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

AGENDA – CITY COUNCIL MEETING

September 20, 2016
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE** – Invocation by Arlene Robinson, 1st Ward City Councilmember.

3. **ROLL CALL**.

4. **ADOPTION OF AGENDA**.

5. **CITIZEN COMMENTS** (3-Minute Limit).

6. **PRESENTATIONS/PROCLAMATIONS**.

7. **PETITIONS & COMMUNICATION (Accept & Place on File)**.

   A. **Daniel Burnham Award for a Comprehensive Plan for the 2016 Planning Excellence Awards.**
   Acknowledgement of the announcement that Jackson Next, City of Jackson has been selected as a recipient of the Daniel Burnham Award for a Comprehensive Plan for the 2016 Planning Excellence Awards, Michigan Association of Planning.

8. **CONSENT CALENDAR**.

   A. **Minutes of the Regular Meeting of September 6, 2016:**
   Approve the minutes of the regular City Council meeting of September 6, 2016.

   B. **City Planning Commission Resignation:**
   Receipt with regret the resignation of Martin J. Griffin from the City Planning Commission.

C. Zombie Walk Jackson:
Approve a request from Zombie Walk Jackson to conduct their 7th annual Zombie Walk Jackson event on October 8, 2016, from 8:00 a.m. to 6:00 p.m., in the Farmers Market parking lot.

D. CDBG and HOME Financial Statements through July 31, 2016:
Receive the Community Development Block Grant (CDBG) and HOME Financial Summaries through July 31, 2016.

E. Resolution in Support of House Bill 5282 – Governmental Immunity for Sewage Disposal System Event.
Recommendation: Approve a resolution in support of House Bill 5282 for Government Immunity for Sewage Disposal System Event.

9. PUBLIC HEARINGS.

A. Public Hearing for CDBG/HOME Program Performance and Request for Authorization to Submit the Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD).

1. Conduct a Public Hearing to receive citizen comment regarding the Consolidated Annual Performance and Evaluation Report (CAPER), and authorize submittal to the Department of Housing and Urban Development (HUD).

10. OTHER BUSINESS.

A. Ordinance – Repeal of Duplicate ERS Board of Trustee Requirements (Second/Final Reading).
Recommendation: Final adoption of Ordinance No. 2016-20, repealing Division 6, Article 2, Chapter 2, City Code, to repeal duplicative provisions concerning the Employee Retirement System Board of Trustees.

B. Ordinance – Quorum Requirements to the ERS Pension Board (Second/Final Reading).
Recommendation: Final adoption of Ordinance No. 2016-21, amending sections of Article VI, Chapter 2, City Code, to alter the quorum requirements to the Employee Retirement System Board of Trustees, and add provisions repealed from Section 2-317, Division 6, Article VI, Chapter 2.

***C. Item Deleted.**

D. **Ordinance – Revise Chapter 1, Section 17 – Appearance Tickets (Second/Final Reading).**
Recommendation: Final adoption of Ordinance No. 2016-23, amending Section 17, Chapter 1, City Code, to revise various sections of the Chapter affected by structural changes made to several City of Jackson Departments.

E. **Ordinance – Define and Clarify Language Used to Regulate the NOORP Registry (Second/Final Reading).**
Recommendation: Final adoption of Ordinance No. 2016-24, amending Section 3, Chapter 14, City Code, to define and clarify language used to regulate the Non-Owner Occupied Residential Property Registry.

F. **Ordinance – Hours of Operation for City Parks (Second/Final Reading).**
Recommendation: Final adoption of Ordinance No. 2016-25, amending Section 19-41, Chapter 19, City Code, to change the hours of operation for the City Parks.

11. NEW BUSINESS.

A. **Resolution to Establish a Penalty to be Imposed when a Default Order is Set Aside at an Administrative Hearing.**
Recommendation: Approve a resolution to establish a penalty to be imposed when a Default Order is set aside at an Administrative Hearing.

B. **Ordinance Establishing Factors for a Determination of Discontinuance or Vacancy of a Nonconforming Lot, Building or Structure (First Reading).**
Recommendation: Consider an ordinance amending Section 28-130(g), Chapter 28, City Code, to provide conditions constituting evidence of discontinuance or vacancy of nonconforming lots, buildings and structures.

C. **Ordinance – Revisions to Section 13-9, Chapter 13 – Historic Preservation (First Reading).**
Recommendation: Consider an ordinance amending Section 13-9, Chapter 13, City Code, in an effort expedite the appeal process by revising language adopted from the Local Historic Districts Act to safeguard the heritage of the City of Jackson.

D. **Fiduciary Agreement with the Ella Sharp Museum Collection of Donations for the Nevelson Restoration Project.**
Recommendation: Approve the Fiduciary Agreement between the City of Jackson and the Ella Sharp Museum, authorize the Mayor to sign same, and authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

E. Award Four (4) Demolition Contracts.

Recommendation: Award Four (4) demolition contracts in the total amount of $228,101.00 as follows:

CDBG Funding		$129, 996.00
• Smalley Construction	$111,620.00	
• Lester Brothers	$ 18,376.00	
City Demolition Funds		$ 98,105.00
• Salenbien Trucking & Excavating	$ 27,750.00	
• Smalley Construction	$ 70,335.00	

F. TCO Nos. 2220-2228 – Convert Franklin Street between First Street and West Avenue from One-way Westbound to Two-way Traffic.

Recommendation: Approve Traffic Control Order Nos. 2220 through 2228 to convert Franklin Street between First Street and West Avenue from one-way westbound to two-way traffic.

G. Change Order 2 to the Downtown Street and Parking Lot Rehabilitation Contract with Bailey Excavating, Inc.

Recommendation: Approve Change Order 2 to the contract with Bailey Excavating, Inc., for Downtown Street and Parking Lot Rehabilitation in the increased amount of $374,576.22 for the construction of a parking lot on the vacant parcel at 209 W. Louis Glick Highway, and authorize the City Manager and City Engineer to execute the appropriate document.

H. City Assessor Position.

Consideration of an application for the appointment of the City Assessor.

***I. Donation Agreement with Wells Fargo for 609 Williams.**

Recommendation: Approve a Donation Agreement between the City of Jackson and Wells Fargo, authorize the Mayor to sign same, and authorize the City Attorney to make minor modifications and to take all action necessary to finalize the agreement.

***J. Execution of Engagement Letter – Varnum, LLP – Assistance with Mobilitie, LLC METRO Act Application.**

Recommendation: Approve execution of an Engagement Letter to retain Varnum, LLP as attorneys to assist with the METRO act application of Mobilitie, LLC to install a 120′ antenna in the City of Jackson right of way, authorize the Mayor to sign same, and authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

***K. Addendum to Development Agreement – Detroit Entrepreneur Development, LLC.**

Recommendation: Approve execution of an Addendum to Development Agreement, authorize the City Manager to sign same, and authorize the

City Attorney to make minor modifications and to take all actions necessary to finalize the agreement.

***L. Addendum to Purchase Agreement – Detroit Entrepreneur Development, LLC.**
Recommendation: Approve execution of an Addendum to Purchase Agreement, authorize the City Manager to sign same, and authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

***M. Sponsorship Rights Agreement – Experience Jackson.**
Recommendation: Approve a Sponsorship Rights Agreement between the City of Jackson and Experience Jackson, authorize the Mayor to sign same, and authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

12. CITY COUNCILMEMBERS' COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

*Additions and Deletions to the Agenda.

Michigan Association of Planning
A chapter of the American Planning Association

September 2, 2016

Leah DuMouchel
Beckett & Raeder, Inc.
535 W. William Street, Suite 101
Ann Arbor, MI 48103

Dear Leah,

On behalf of the Michigan Association of Planning, the Michigan Chapter of the American Planning Association, I am pleased to inform you that *Jackson Next, City of Jackson* has been selected as a recipient of the Daniel Burnham Award for a Comprehensive Plan for the 2016 Planning Excellence Awards.

This project will be recognized at the Michigan Association of Planning's annual conference, *Planning Michigan*, at the Radisson Plaza Hotel in Downtown Kalamazoo. A formal presentation of the award will be held at the awards banquet, scheduled for Wednesday, October 26th at 7:00 p.m.

A jury of APA Wisconsin Chapter professionals reviewed and selected your project, and they included the following comments in their recommendation:

Taking an out-of-the-box approach, Jackson Next was organized around placemaking and building upon assets, not starting from scratch. This project displayed a diversity of outreach, capturing input from a wide variety of people and stakeholders. The detailed analysis of existing conditions and assets, including walkscores, historic resources, community garden, an impervious surface map, statement of ADA inclusion and Safe Routes to School objectives, and a breakdown of transportation uses. By looking at a total stock of what they currently have, they were able to develop strategies for all components of their community to be planned for their best use in the future. Multiple judges found noteworthy the exceptional job of tying in the history of the community as a relevant and important part of building future success. Jackson Next digs deeper into tying placemaking to the economic health of the area and its neighborhoods, not only for promoting positive economic returns but in making "home" for the residents. Innovation to solve city-wide, district and neighborhood planning problems can be seen in the plan's development of form-based codes. Each and every award category was addressed and objectives were communicated efficiently. Jackson Next worked with stakeholders to make changes that are recognized, by using positive reinforcement to override the fear response in a community that has historic failures, in great need of hope for a brighter future.

Congratulations on this prestigious award. We look forward to seeing you at the conference.
Sincerely,

Lauren R. Carlson
Director of Information and Planning

1919 West Stadium, Suite 4
Ann Arbor, Michigan 48103

p: 734.913.2000
f: 734.913.2061

CITY COUNCIL MEETING MINUTES

September 6, 2016

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

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

ROLL CALL:

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

Also present: City Manager Patrick Burtch, City Attorney Bethany Smith, City Treasurer/Clerk Andrew J. Wrozek, Jr., City Asst. Assessor Jason Yoakam, Director of Police and Fire Matthew Heins, 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 Greer to adopt the Agenda with one addition under New Business – L. Historic Preservation. Votes - Yeas: Councilmembers Robinson, Dancy, Greer, Pappin, Frounfelker, and Dobies (6). Nays: Mayor Jors (1). Motion carried.

CITIZEN COMMENTS:

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

PRESENTATIONS/PROCLAMATIONS:

A. Presentation will be given by Nigel Griswold and Benjamin Calnin, Dynamo Metrics.

1. **Professional Service Agreement with Dynamo Metrics:**
Recommendation: Approve the Professional Services Agreement with Dynamo Metrics in a budgeted amount of $120,000.00 with an additional $15,000.00 should the utility data be inadequate for modeling, resulting in a not to exceed amount of $135,000.00, authorize the City Manager to sign the Agreement, and authorize the City Attorney to make minor modifications and take all actions necessary to finalize the Agreement.

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

PETITIONS & COMMUNICATION (Accept & Place on File). None.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of August 23, 2016:
Approve the minutes of the regular City Council meeting of August 23, 2016.

B. Jackson Housing Commission Resignation:
Receipt with regret the resignation of Patricia Davis-Dye from the Jackson Housing Commission.

