foot public alley and West line of Lot 9 at a point North $0^{\circ} 25' 32''$ West 50.25 (50.1 foot per deed) North of the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 215.98 feet along the East line of said 16.50 foot alley and the West line of Lots 7 and 9 to the place of beginning of this description.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken January 30, 1968.

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