C. Jackson Housing Commission Appointment:
Mayor's recommendation to appoint Teresa Gibson (Resident) to the Jackson Housing Commission filling a current vacancy, beginning immediately and ending October 30, 2021.

D. National POW/MIA, 24 Hour Vigil:
Approve a request from the Vietnam Veterans of America Chapter 109 to conduct their POW/MIA 24 hour vigil event on Friday, September 16, 2016, to Saturday, September 17, 2016, from 3:00 p.m. to 3:00 p.m., in Withington Veterans Park. (Contingent upon receipt of proper insurance coverage.)

E. Jackson High Homecoming Parade:
Approve a request from Jackson High School to conduct their Jackson High Homecoming Parade event on Friday, September 30, 2016, from 5:30 p.m. to 6:30 p.m., on Brown St, Daniel St., and Wildwood Ave., with conclusion at Jackson High School. (Contingent upon receipt of proper insurance coverage.)

F. Glow Run Jackson 5k:
Approve a request from the Jackson YMCA to conduct their Glow Run Jackson 5k event on Saturday, November 5, 2016, from 12:00 p.m. to 11:00 p.m., in Ella Sharp Park. (Contingent upon receipt of proper insurance coverage.)

G. Heart of a Lion 5k Run:
Approve a request from the Jackson Area 19 Special Olympics to conduct their Heart of a Lion 5k Run event on Sunday, November 13, 2016, 8:00 a.m. to 1:00 p.m., in Ella Sharp Park. (Contingent upon receipt of proper insurance coverage.)

H. Oktoberfest:
Approve a request from the Jackson YMCA to conduct their Oktoberfest event on Friday, September 23, 2016, from 5:00 p.m. to 11:00 p.m., and Saturday, September 24, 2016, from 12:00 p.m. to 9:00 p.m., on W. Wesley between S. Jackson, and Mechanic Streets. (Contingent upon receipt of proper insurance coverage.)

I. Receipt of Draft Copy of CAPER and Reaffirm Public Hearing:
Receive the draft copy of the Consolidated Annual Performance Evaluation Report (CAPER), authorize dissemination for public comment, and reaffirm the Public Hearing on September 20, 2016.

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

PUBLIC HEARINGS: none.

OTHER BUSINESS:

A. Ordinance Revision for Fund Managers, Consultants & Advisors for the Employee Retirement System, the ACT 345 Retirement System, and the Old Police and Fire Retirement System (Second/Final Reading).
Recommendation: Final adoption of Ordinance No. 2016-17, amending Section 2-541, Chapter 2, City Code, to require submission of bid proposals every five years for the fund managers of the retirement systems of the City of Jackson.

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

B. Ordinance Revisions to the ERS Board of Trustees Composition (Second/Final Reading).

Recommendation: Final adoption of Ordinance No. 2016-18, amending Section 2-528, Chapter 2, City Code, to alter the composition of the Employee Retirement System Board of Trustees.

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

C. Ordinance Revisions to the AHB Ordinance (Second/Final Reading).

Recommendation: Final adoption of Ordinance No. 2016-19, amending Chapter 2.5, City Code, to modernize the provisions used to regulate the Administrative Hearings Bureau.

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

D. Renewal of Leaf Pickup Program General Services Contract for the 2016 Season.

Recommendation: Approve the first renewal of the General Services Agreement with United Waste of Jackson to conduct the 2016 Curbside Leaf Pickup Program in the amount of $126,882.08.

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.

E. Change Order #1 to the Street Sweeping Contract.

Recommendation: Approve Change Order #1 to the Street Sweeping Contract with National Industrial Maintenance, Inc., Dearborn, in the amount of $74,202.00 to perform a second sweeping cycle this fall.

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.

F. Interim Balancing Change Order 2 (Deduct) for 2015 CDBG Local Street Construction Contract.

Recommendation: Approve Interim Balancing Change Order 2 (Deduct) to the contract with Bailey Excavating, Inc., for 2015 CDBG Local Street

Reconstruction in the decreased amount of $16,152.22 to balance contract quantities for various items that are substantially complete to match quantities placed in the field, add items that were necessary to complete work in the field, and authorize the City Manager and City Engineer to execute the appropriate document.

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.

G. Change Order 1 to the Downtown Street and Parking Lot Rehabilitation Contract with Bailey Excavating, Inc.

Recommendation: Approve Change Order 1 to the contract with Bailey Excavating, Inc., for Downtown Street and Parking Lot Rehabilitation in the increased amount of $9,000.00 to install sanitary and storm sewer services to the vacant lot at 224 N. Jackson Street, and authorize the City Manager and City Engineer to execute the appropriate document.

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

H. Interim Balancing Change Order 7 (Deduct) to the Parking Lot Construction Contract with Bailey Excavating.

Recommendation: Approve Interim Balancing Change Order 7 (Deduct) to the contract with Bailey Excavating, Inc., for Parking Lot Construction in the decreased amount of $12,791.86 to balance contract quantities for various items that are substantially complete to match quantities placed in the field, add items that were necessary to complete the work in the field, and authorize the City Manager and City Engineer to execute the appropriate document.

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

I. Change Order 1 (Deduct) to the Construction Contract for the CP Federal Square Building with O'Harrow Construction Co. of Jackson, MI.

Recommendation: Approve Change Order No. 1 (Deduct) to the contract with O'Harrow Construction Company for the CP Federal Square Building in the decreased amount of $42,336.00 to change the authorized work for various items to modify the electrical, roof system, HVAC and

the concrete floor in the proposed building, and authorize the City Manager and City Engineer to execute the appropriate document.

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. Addendum to Naming Rights Agreement with CP Federal Credit Union.
Recommendation: Approve an Addendum to Naming Rights Agreement as presented, authorize the City Manager to sign the Addendum, and authorize the City Attorney to make minor modifications and take all actions necessary to finalize the Addendum.

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. Modification to the Neighborhood & Economic Operations Downtown Investor-Owned Rehabilitation Policy.
Recommendation: Approve the modification of the funding level to the Neighborhood and Economic Operations Downtown Investor-Owned Rehabilitation Policy, from $40,000.00 per unit up to $50,000.00 per unit.

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.

NEW BUSINESS:

A. Ordinance – Repeal of Duplicate ERS Board of Trustee Requirements (First Reading).
Recommendation: Consider an ordinance repealing Division 6, Article 2, Chapter 2, City Code, to repeal duplicative provisions concerning the Employee Retirement System Board of Trustees.

Motion was made by Councilmember Dobies, seconded by Councilmember Frounfelker to approve 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 – Quorum Requirements to the ERS Pension Board (First Reading).

Recommendation: Consider an ordinance amending sections of Article VI, Chapter 2, City Code, to alter the quorum requirements to the Employee Retirement System Board of Trustees, and add provisions repealed from Section 2-317, Division 6, Article VI, Chapter 2.

Motion was made by Councilmember Greer, seconded by Councilmember Dobies to approve 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. Ordinance – Revise Chapter 8 – Formerly Community Development/Neighborhood Economic Operations (First Reading).
Recommendation: Consider an ordinance amending Chapter 8, City Code, to revise various sections of the Chapter affected by structural changes made to several City of Jackson departments.

Motion was made by Councilmember Greer, seconded by Councilmember Dancy to approve 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.

D. Ordinance – Revise Chapter 1, Section 17 – Appearance Tickets (First Reading).
Recommendation: Consider an ordinance amending Section 17, Chapter 1, City Code, to revise various sections of the Chapter affected by structural changes made to several City of Jackson Departments (Appearance Tickets).

Motion was made by Councilmember Dobies, seconded by Councilmember Greer to approve 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.

E. Ordinance – Define and Clarify Language Used to Regulate the NOORP Registry (First Reading).
Recommendation: Consider an ordinance amending Section 3, Chapter 14, City Code, to define and clarify language used to regulate the Non-Owner Occupied Residential Property Registry.

Motion was made by Councilmember Greer, seconded by Councilmember Frounfelker to approve 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.

F. Ordinance – Hours of Operation for City Parks (First Reading).
Recommendation: Consider an ordinance amending Section 19-41, Chapter 19, City Code, to change the hours of operation for the City Parks.

Motion was made by Councilmember Greer, seconded by Councilmember Dobies to approve 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.

G. Resolution for a Maintenance Agreement with MDOT for Non-Motorized Pathway.
Recommendation: Resolution for the approval of a Maintenance Agreement with the Michigan Department of Transportation (MDOT) for a non-motorized pathway along S. Cooper and authorize the City Manager to execute the appropriate document.

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.

H. Contract Award of the Extension of the MLK Equality Trail.
Recommendation: Approve a contract award for the extension of the MLK Equality Trail to Bailey Excavating, Jackson, at a cost of $437,399.35, and authorize the Mayor and City Treasurer/Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

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.

I. TCO #2219 – Franklin Street at Blackstone Street Parking.
Recommendation: Approve Traffic Control Order No. 2219, to prohibit parking on the south side of Franklin Street from 50 feet west of Blackstone Street to Blackstone.

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.

J. Purchase of a MI-Deal 2016 Chevy Colorado 4x4 Truck for Parks and Cemeteries.

Recommendation: Approve a lease for a MI-Deal 2016 Chevy Colorado 4x4 Truck in the amount of $28,415.00 for the Parks, Recreation, and Cemeteries Department. This lease would be over five years with a payment of $7,828.00 annually through Berger Chevrolet, Grand Rapids, and Ally Corporation.

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

K. Revocable License Requested by Jackson County.

Recommendation: Approve a Revocable License to the County of Jackson for a temporary exterior boiler exhaust flue within the public right-of-way of the alley adjacent to the east side of the County Tower Building at 120 W. Michigan Avenue, which expires August 1, 2017, and authorize the Mayor and City Treasurer/Clerk to execute the appropriate documents(s).

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

L. Historic Preservation: added item.

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

<u>EXECUTIVE SESSION</u> to discuss a written legal opinion and to discuss collective bargaining:

Motion was made by Councilmember Greer, seconded by Councilmember Dobies to suspend Open Session and go into Executive Session. Votes – Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin and Frounfelker, and Dobies (7). Nays: none.

<u>RETURN TO OPEN SESSION:</u>

Motion was made by Councilmember Dobies, seconded by Councilmember Frounfelker to return to Open Session. Votes – Yeas: Mayor Jors, Councilmembers Robinson, Dancy, Greer, Pappin and Frounfelker, and Dobies (7). Nays: none.

CITY COUNCILMEMBERS' COMMENTS.

MANAGER'S COMMENTS.

ADJOURNMENT:

No further business being presented, motion was made to adjourn by Mayor Jors, seconded by Councilmember Dobies. Motion carried. Mayor Jors closed the meeting at 9:17 p.m.

Martin J Griffin

September 2, 2016

The Honorable William Jors, Mayor
City of Jackson
161 W. Michigan
Jackson, MI 49201

Dear Mr. Mayor:

With the completion of the Master Plan, I have decided that now would be a good time to step down from the City Planning Commission. My decision is effective today, September 2, 2016. The plan is a road map for the future of the city and I was proud to be a part of the planning process.

I wish you well as you move forward implementing the plan and thank you for allowing me to serve on the Planning Commission.

Sincerely,

Martin J. Griffin

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Council Members

FROM: Patrick H. Burtch, City Manager

DATE: September 20, 2016

SUBJECT: Special Event Application for the Zombie Walk Jackson.

Recommendation:

Approve a request from Zombie Walk Jackson to conduct their 7th annual Zombie Walk Jackson event on October 8, 2016 from 8 a.m. to 6 p.m. in the Farmers Market Parking lot.

Attached are memos from Nathan Mack, regarding the Special Event Application for the event Zombie Walk Jackson.

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

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Nathan Mack, Executive Director, DDA

DATE: September 20, 2016

RECOMMENDATION: Approve a request from Zombie Walk Jackson to conduct their 7th annual Zombie Walk Jackson event on October 8, 2016 at 8 a.m. to 6 p.m. at the Farmers Market Parking Lot.

SUMMARY: This event raises donations for March of Dimes while also bringing people to downtown Jackson each year. Participants dress as zombies and parade through the streets of downtown. The event includes costume contests, activities for children, silent auction (for charity) and musical acts.

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		$175
Recreation	x		$0
DDA	x		$0
			$175

CONDITIONS & CONSIDERATIONS

- Barricades for street closure.

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage.

ATTACHMENTS: Special Event Application: Zombie Walk Jackson.

Downtown JACKSON Bound

CITY OF JACKSON SPECIAL EVENT APPLICATION

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

Date Received By DDA Office: 4/12/16 Time: 1 pm By: Kaiti

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: ZombieWalk Jackson 2016

Sponsoring Organization's Legal Name: ZombieWalk Jackson

Organization Address: 544 CHESTNUT Jackson, MI 49202

Tax I.D. Number: N/A

Event Organizer: Jason Mulholland Title: owner/organizer

Phone (work): (517) 917-7247

Phone (during event): (517) 917-7247

Agent's Address: 544 CHESTNUT Jackson, MI

Agent's E-Mail Address: Jasmulholland@gmail.com

Organization Address:

Please give a brief description of the proposed special event: ZombieWalk Jackson is an event to raise donations for the March of Dimes while also bringing people to downtown Jackson each year. Participants dress as zombies and parade through the streets of downtown. the event includes costume contests, activities for children, silent Auction (for charity), and musical acts.

Event Day(s) and Date(s): October 8th 2016

Set-Up Date & Time: 8 AM Tear-Down Date & Time: 6 PM

Event Location: Farmers Market Pavillion (Grand River Market Place)

ANNUAL EVENT: Is this event expected to occur next year? (circle one) *YES* *NO*
How many years has this event occurred? 7

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: Street closure of Michigan Ave From First st to Mechanic From 6PM to 6:15 PM while the walk Departs Memorial Park

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

#5 Farmers Market #14 (Behind Michigan Theater off Pearl st.)

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

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

sponsors are added leading up to the Day of the Event.

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.. Band(s) have not been booked at this time But will be Performing on the Property of Grand River Brewery

ATTENDANCE: What is the expected (estimated) attendance for this event? 600 - 1000

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? 2-4

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.
Power for Portable P.A. (Public ADDress system) to be used for Announcements througout the day.

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.
Police Assistance requested for crossing intersections (listed on map provided) also to lead procession as the "Parade" walks down Michigan Ave.

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.

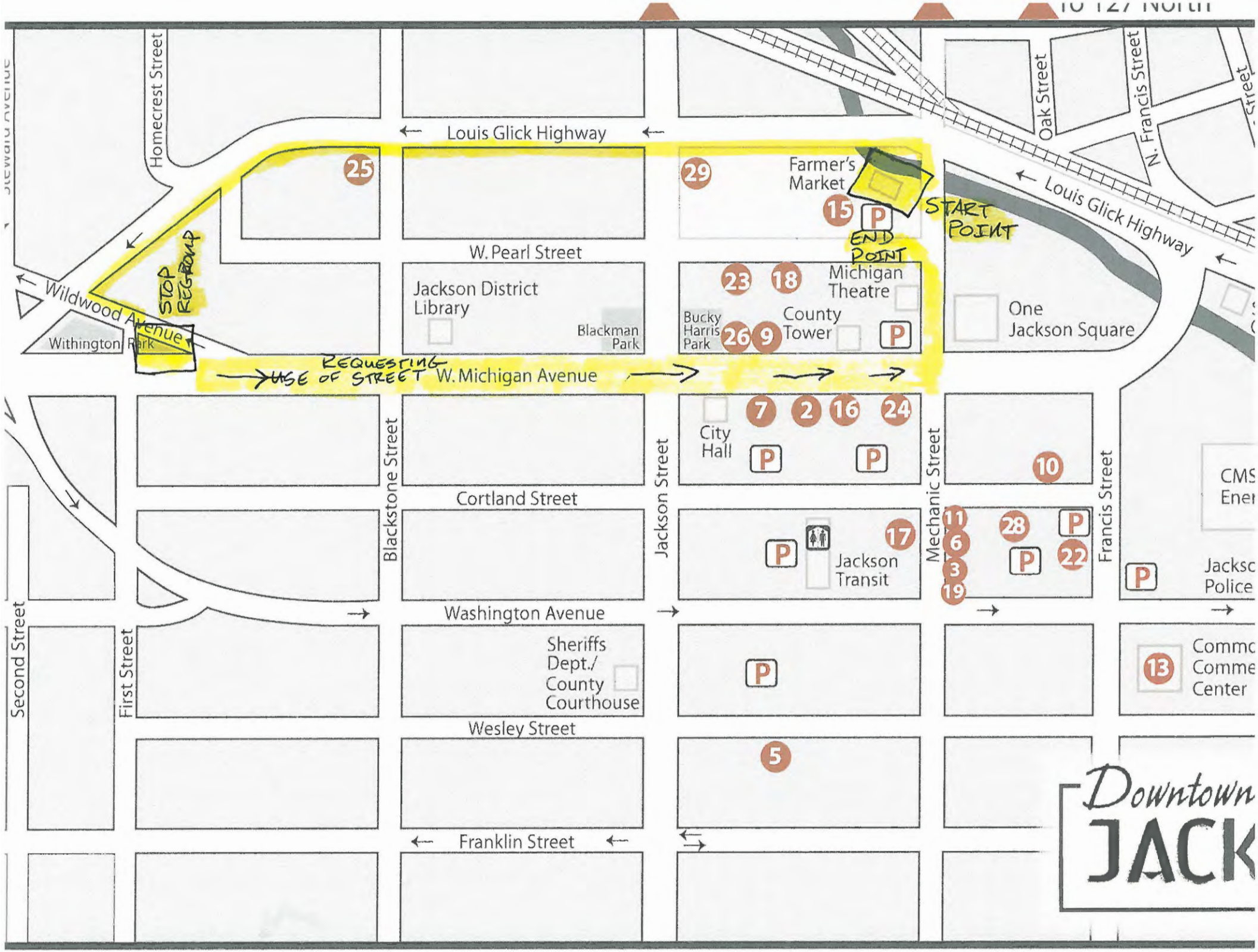
11. If required to provide liability insurance, I will add the City of Jackson and the Downtown Development Authority as additional insureds on the sponsoring organization's liability policy.

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.

April 20, 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


Homecrest Street
Louis Glick Highway
Farmer's Market
START POINT
END POINT
Louis Glick Highway
Oak Street
N. Francis Street
W. Pearl Street
Jackson District Library
Blackman Park
Michigan Theatre
Bucky Harris Park
County Tower
One Jackson Square
Wildwood Avenue
STOP REGROUP
Withington Park
REQUESTING USE OF STREET
W. Michigan Avenue
City Hall
Blackstone Street
Cortland Street
Jackson Street
Mechanic Street
Francis Street
Jackson Transit
Washington Avenue
Second Street
First Street
Sheriffs Dept./ County Courthouse
Wesley Street
Franklin Street
Downtown
JACK

ZOMBIEWALKJACKSON march of dimes

Hello. My name is Jason Mulholland. I am the organizer and founder of Zombie Walk Jackson. I would, first off, like to thank you for your consideration in sponsoring this year's event. Over the past six years, ZombieWalkJackson has raised over $15,000 for the March of Dimes, and has grown from 150 participants in 2010 to 1,800 in 2015. This year our goal is to double that number in 2016 which will dramatically increase the size of our donation to the March of Dimes.

With costs increasing as the event grows larger, we look to our community to help increase donations in the form of sponsorships. We have created a 3 tier sponsorship program. Each tier offers more advertising benefits to the sponsoring business.

Tier 1: Sponsor $100 and receive
2 ZombieWalkJackson T-Shirts (with your business logo listed as a sponsor)

Tier 2: Sponsor $250 and receive
4 ZombieWalkJackson T-Shirts (with your business logo listed as a sponsor)
An info table at registration (table/2 chairs will be provided)
Plugs on social media and interviews

Tier 3: Sponsor $500 and receive
6 ZombieWalkJackson T-Shirts (with your business logo listed as a sponsor)
(Logo placement on top of shirt)
An info table at registration (table/2 chairs will be provided)
Option to have our professional makeup artist Zombify someone from your organization.
Plugs on social media and interviews
Choice to sponsor a single activity/event within (business name attached)

We would especially like to thank you for sponsoring $_____ to our mission. As you may know, the March of Dimes does not receive any funding from other organizations or the federal government, which is why your sponsorship is so very important to us. The March of Dimes is a 501(c) 3 with the Tax ID 13-1846366. Your donation is tax deductible! Please make checks payable to: ZombieWalkJackson

Please be assured that proceeds from this event will directly benefit the Mission of the March of Dimes, which is to improve the health of babies by preventing birth defects, premature birth and infant mortality. This is achieved through programs of community service, advocacy, education and research.

Again, thank you for your generosity, and we hope to see you at ZombieWalkJackson 2016 on October 8th.

Sincerely,

Jason Mulholland
ZombieWalkJackson
Founder/Organizer
jasmulholland@gmail.com
517-917-7247

Blood Room after 1pm
Registration Area
Walk Exit
Vendors
Band Tent
Children's Obstacle Course with NERF targets
Zombie Response Vehicles park
Google Earth
1999
Imagery Date: 7/14/2015 42°14'55.29" N 84°24'23.81" W elev 932 ft eye alt 1394 ft

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager PHB

DATE: September 20, 2016

SUBJECT: CDBG and HOME Financial Summaries through July 31, 2016

Recommendation:

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

Attached is a memo from Jennifer Morris, Director of Neighborhood and Economic Operations, regarding the July 2016 CDBG and HOME financial summaries which denotes personnel costs, street re-construction, and credit for two previously budgeted residential demolitions demolished through the Help for Hardest Hit fund.

I recommend Council receive the attached CDBG and HOME Financial Summaries through July 31, 2016 and place on file. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Jennifer Morris, Director of Neighborhood and Economic Operations

DATE: September 20, 2016

RECOMMENDATION: To accept and place on file the CDBG and HOME Financial Summaries through July 31, 2016

SUMMARY

Attached please find the Financial Summaries for the CDBG and HOME funds for the one-month ending July 31, 2016. Monthly expenses include personnel costs, street re-construction, and credit for two previously budgeted residential demolitions demolished through the Help for Hardest Hit fund.

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

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the One Month Ended July 31, 2016

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Public Services							
1	King Center Summer Program							
	FY 2015/2016	35,000	31,242	3,390	3,390	34,632	368	98.9%
	Administration							
2	Administration & Planning							
	FY 2015/2016	66,500	29,201	12,516	12,516	41,717	24,783	62.7%
	FY 2016/2017	97,500	-	-	-	-	97,500	0.0%
	Code Enforcement							
3	City Code Enforcement - Inspection							
	FY 2014/2015	131,500	107,466	7,263	7,263	114,729	16,771	87.2%
	FY 2015/2016	46,000	-	-	-	-	46,000	0.0%
	FY 2016/2017	144,000	-	-	-	-	144,000	0.0%
4	City Code Enforcement - Rehabilitation							
	FY 2015/2016	89,000	1,518	3,099	3,099	4,617	84,383	5.2%
	FY 2016/2017	86,750	-	-	-	-	86,750	0.0%
5	City Attorney Office							
	FY 2013/2014	20,000	8,970	1,289	1,289	10,259	9,741	51.3%
	Housing Rehabilitation Projects							
6	Homeowner Rehabilitation							
	FY 2013/2014	221,358	177,607	-	-	177,607	43,751	80.2%
	FY 2014/2015	77,284	-	-	-	-	77,284	0.0%
	FY 2015/2016	98,886	-	-	-	-	98,886	0.0%
	FY 2016/2017	75,000	-	-	-	-	75,000	0.0%
7	City Emergency Hazard Repair Program							
	FY 2015/2016	150,000	35,025	-	-	35,025	114,975	23.4%
	FY 2016/2017	77,316	-	-	-	-	77,316	0.0%

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
8	Downtown-Investor Rehabiliation							
	FY 2015/2016	305,212	-	-	-	-	305,212	0.0%
	FY 2016/2017	300,000	-	-	-	-	300,000	0.0%
9	John George Home	35,000	25,895	-	-	25,895	9,105	74.0%
10	City Rehab Administration (Denied Loans)							
	FY 2014/2015	8,000	4,375	14	14	4,389	3,611	54.9%
	FY 2015/2016	3,000	-	-	-	-	3,000	0.0%
	FY 2016/2017	3,000	-	-	-	-	3,000	0.0%
	Street Projects							
11	Edward & Winthrop							
	FY 2015/2016	97,890	4,287	93,603	93,603	97,890	-	100.0%
	FY 2016/2017	198,110	-	-	-	-	198,110	0.0%
12	Mechanic: Morrell to Washington							
	FY 2016/2017	111,900	-	-	-	-	111,900	0.0%
13	Special Assessments (FY 2015/2016)	25,000	6,338	-	-	6,338	18,663	25.4%
	Other Projects							
14	Park Improvements							
	FY 2014/2015	524,985	514,967	-	-	514,967	10,018	98.1%
	FY 2015/2016	80,000	-	-	-	-	80,000	0.0%
	FY 2016/2017	20,000	-	-	-	-	20,000	0.0%
	Public Improvements							
15	Demolition - Neighborhood Economic Stabilization							
	FY 2013/2014	155,000	154,144	(11,390)	(11,390)	142,754	12,246	92.1%
	FY 2014/2015	185,000	185,000	(1,667)	(1,667)	183,333	1,667	99.1%
	FY 2015/2016	320,000	43,253	(5,055)	(5,055)	38,198	281,802	11.9%
	FY 2016/2017	136,125	-	-	-	-	136,125	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the One Month Ended July 31, 2016

	July	Budgeted	Total Prior Year Funds Expended	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
1 Rehabilitation Assistance Program								
FY 2015/2016		187,129	145,486	-	-	145,486	41,643	77.7%
FY 2016/2017		188,340	-	-	-	-	188,340	0.0%
2 HOME Administration								
FY 2016/2017		25,000	-	-	-	-	25,000	0.0%
3 CAA - CHDO Operting Expenses								
FY 2012/2013		4,973	4,973	-	-	4,973	-	100.0%
FY 2013/2014		12,500	-	-	-	-	12,500	0.0%
FY 2015/2016		7,527	-	-	-	-	7,527	0.0%
4 CAA - CHDO Acq/Rehab/Resale								
FY 2013/2014		40,000	40,000	-	-	40,000	-	100.0%
FY 2014/2015		42,000	42,000	-	-	42,000	-	100.0%
FY 2015/2016		52,000	52,000	-	-	52,000	-	100.0%
FY 2016/2017	37,650	37,650	-	37,650	37,650	37,650	-	100.0%

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – September 20, 2016

SUBJECT: ***Resolution in Support of House Bill 5282***
Governmental Immunity for Sewage Disposal System Event

Recommendation: APPROVE the attached *Resolution* of the City of Jackson.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – September 20, 2016

RECOMMENDATION: APPROVE the attached *Resolution* in support of House Bill 5282 and authorize the City Attorney to Submit the Resolution to Legislators.

SUMMARY

The attached *Resolution* will voice the City of Jackson City Council's support of House bill 5282 which creates governmental immunity for basement flooding when a severe rain event was 50% or more the cause of the flooding.

HISTORY, BACKGROUND and DISCUSSION

House Bill 5282 was introduced by Representative Michael Webber and was passed out of the Committee on Local Government. House Bill 5282 will amend the Government Immunity Act (Public Act 170 of 1964) by creating governmental immunity for local governments when flooding such as a basement flood and the flooding is more than 50% caused by rainfall from a severe rain event. A severe rain event would be rain of 1.7 inches or more in any one hour period, or 3.3 inches in any continuous 24 hour period.

House Bill 5282 will continue to impose liability on local governments when the local government is more than 50% of the cause of the basement flooding. This legislation will save taxpayer dollars because local governments such as the City of Jackson will not have to pay as much in attorney's fees and other costs to defend against flooding claims that are due to severe rain events.

POSITIONS

APPROVE the attached *Resolution* in support of House Bill 5282 and authorize the City Attorney to submit the Resolution to the Legislators.

ATTACHMENTS: Resolution
House Bill 5282
Legislative Analysis of House Bill 5282

A RESOLUTION OF THE CITY OF JACKSON CITY COUNCIL
SUPPORTING HOUSE BILL 5282

BY THE CITY COUNCIL:

WHEREAS, currently local governments are being sued for property damages from basement flooding even when it is clear that the sheer volume of rainfall exceeds the performance capacity of sewer systems; and

WHEREAS, local governments are needlessly spending taxpayer dollars responding to these claims and defending lawsuits following large rain events; and

WHEREAS, House Bill 5282 would amend the Government Immunity Act (Public Act 170 of 1964) to clarify that there is no basis for suing local governments under circumstances where there are large rainfall events of 1.7 inches or more in any one hour period or 3.3 inches in any continuous 24-hour period which is beyond the control of the local government and the rainfall event was 50% or more of the cause of the flooding; and

WHEREAS, HB 5282 will continue to impose liability on local governments when they are 50% or more of the cause of the flooding or damage from a sewage disposal system event;

NOW, THEREFORE, BE IT RESOLVED, that the City of Jackson City Council supports House Bill 5282 and respectfully requests that all State legislators support this legislation.

* * * * *

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 of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the _____ day of _____, 2016.

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

_____
Andrew J. Wrozek, Jr., City Clerk

HOUSE BILL No. 5282

February 2, 2016, Introduced by Reps. Webber, Lauwers and Hughes and referred to the Committee on Local Government.

A bill to amend 1964 PA 170, entitled

"An act to make uniform the liability of municipal corporations, political subdivisions, and the state, its agencies and departments, officers, employees, and volunteers thereof, and members of certain boards, councils, and task forces when engaged in the exercise or discharge of a governmental function, for injuries to property and persons; to define and limit this liability; to define and limit the liability of the state when engaged in a proprietary function; to authorize the purchase of liability insurance to protect against loss arising out of this liability; to provide for defending certain claims made against public officers, employees, and volunteers and for paying damages sought or awarded against them; to provide for the legal defense of public officers, employees, and volunteers; to provide for reimbursement of public officers and employees for certain legal expenses; and to repeal acts and parts of acts,"

by amending sections 16, 17, and 19 (MCL 691.1416, 691.1417, and 691.1419), as added by 2001 PA 222.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 16. As used in this section and sections 17 to 19:

2 (a) "Affected property" means real property affected by a

3 sewage disposal system event.

HOUSE BILL No. 5282

(b) "Appropriate governmental agency" means a governmental agency that, at the time of a sewage disposal system event, owned or operated, or directly or indirectly discharged into, the portion of the sewage disposal system that allegedly caused damage or physical injury.

(c) "Claimant" means a ~~property owner that~~ **PERSON WHO OWNS OR OCCUPIES AFFECTED REAL PROPERTY AND WHO** believes that a sewage disposal system event caused damage to the ~~owner's~~ **PERSON'S** property, a physically injured individual who believes that a sewage disposal system event caused the physical injury, or a person making a claim on behalf of a property owner or physically injured individual. Claimant includes a person that is subrogated to a claim of a property owner or physically injured individual described in this subdivision.

~~(d) "Contacting agency" means any of the following within a governmental agency:~~

~~(*i*) The clerk of the governmental agency.~~

~~(*ii*) If the governmental agency has no clerk, an individual who may lawfully be served with civil process directed against the governmental agency.~~

~~(*iii*) Any other individual, agency, authority, department, district, or office authorized by the governmental agency to receive notice under section 19, including, but not limited to, an agency, authority, department, district, or office responsible for the operation of the sewage disposal system, such as a sewer department, water department, or department of public works.~~

(D) ~~(e)~~ "Defect" means a construction, design, maintenance,

1 operation, or repair defect **THAT OCCURS AFTER JANUARY 2, 2002.**

2 **(E) "GOVERNMENTAL AGENCY CONTACT" MEANS ANY OF THE FOLLOWING**
3 **WITHIN A GOVERNMENTAL AGENCY:**

4 **(*i*) THE CLERK OF THE GOVERNMENTAL AGENCY.**

5 **(*ii*) IF THE GOVERNMENTAL AGENCY HAS NO CLERK, AN INDIVIDUAL**
6 **WHO MAY LAWFULLY BE SERVED WITH CIVIL PROCESS DIRECTED AGAINST THE**
7 **GOVERNMENTAL AGENCY.**

8 **(*iii*) ANY OTHER INDIVIDUAL, AGENCY, AUTHORITY, DEPARTMENT,**
9 **DISTRICT, OR OFFICE AUTHORIZED BY THE GOVERNMENTAL AGENCY TO**
10 **RECEIVE NOTICE UNDER SECTION 19, INCLUDING, BUT NOT LIMITED TO, AN**
11 **AGENCY, AUTHORITY, DEPARTMENT, DISTRICT, OR OFFICE RESPONSIBLE FOR**
12 **THE OPERATION OF THE SEWAGE DISPOSAL SYSTEM, SUCH AS A SEWER**
13 **DEPARTMENT, WATER DEPARTMENT, OR DEPARTMENT OF PUBLIC WORKS.**

14 (f) "Noneconomic damages" includes, but is not limited to,
15 pain, suffering, inconvenience, physical impairment, disfigurement,
16 mental anguish, emotional distress, loss of society and
17 companionship, loss of consortium, injury to reputation,
18 humiliation, and other nonpecuniary damages.

19 (g) "Person" means an individual, partnership, association,
20 corporation, other legal entity, or a political subdivision.

21 (h) "Serious impairment of body function" means that term as
22 defined in section 3135 of the insurance code of 1956, 1956 PA 218,
23 MCL 500.3135.

24 (i) "Service lead" means an instrumentality that connects an
25 affected property, including a structure, fixture, or improvement
26 on the property, to the sewage disposal system and that is neither
27 owned nor maintained by a governmental agency.

(j) "Sewage disposal system" means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of sewage and industrial wastes, and includes a storm water drain system under the jurisdiction and control of a governmental agency.

(k) "Sewage disposal system event" or "event" means the overflow or backup of a sewage disposal system onto real property **OWNED OR OCCUPIED BY A CLAIMANT AND OCCURRING WHEN RAINFALL, AS MEASURED BY A GENERALLY RECOGNIZED AND ACCEPTED METHOD, AT OR NEAR THE AFFECTED AREA OR WITHIN THE SEWAGE DISPOSAL SYSTEM SERVICE AREA WAS LESS THAN 1.7 INCHES IN ANY 1-HOUR PERIOD OR LESS THAN 3.3 INCHES IN ANY CONTINUOUS 24-HOUR PERIOD.** An overflow or backup is not a sewage disposal system event if any of the following was a substantial proximate cause of the overflow or backup:

(*i*) An obstruction in a service lead that was not caused by a governmental agency.

(*ii*) A connection to the sewage disposal system on the affected property, including, but not limited to, a sump system, building drain, surface drain, gutter, or downspout.

(*iii*) An act of war, whether the war is declared or undeclared, or an act of terrorism.

(*l*) "Substantial proximate cause" means a proximate cause that was 50% or more of the cause of the event and the property damage or physical injury.

Sec. 17. (1) To afford property owners, individuals, and

governmental agencies greater efficiency, certainty, and consistency in the provision of relief for damages or physical injuries caused by a sewage disposal system event, a claimant and a governmental agency subject to a claim shall comply with this section and the procedures in sections 18 and 19.

(2) A governmental agency is immune from tort liability for the overflow or backup of a sewage disposal system unless the overflow or backup is a sewage disposal system event, ~~and~~ the governmental agency is an appropriate governmental agency, **AND THE CLAIMANT MEETS THE REQUIREMENTS OF SUBSECTIONS (3) AND (4)**. Sections 16 to 19 abrogate common law exceptions, if any, to immunity for the overflow or backup of a sewage disposal system and provide the sole remedy for obtaining any form of relief for damages or physical injuries caused by a sewage disposal system event regardless of the legal theory.

(3) ~~If a claimant, including a claimant seeking~~ **TO OBTAIN COMPENSATION, INCLUDING** noneconomic damages, ~~believes that an event caused property damage or physical injury, the claimant may seek compensation~~ for ~~the~~ property damage or physical injury from a governmental agency, ~~if the claimant shows~~ **A CLAIMANT MUST SHOW** that all of the following ~~existed~~ **APPLIED** at the time of the event:

(a) The governmental agency was an appropriate governmental agency.

(b) The sewage disposal system had a defect, **SUBJECT TO SUBSECTION (5)**.

(c) The governmental agency knew, or in the exercise of reasonable diligence should have known, about the defect.

(d) The governmental agency, having the legal authority to do so, failed to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the defect.

(e) The defect was a substantial proximate cause of the event and the property damage or physical injury.

(4) In addition to the requirements of subsection (3), to obtain compensation for property damage or physical injury from a governmental agency, a claimant must show both of the following:

(a) If any of the damaged property is personal property, reasonable proof of ownership and the value of the damaged personal property. Reasonable proof may include testimony or records documenting the ownership, purchase price, or value of the property, or photographic or similar evidence showing the value of the property.

(b) The claimant complied with section 19.

(5) A PART OF A SEWAGE DISPOSAL SYSTEM DOES NOT HAVE A DESIGN DEFECT OR CONSTRUCTION DEFECT IF IT WAS DESIGNED AND CONSTRUCTED ACCORDING TO APPLICABLE STATE STANDARDS OR REQUIREMENTS AS SET FORTH IN A STATE STATUTE, RULE, OR PERMIT, OR IN ANY COURT ORDER, ADMINISTRATIVE ORDER, OR CONSENT ORDER IN EFFECT WHEN THE PART OF THE SEWAGE DISPOSAL SYSTEM WAS CONSTRUCTED OR IMPROVED. THE DETERMINATION OF WHAT STANDARDS AND REQUIREMENTS MEET THE CONDITIONS OF THIS SUBSECTION SHALL BE MADE BY A COURT AS A MATTER OF LAW.

Sec. 19. (1) Except as provided in subsections (3) and (7), a claimant is not entitled to compensation under section 17 unless the claimant notifies ~~the~~ **IN WRITING EACH** governmental agency ~~of~~

AGAINST WHICH THE CLAIMANT INTENDS TO FILE a claim of damage or physical injury, ~~in writing,~~ within 45 days after the date the damage or physical injury was discovered, or in the exercise of reasonable diligence should have been discovered. The written notice under this subsection shall contain the content required by subsection (2)(c) and shall be sent to the ~~individual within the~~ governmental agency **CONTACT** designated ~~in~~ **UNDER** subsection (2)(b). To facilitate compliance with this section, a governmental agency owning or operating a sewage disposal system shall make available public information about the provision of notice under this section.

(2) If a person who owns or occupies affected **REAL** property notifies a ~~contacting agency orally or~~ **GOVERNMENTAL AGENCY CONTACT** in writing of an event before providing a notice of a claim that complies with subsection (1), the ~~contacting~~ **GOVERNMENTAL** agency **CONTACT** shall provide the person with all of the following information in writing:

(a) A sufficiently detailed explanation of the notice requirements of subsection (1) to allow a claimant to comply with the requirements.

(b) The name and address of the ~~individual within the~~ governmental agency **CONTACT** to whom a claimant must send written notice under subsection (1).

(c) The required content of the written notice under subsection (1), which is limited to the claimant's name, address, and telephone number, the address of the affected property, the date of discovery of any property damages or physical injuries, and

a brief description of the claim.

(3) A claimant's failure to comply with the notice requirements of subsection (1) does not bar the claimant from bringing a civil action under section 17 against a governmental agency notified under subsection (2) if the claimant can show both of the following:

(a) The claimant notified the ~~contacting~~ **GOVERNMENTAL** agency **CONTACT** under subsection (2) during the period for giving notice under subsection (1).

(b) The claimant's failure to comply with the notice requirements of subsection (1) resulted from the ~~contacting agency's~~ **GOVERNMENTAL AGENCY CONTACT'S** failure to comply with subsection (2).

(4) If a governmental agency that is notified of a claim under subsection (1) believes that a different or additional governmental agency may be responsible for the claimed property damages or physical injuries, the governmental agency shall notify the ~~contacting~~ **GOVERNMENTAL** agency **CONTACT** of each additional or different governmental agency of that fact, in writing, within 15 business days after the date the governmental agency receives the claimant's notice under subsection (1). This subsection is intended to allow a different or additional governmental agency to inspect a claimant's property or investigate a claimant's physical injury before litigation. Failure by a governmental agency to provide notice under this subsection to a different or additional governmental agency does not bar a civil action by the governmental agency against the different or additional governmental agency.

1 **NOTICE GIVEN BY ONE GOVERNMENTAL AGENCY TO ANOTHER GOVERNMENTAL**
2 **AGENCY DOES NOT SATISFY OR WAIVE A CLAIMANT'S OBLIGATION TO GIVE**
3 **NOTICE THAT COMPLIES WITH SUBSECTION (1) TO THE OTHER GOVERNMENTAL**
4 **AGENCY.**
5 (5) If a governmental agency receives a notice from a claimant
6 or a different or additional governmental agency that complies with
7 this section, the governmental agency receiving notice may inspect
8 the damaged property or investigate the physical injury. A claimant
9 or the owner or occupant of affected property shall not
10 unreasonably refuse to allow a governmental agency subject to a
11 claim to inspect damaged property or investigate a physical injury.
12 This subsection does not prohibit a governmental agency from
13 subsequently inspecting damaged property or investigating a
14 physical injury during a civil action brought under section 17.
15 (6) If a governmental agency notified of a claim under
16 subsection (1) and a claimant do not reach an agreement on the
17 amount of compensation for the property damage or physical injury
18 within 45 days after the receipt of notice under this section, the
19 claimant may institute a civil action. A civil action shall not be
20 commenced under section 17 until after that 45 days.
21 (7) ~~This~~ **EXCEPT FOR SUBSECTION (4), THIS** section does not
22 apply to claims for noneconomic damages made under section 17.
23 Enacting section 1. This amendatory act takes effect 90 days
24 after the date it is enacted into law.

Legislative Analysis

Phone: (517) 373-8080
http://www.house.mi.gov/hfa

Analysis available at
http://www.legislature.mi.gov

GOVERNMENTAL AGENCY TORT LIABILITY

House Bill 5282 (H-2) as reported from committee
Sponsor: Rep. Michael Webber
Committee: Local Government
Complete to 6-8-16

BRIEF SUMMARY: House Bill 5282 would amend the Governmental Immunity Act (Public Act 170 of 1964), which addresses governmental liability for negligence. It would amend the definition for a *sewage disposal system event*, clarify design and construction defects, and explain notice requirements.

FISCAL IMPACT: House Bill 5282 would reduce costs for local units of government and government agencies on a case by case basis by expanding governmental immunity as described above.

THE APPARENT PROBLEM:

Recent flooding events have left municipalities open to lawsuits arising out of damages from the floods. Affected residents allege that flooding and property damage was caused by sewer system inadequacies, failure to update systems, and failure to plan for large amounts of rainfall. House Bill 5282 would specify the point at which rainfall is extensive enough that a municipality could not be held responsible for a sewer system failure, and would define a "construction defect" with respect to governmental liability.

THE CONTENT OF THE BILL:

House Bill 5282 would amend the Governmental Immunity Act (Public Act 170 of 1964), which addresses governmental liability for negligence. It would amend the definition for a *sewage disposal system event*, clarify design and construction defects, and explain notice requirements.

Sewage Disposal System Event

Currently, *a sewage disposal system event* occurs when a sewage disposal system overflows or backs up onto real property, unless one of the following instances was a substantial proximate cause of the overflow or backup: (1) an obstruction in a service lead that was not caused by a governmental agency; (2) a connection to the sewage disposal system on the affected property, including, but not limited to, a sump system, building drain, surface drain, gutter, or downspout; or (3) an act of war, whether the war is declared or undeclared, or an act of terrorism.

The bill would retain those provisions, and also provide that a sewage disposal system event does not exist if the rainfall at or near the affected area or within the sewage disposal system service area is 1.7 inches or more in any one-hour period or 3.3 inches in any continuous 24-hour period.

Governmental Liability

According to Section 17 of the act, a governmental agency is immune from tort liability for the overflow or backup of a sewage disposal system unless the overflow or backup is a sewage disposal system event, as described above and the governmental agency was an appropriate governmental agency.

House Bill 5282 would retain those requirements and add that in order to obtain compensation, a claimant must also show: (1) the governmental agency was an appropriate governmental agency, (2) the sewage disposal system had a defect (see below), (3) the governmental agency knew or should have known about the defect and did not take reasonable steps to correct it, (4) the defect was a substantial proximate cause of the event and damage, and (5) proof that the claimant owned the property that was damaged.

A part of a sewage system does not have a design or construction defect if it was designed and constructed according to applicable state standards or requirements in place when the part was constructed or improved.

Notice Requirements

Finally, the bill amends the notice requirements for a person seeking to file a claim against a governmental agency. Under the bill, the notice would have to be in writing and sent to a governmental agency contact (currently, the notice must go to a "contacting agency"; the bill retains the same description, but changes the title).

This bill would take effect 90 days after enactment.

MCL 691.1416, 691.1417, and 691.1419

BACKGROUND INFORMATION:

This bill would build on Public Act 222 of 2001, which created an exception to the protections afforded to a governmental agency against liability arising from damages caused by a sewage disposal system event. PA 222 was initiated because of extreme flooding in Dearborn Heights in September of 2000. According to committee testimony, following that event, the main two insurers in the area capped liability at $500,000, which meant that the city was responsible for paying claims over and above that amount. Those costs were devastating, and led to efforts to limit a municipality's liability for flooding events, as some floods may prove too extreme for even the most effective sewer system.

House Bill 5282 would update PA 222 in response to an extensive flooding event in southeast Michigan in August of 2014. According to committee testimony, over the course of 24 hours, up to seven inches of rain fell, overloading the sewer systems and causing flooding in many homes. Reportedly, Oakland County suffered more than $330 million in flooding damage, and the city of Warren suffered property losses estimated at $1.2 billion.

The bill sponsor worked with the Department of Environmental Quality to compile data on rainfall over the last 60-70 years, and to ensure that a municipality is only protected from liability for sewage system failures caused by much higher than usual rainfall.

ARGUMENTS:

For:

Proponents argued that this bill is necessary to protect municipalities from paying large amounts in damages every time a sewer system is unable to handle a large rainfall. According to testimony, the 2014 flooding was caused by a "300 year rain event" which no sewer system could accommodate. As of May 2016, at least four class action lawsuits have arisen out of the flooding—against the cities of Madison Heights, Oak Park, Royal Oak, and Clawson, as well as Oakland County. Oakland County alone is defending 18,000 individual claims. While this bill would not affect those pending cases, it would limit municipal liability for future floods.

Against:

Opponents argued that if rainfall is overloading sewer systems and resulting in flooding approximately every five years (as seems to be the case), either the sewer systems should be upgraded to accommodate the needs, or the affected residents should be able to seek damages from the municipalities in control of those sewer systems.

POSITIONS:

Representatives of the following organizations testified in support of the bill
Michigan Association of Counties (5-18-16)
Oakland County (5-18-16)

The following organizations support the bill
Detroit Water and Sewerage Department (5-18-16)
Conference of Western Wayne (5-18-16)
Wayne County (5-18-16)
Michigan Municipal League (5-18-16)
Michigan Townships Association (5-18-16)
Michigan Association of County Drain Commissioners (5-18-16)
Great Lakes Water Authority (5-18-16)
City of Dearborn (5-18-16)
Michigan Coalition to Protect Public Rights-of-Way (PROTEC) (5-18-16)
Oakland County Water Resources Commissioner (5-25-16)

Representatives of the following organizations testified in opposition to the bill
Liddle & Dubin, P.C. (5-18-16)
Michigan Association for Justice (5-18-16)

Legislative Analyst: Jennifer McInerney
Fiscal Analyst: Ben Gielczyk

■ This analysis was prepared by nonpartisan House Fiscal Agency staff for use by House members in their deliberations, and does not constitute an official statement of legislative intent.

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager PHB

DATE: September 20, 2016

SUBJECT: **Public Hearing for CDBG/HOME Program Performance and Request for Authorization to Submit the Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD).**

Recommendation:

Conduct Public Hearing to receive citizen comment regarding the CAPER and authorize submittal to HUD.

Attached is a memo from Jennifer Morris, Director of Neighborhood and Economic Operations, regarding the Public Hearing to receive citizen comment on the CAPER and authorizing submittal to HUD.

I recommend conducting the Public Hearing to receive citizen comment regarding the CAPER and authorizing to submittal to HUD. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

FROM: Jennifer Morris, Director of Neighborhood & Economic Operations

DATE: September 20, 2016

RECOMMENDATION: Conduct Public Hearing to receive citizen comment regarding the Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submittal to the Department of Housing and Urban Development (HUD).

SUMMARY

Conduct a Public Hearing to receive citizen comment regarding the CDBG/HOME Program Performance and Request Authorization to submit the Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD).

HISTORY, BACKGROUND and DISCUSSION

City Council established September 20, 2016 to conduct a Public Hearing to obtain citizen comment on the City's performance during the 2015-2016 CDBG/HOME program year. The attached CAPER, a draft which was submitted to Council on September 6, 2016, summarizes program performance from the past fiscal year.

DISCUSSION OF THE ISSUE

Federal regulations at 24 CFR 91.105 (d) require a public comment period for the CAPER of no less than 15 days. The CAPER was made available for review the morning of September 7, 2016 at two locations within City Hall, the three public housing complexes, the Carnegie Branch of the Jackson District Library, Community Action Agency, and on the City's website. The public notice printed in the *Jackson Citizen Patriot* and *The Jackson Blazer* set the comment period to begin September 7, 2016 through the end of business on September 22, 2016. Any comments received through the public hearing or in writing through September 22, 2016 will be included as an attachment to the CAPER. Staff is still completing the reports required to be attached to the CAPER and they are not available at this time as well.

Once the Public Hearing is closed, requested action is for City Council to authorize submittal of the CAPER to HUD as written or with modifications as Council may direct. As an entitlement community, the City is required by 24 CFR 91.520 to submit the CAPER to HUD within 90 days after the close of the program year. All publication and comment periods will have been met by September 22, 2016, allowing sufficient time for remittance to HUD.

POSITIONS

I recommend approval of conducting the Public Hearing to receive citizen comment regarding the CAPER and authorization to submit to HUD.

ATTACHMENTS

JACKSON

Founded 1829

2015-2016

Consolidated Annual Performance & Evaluation Report

Community Development Block Grant

HOME Investment Partnerships Program

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Annual Performance Report – HOME Program (HUD-40107)
HOME Match Report (HUD-40107-A)
Summary of Consolidated Plan Projects for Report Year (PR23)

Attachments

Citizen Comments
IDIS Reports:
Financial Summary Report (PR26)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

Due to the continued decrease in formula allocations in both CDBG and HOME, the City's ability to influence its neighborhoods and residents continues to diminish. As such, the Jackson City Council must select projects that will achieve the greatest possible return for the community and its residents. It is necessary that the City concentrate its efforts to stabilize and improve the overall economy. Accomplishments are determined through the results of various projects and activities described in the 2015-2019 Consolidated Plan and implemented through Fiscal Year 2015-2016. Areas of concentration include housing, neighborhoods, and infrastructure needs for predominantly residential, low- to moderate-income areas.

In response to a Michigan State Housing Development Authority (MSHDA)-facilitated Target Market Analysis, City Council made funds available to owners of downtown buildings to rehabilitate existing upper housing units or convert vacant space into livable areas. Utilizing CDBG funding to assist in the redevelopment of Downtown Jackson allows for housing opportunities for low-to moderate-income residents in the urban core.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

[Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.]

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Acquisition/Rehabilitation/Resale	Affordable Housing	HOME: $	Direct Financial Assistance to Homebuyers	Households Assisted	3	0	0.00%	1	0	0.00%
Code Enforcement	Non-Housing Community Development	CDBG: $	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	1500	677	45.13%	300	644	214.67%
Downtown Rental Rehabilitation	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit	2	0	0.00%	2	0	0.00%
Multi-Family Rehabilitation	Accessible Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	0		0	0	
Multi-Family Rehabilitation	Accessible Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	
Multi-Family Rehabilitation	Accessible Housing	CDBG: $	Other	Other	0	0				
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	1825	36.50%	3600	1825	50.69%
Public Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2000	400	20.00%	400	400	100.00%

Residential Demolition	Non-Housing Community Development	CDBG: $	Buildings Demolished	Buildings	100	5	5.00%	20	5	25.00%
Residential Rehabilitation	Affordable Housing	CDBG: $ / HOME: $	Homeowner Housing Rehabilitated	Household Housing Unit	50	14	28.00%	20	14	70.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Fiscal year 2015-2016 CDBG and HOME allocations were determined based upon the level of priority instituted in the 2015-2019 Consolidated Plan for the City of Jackson. City Council allocated to the following high priority level projects:

- Administration/Planning for proper administration of grant funds
- Code Enforcement Inspection, which includes housing code inspections, and blight enforcement within CDBG eligible areas to arrest the decline of neighborhood deterioration.
- Rehabilitation Administration funds staff to process rehabilitation applications and oversee the rehabilitation program
- Residential Rehabilitation targets the City's aged housing stock through loans to owner-occupants, improving and extending affordable living conditions and increasing affordability with energy efficient upgrades
- Downtown Investor Rehabilitation (Rental Rehabilitation) designates funding for the rehabilitation of existing upper floor apartments or converting vacant space into livable units in the downtown for low-to moderate income tenants
- Residential Demolition removes blighted residential structures within CDBG-eligible areas of the City to improve neighborhood attractiveness, safety, and residual property values
- Public Facilities and Infrastructure Improvements within CDBG-eligible areas in the City to make Jackson attractive to businesses and residents as a place to live, work, and play
- Public Services is a low priority and is financially supported only as sufficient funds allow and other stated high priority activities are funded

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	8	1
Black or African American	2	3
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	**10**	**4**
Hispanic	0	0
Not Hispanic	10	4

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Neighborhood & Economic Operations rehabilitation staff remains committed to supplying emergency hazard and rehabilitation loans to homeowners choosing to remain in their current housing. Fiscal year 2015-2016 saw a turnover in rehabilitation inspection staff that resulted in a learning and growth period. In Fiscal Year 2015-2016, ten (10) emergency hazard cases were completed totaling $98,493 and four (4) homeowner rehabilitation projects completed totaling $269,225.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		4,550,000	148,795
HOME		862,000	100,413

Table 3 - Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
n/a	0	0	n/a

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Jackson did not identify a local target area for distribution and location of investments. CDBG funding was utilized for code enforcement, infrastructure, and demolition in CDBG eligible areas; rehabilitation loans were made available Citywide to income eligible homeowners.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

In December 2014, the Michigan State Housing Development Authority reserved $5.5 million in Hardest Hit Fund Blight Elimination Program loans for the City of Jackson. These funds, a portion of the Troubled Asset Relief Program (TARP) through the U.S. Department of Treasury, provide reimbursement of eligible acquisition and demolition costs, capped at $25,000 per property. Jackson's CDBG-funded Residential Demolition activity provides gap financing when hazardous materials abatement and demolition costs exceed the $25,000 cap.

The City of Jackson does not use HOME funds for rental housing, therefore, no on-site inspections of rental units were conducted of HOME funded rental housing, and no affirmative marketing was required. No HOME match is required to be paid by the City of Jackson for FY2015 as HUD continues to determine the City is in severe fiscal distress.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period $	Amount received during reporting period $	Total amount expended during reporting period $	Amount expended for TBRA $	Balance on hand at end of reporting period $
0	20,814	4,018	0	16,796

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	196,799	0	0	196,799	0	0
Number	2	0	0	2	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	196,799	0	196,799
Number	2	0	2
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	3	2,247

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	28	14
Number of Special-Needs households to be provided affordable housing units (John George Home Plumbing project)	36	36
Total	**64**	**50**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	0
Number of households supported through Rehab of Existing Units	20	14
Number of households supported through Acquisition of Existing Units	0	0
Total	**21**	**14**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During fiscal year 2015-2016, the City continued to provide a rehabilitation program for owner-occupied, low-income households unable to access home improvement loans through traditional lenders for repairs. Emergency hazard loans of up to $15,000 were made available to qualifying households to repair an immediate, urgent need, such as an inoperable furnace in the winter, a leaking roof during the rainy season, etc. These programs offer loans, rather than grants, ensuring future funding from program income will be available to assist another low-income family.

Due to a turnover in rehabilitation inspection staff, a learning and growth period slowed down rehabilitation projects. Emergency hazard assistance remains in high demand; the City addressed and

remedied the hazardous conditions at ten (10) qualified applicants' residential dwellings. The City's Housing Rehabilitation Program completed four (4) rehabilitation projects during FY 2015-2016. One (1) additional rehabilitation project and two (2) emergency hazard cases were initiated but will not be completed until early in Program Year 2016-2017. Rehabilitation staff regularly meet and evaluate progress toward goals set for rehabilitation services.

Discuss how these outcomes will impact future annual action plans.

City Council will continue to fund rehabilitation and emergency hazard assistance, as residential rehabilitation was identified as a high priority on the 2015-2019 Consolidated Plan. Due to the aging housing stock and amount of low-income homeowners in the City needing assistance for repairs at their home, the demand has only increased as the years pass.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	3	1
Low-income	7	1
Moderate-income	0	2
Total	**10**	**4**

Table 13 – Number of Persons Served

Narrative

HUD annually releases area median income limits based on information specific to the community. Staff members receive applications throughout the funding year for emergency hazard and homeowner rehabilitation assistance; preliminary eligibility was determined from the 2015 Area Median Income Limits for Jackson County as determined by HUD.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Jackson County has several community service and faith-based organizations performing outreach to the sheltered and unsheltered homeless population as part of their programming. The Jackson County Continuum of Care (CoC) follows a Housing First approach utilizing the Coordinated Entry process for prioritizing those with the highest acuity levels and then housing them within the programs that will

serve them the best.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Jackson County CoC is re-evaluating the housing needs of the homeless population; ensuring demand is prioritized and funded. The CoC evaluates the limited shelter beds and programs, providing continuum of services for all in need as resources allow. This spectrum also includes diversion for individuals and families who may have other resources, such as friends and family, not yet exhausted which would open up beds for those most in need.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Jackson County CoC determined prevention services are in greater demand than rapid rehousing in Jackson. The CoC has secured a Supportive Services Only grant for $99,417 starting in the fall of 2016. The funds will provide case management to those at greatest risk of homelessness, linking them to community resources to aid in resolving the immediate crisis before becoming homeless, and guiding them toward self-sufficiency.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Jackson County CoC has addressed this by ensuring that there is prioritization to the most at need populations, training front line staff to properly screen individuals and linking them with available programs, housing them where they are at, and not look at "screening them out of service." "Screening out" of service refers to creating barriers before allowing clients into housing, such as telling someone that "you have to be employed before we will house you," or "you have to be on your medication for at least two months in a row before you can move-in to your own place" It is crucial to handle housing first, dealing with all other issues once the client has been stably housed. The CoC evaluates Homeless Management Information Services (HMIS) data to meet demands of the homeless population within the financial resources available in the community. Coordination with additional agencies eases the referral process not only for agencies providing services, but also the clients. The CoC strives to ensure all homeless individuals and families are

linked with the right level of service to meet their needs and prevent the under-utilization of services available to the homeless population in Jackson.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Jackson Housing Commission receives Capital Funds to address the increasing needs of its three asset management properties. Capital needs are mostly related to plumbing, roofing, and accessibility of its aging housing stock. JHC has a five-year plan to address this aging infrastructure as well as seeks new and creative revenue streams to modernize and update its developments.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The new executive level administration at the Jackson Housing Commission has dedicated time toward the functionality of tenant associations at all three of its complexes. These associations, with autonomous tenant-elected Boards, give a meaningful voice to the JHC tenant population. Further, JHC administration has developed partnerships with community agencies providing financial education for all participants in public housing and Section 8 programs. These educational opportunities will guide participants toward economic self-sufficiency and include components and assistance with home ownership programs.

Actions taken to provide assistance to troubled PHAs

The Jackson Housing Commission is not a troubled public housing agency. Although placed on a zero-spending threshold by HUD in 2013, the JHC is a standard performer according to the 2015 PHAS score and is rated a high performer under the recently released SEMAP.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Transportation, jobs providing a living wage and affordable, safe housing remain among the greatest needs in Jackson. Unfortunately, the lack of sufficient resources to meet these needs remains the greatest obstacle to overcome. With reduced grant funding from HUD, the City must rely on social service providers and the faith-based community to address these gaps.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The decades-long decline of population in the City, coupled with the 2008 recession and housing market crash, left a glut of vacant, foreclosed, and abandoned housing in neighborhoods. In May 2011, in an effort to re-introduce aggressive, new ideas and strengthen its economy in doing so, the City of Jackson hired Patrick Burtch, Ph.D., a noted economic developer and city manager. City Council adopted Jackson's Overall Economic Stabilization (JOES) program designed by Dr. Burtch. Among the seven key components of JOES is reducing the oversupply of blighted, vacant, abandoned, and dilapidated housing. Since June 2011, the City has effectively eradicated over 900 vacant housing units blighting residential neighborhoods and devaluing occupied homes. In coordination with the Jackson Area Association of Realtors, City staff compared residential sales data with residential demolition statistics in each of the City's six Wards which indicates the more blight elimination conducted in an area, the more the average sales price increased in residual housing. This correlation is also supported by the unprecedented number of ongoing private developments in and around the City's downtown, which is also attributed to the stimulus provided by the demolition program.

Over the past six (6) years, the City staff and Planning Commission have diligently worked with an outside consultant to prepare a Master Plan designed to guide the redevelopment efforts of the City. On April 6, 2016, the Planning Commission approved the groundbreaking Master Plan, which focuses on maintaining vitality, stabilizing neighborhoods, and preserving core community assets inclusive of a variety of redevelopment schematics. The Master Plan titled, *Jackson Next, City of Jackson*, was selected as a recipient of the Daniel Burnham Award for Comprehensive Plan for the 2016 Planning Excellence awards based on the placemaking and building upon assets approach to spur the economic health of the areas and its neighborhoods.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Each home assisted through the City's residential rehabilitation program receives a lead-based paint evaluation, testing, abatement and clearance when necessary. The City uses CDBG funds to demolish deteriorated structures and follows lead-safe work practices, proper abatement of asbestos and other hazardous materials, and clearance procedures as regulated by the National Emission Standards for Hazardous Air Pollutants (NESHAP), which is closely monitored by the Chief Building Official and staff.

The Michigan Department of Community Health (MDCH) has identified Jackson County as a high level need community for their Lead Safe Home Program. Due to 95% of owner-occupied residential units and 87% of renter-occupied residential units in the City of Jackson being built before 1980, the MDCH's Lead Safe Home Program offers assistance to low- and moderate-income homeowners and rental property owners to make their homes and housing units lead-safe for children.

The Jackson County Health Department (JCHD) received an awarded a $7,500 grant focused on municipal lead poisoning prevention activities as well as $20,000 for childhood lead poisoning prevention. The grant requirements include, but are not limited to:

- Activities for education to promote action by parents and greater awareness of resources;
- Rental property owner presentations;
- Creating and updating a dashboard report for the community's status related to code enforcement/lead inspections;
- Lead poisoning prevention activities designed to increase lead-safe cleaning habits, such as education opportunities; and,
- Promoting and soliciting grant applications for the MDCH Lead Safe Home Program.

In an effort to collaborate with the City of Jackson to raise awareness of the hazards of lead-based paint, the JCHD conducted a code enforcement childhood lead poisoning assessment scorecard with the City of Jackson housing inspection division. The completed scorecard serves as a baseline for sparking conversations and improvements that broadens opportunities for strategies to be used to combat childhood lead poisoning in the Jackson community.

The Jackson County Health Department and Michigan Department of Community Health/Healthy Homes Section is offering a free EPA Renovation, Repair & Painting certification class on September 23, 2016. This 8-hour class will provide the training necessary for contractors, painters, remodelers, window replacement companies, landlords and others interested in lead-safe remodeling to become a "certified renovator" under the EPA rule. The City's Department of Neighborhood & Economic Operations has partnered with the Health Department to advertise this opportunity by posting fliers and supplying handouts in the lobby where permits are issued.

Since June 2011, the City has demolished over 900 blighted housing units, thereby permanently removing the risk of lead poisoning from its aged housing stock. Rehabilitation projects receive a lead risk assessment with results incorporated into the specifications for remediation action. Inspections of non-owner occupied residential properties receive visual inspections for lead risk hazards. The City currently has two (2) Lead certified inspectors and one (1) Lead certified supervisor on the Code Enforcement staff. Consequently, if hazards exist, property owners are required to remediate those hazards before receiving a certificate of compliance.

On April 13, 2016, the City held a public forum lead by a panel of experts, allowing concerned property owners an opportunity to learn more about the hazards posed by lead-based paint. The expert panel consisted of:

- **Paul Diegelman**, Region 5 Representative, HUD Office of Healthy Homes and Lead Hazard Controls;
- **Carin Spiedel**, Lead Safe Housing Director, Michigan Department of Health and Human Services;
- **James Copeland Sr.**, Compliance Officer, Michigan Department of Health and Human Services;
- **Richard Thoune**, Health Officer, Jackson County Health Department;
- **Don Hayduk**, Director of Environmental Health, Jackson County Health Department;
- **Brianna Hampton**, Lead Poisoning Prevention Educator, Jackson County Health Department;
- **Dr. Sharon Rouse**, Primary Care Medical Director, Center for Family Health; and

- **Bryan Dryer**, Training and Development Director, Environmental Training Services Group.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Jackson has neither the resources nor facilities to carry out programs directly targeted at reducing the number of households at or below the poverty level. However, through the use of CDBG and HOME funds, the City offers services and programs to assist its low- and moderate-income resident to ensure decent, safe, and sanitary housing to reside in and safe, clean neighborhoods. These services include, but are not limited to, housing code inspections of non-owner occupied residential properties, emergency hazard loans, homeowner rehabilitation loans, and demolition of vacant, foreclosed, and abandoned blighted residential properties.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City leaders and staff continue to participate in developing institutional relationships through direct contact with public and private agencies, and participating in community-based boards and commissions to remain cognizant of the area's needs. Continued coordination between public, private, and faith-based entities are encouraged to increase institutional structure to provide the greatest benefit to the community and constituents.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

City staff serves as President of the Jackson Housing Commission (JHC) Board of Commissioners and participates in other meetings, such as the Continuum of Care, that focuses on housing and social service needs. The uniqueness of these participations is conducive to the City of Jackson lending assistance to create a more coordinated effort related to housing.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The most recent City of Jackson Analysis of Impediments to Fair Housing Choice identified multiple areas of concern for fair housing. The most common barriers identified were:

- lack of affordable housing for low-income residents,
- lack of grocery stores in low- and moderate-income areas,
- monopolization of housing by insufficient landlords,
- landlord foreclosures,
- lack of housing for the working poor (middle income),
- lack of local fair housing organization to investigate and offer education opportunities,
- lack of affordable and convenient transportation,
- and lack of jobs for low- and moderate-income persons who may lack the required experience.

With diminishing funding and restrictions on use of federal funding, City Council has limited opportunities to make a significant impact financially on fair housing. However, city staff and councilmembers coordinate with other non-profit private agencies to assist in education and support the concern of fair housing. The City Council has amended language with the City of Jackson's Fair Housing Ordinance, Chapter 14, Article IV, Sections 14-131 through 14-140, City of Jackson Code of Ordinances, to reflect current terminology used for gender and diversity, as well as enhancing the promotion of Fair Housing through the housing code inspection process of compliance. Programs that continue to received CDBG funding are citywide homeowner rehabilitation for low-moderate income households, CDBG eligible street reconstruction, code enforcement activity, economic development activities, and residential demolition provided for increased enhancement to distressed areas of the City.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The number of true subrecipients of City grant funds is fairly non-existent, as reduced funding from HUD has eliminated the amount of discretionary funding the City is able to offer to community service providers and still accomplish its objectives. The City no longer offers an annual competition for grant funds but, instead, solicits specific opportunities in the community which relate to preservation and improvements of buildings, such as funds provided to the John George Home.

Each potential project is scrutinized to determine its eligibility and National Objective it will satisfy. Neighborhood & Economic Operations staff conducts quarterly desk reviews of performance reports required to be filed by recipients of CDBG funds. From those desk reviews, staff is able to determine if a project is on track or when it is expected to be instituted. Individual City departments or outside agencies may receive one-on-one technical assistance meetings to help explain different aspects of the program and to aid in successfully accomplishing its goals. Each request for reimbursement is required to supply supporting documentation, which is carefully reviewed by more than one staff person before payments are made.

Staff also conducts annual on-site monitoring of subrecipients receiving grant funds, if necessary, to verify back up documentation to their quarterly reports. This on-site, expanded monitoring is determined based on newness of the activity, performance reporting issues, or other appropriate areas that may need closer review. In the past, while a majority of the City's subrecipients have received very favorable outcomes to the monitoring visits, some issues become apparent requiring an agency to make anywhere from minor corrective actions or a complete revision of a specific procedure to keep it in compliance with program regulations.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizen input is actively solicited through publication of notifications in the *Jackson Citizen Patriot*, the area's daily newspaper, and *The Jackson Blazer*, a bi-weekly newspaper with an 80% African American readership, and through the City's website. The public is informed of meetings and public hearings and given the opportunity to comment on CDBG/HOME applications received by the City, the Action Plan, how funding is being disseminated before the Request for Release of Funds, and also the CAPER. Draft copies of this CAPER were made available for public viewing and comment at the main branch of the public library, two locations in City Hall, Community Action Agency, and the three public housing complexes. The City also posted the draft CAPER on its website with a link to provide comment via e-mail.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Following tactics identified in Jackson's Overall Economic Stabilization program, adopted in 2011, neighborhoods are becoming safer and more attractive through aggressive code enforcement and blight removal. CDBG funds have been used to further these strategies through demolition of dilapidated residential properties, increased housing code inspections and blight ordinance enforcement, improved zoning enforcement, and intensified rehabilitation. The City's street reconstruction projects planning and coordination with underground utility needs, right sizing assets as necessary. With placemaking approaches at the forefront, planning considers how a project will affect a person's desire to live, work and play in Jackson.

The City recognizes the recent spur in downtown investment and the increased need to provide affordable housing within the downtown. In FY 2015-2016, the City Council allocated funding to the downtown to assist investors to rehabilitate vacant units to be rented to low-moderate income tenants. After the initial development of the program, the City began to solicit potential investors early 2016. City staff have met with several investors and are currently in the plan review process to invest in the new rental units.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?	No

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City does not utilize HOME funding for rental housing.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City does not utilize HOME funding for rental housing.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City does not utilize HOME funding for rental housing.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATE5 ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The City of Jackson invests in residential rehabilitation of income eligible homeowners by providing affordable loans. Rehabilitation of the City's aged housing stock is targeted to provide decent, safe, and sanitary living conditions, improve energy efficiencies, and extend the livability of the home. In the end of the fiscal year 2015-2016, The City of Jackson committed Community Housing Development Organization (CHDO) funding to Community Action Agency for the new construction of a period dated residential dwelling, replacing a blighted home demolished on the parcel. The new build will stimulate the transitional neighborhood as well as provide affordable housing for a low-moderate income homebuyer in a non-distressed area of the City.

Housing Opportunity for People with Aids (HOPWA) Program

The City of Jackson does not receive Housing Opportunity for People with Aids (HOPWA) Program funding.

CR-70 -- ESG 91.520(g) - Assistance Provided and Outcomes

The City of Jackson does not receive ESG funding.

HUD- Form-40107-Annual Performance Report

Annual Performance Report
HOME Program

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 8/31/2009)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements, and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

This form is intended to collect numeric data to be aggregated nationally as a complement to data collected through the Cash and Management Information (C/MI) System. Participants should enter the reporting period in the first block. The reporting period is October 1 to September 30. Instructions are included for each section if further explanation is needed.

Submit this form on or before December 31. Send one copy to the appropriate HUD Field Office and one copy to: HOME Program, Rm 7176, 451 7th Street, S.W., Washington D.C. 20410	This report is for period (mm/dd/yyyy) Starting	Ending	Date Submitted (mm/dd/yyyy)

Part I Participant Identification

1. Participant Number	2. Participant Name
	City of Jackson

3. Name of Person completing this report	4. Phone Number (Include Area Code)
Laurie L. Huff	517-768-6407

5. Address	6. City	7. State	8. Zip Code
161 W. Michigan Ave	Jackson	MI	49201

Part II Program Income

Enter the following program income amounts for the reporting period: in block 1, enter the balance on hand at the beginning; in block 2, enter the amount generated; in block 3, enter the amount expended; and in block 4, enter the amount for Tenant-Based rental Assistance.

1. Balance on hand at Beginning of Reporting Period	2. Amount received during Reporting Period	3. Total amount expended during Reporting Period	4. Amount expended for Tenant-Based Rental Assistance	5. Balance on hand at end of Reporting Period (1 + 2 - 3) = $
			0	

Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

	a. Total	Minority Business Enterprises (MBE) b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
A. Contracts 1. Number		0	0		0	
2. Dollar Amount		0	0		0	0
B. Sub-Contracts 1. Number	0	0	0	0	0	0
2. Dollar Amount	0	0	0	0	0	0

	a. Total	b. Women Business Enterprises (WBE)	c. Male
C. Contracts 1. Number			
2. Dollar Amount		0	
D. Sub-Contracts 1. Number	0	0	0
2. Dollar Amounts	0	0	0

Part IV Minority Owners of Rental Property

In the table below, indicate the number of HOME assisted rental property owners and the total dollar amount of HOME funds in these rental properties assisted during the reporting period.

	a. Total	Minority Property Owners				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
1. Number	0					
2. Dollar Amount	0					

Part V Relocation and Real Property Acquisition

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition. The data provided should reflect only displacements and acquisitions occurring during the reporting period.

	a. Number	b. Cost
1. Parcels Acquired	0	0
2. Businesses Displaced	0	0
3. Nonprofit Organizations Displaced	0	0
4. Households Temporarily Relocated, not Displaced		

Households Displaced	a. Total	Minority Business Enterprises (MBE)				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
5. Households Displaced - Number	0	0	0	0	0	0
6. Households Displaced - Cost	0	0	0	0	0	0

HUD-Form-4017-A-HOME-Match Report

HOME Match Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 12/31/2012)

Match Contributions for
Federal Fiscal Year (yyyy)

Part I Participant Identification

1. Participant No. (assigned by HUD)	2. Name of the Participating Jurisdiction	3. Name of Contact (person completing this report)
	City of Jackson	Laurie L. Huff

5. Street Address of the Participating Jurisdiction	4. Contact's Phone Number (include area code)
161 W. Michigan Ave	517-768-6407

6. City	7. State	8. Zip Code
Jackson	MI	49201

Part II Fiscal Year Summary

1. Excess match from prior Federal fiscal year	$ 0	
2. Match contributed during current Federal fiscal year (see Part III 9.)	$ 0	
3. Total match available for current Federal fiscal year (line 1 + line 2)		$ 0
4. Match liability for current Federal fiscal year		$ 0
5. Excess match carried over to next Federal fiscal year (line 3 minus line 4)		$ 0

Part III Match Contribution for the Federal Fiscal Year

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match
n/a								

form HUD-40107-A (12/94)

Name of the Participating Jurisdiction

Federal Fiscal Year (yyyy)

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials Donated labor	8. Bond Financing	9. Total Match

form HUD-40107-A (12/94)

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for the HOME Match Report

Applicability:

The HOME Match Report is part of the HOME APR and must be filled out by every participating jurisdiction that incurred a match liability. Match liability occurs when FY 1993 funds (or subsequent year funds) are drawn down from the U.S. Treasury for HOME projects. A Participating Jurisdiction (PJ) may start counting match contributions as of the beginning of Federal Fiscal Year 1993 (October 1, 1992). A jurisdiction not required to submit this report, either because it did not incur any match or because it had a full match reduction, may submit a HOME Match Report if it wishes. The match would count as excess match that is carried over to subsequent years. The match reported on this form must have been contributed during the reporting period (between October 1 and September 30).

Timing:

This form is to be submitted as part of the HOME APR on or before December 31. The original is sent to the HUD Field Office. One copy is sent to the

Office of Affordable Housing Programs, CGHF
Room 7176, HUD, 451 7th Street, S.W.
Washington, D.C. 20410.

The participating jurisdiction also keeps a copy.

Instructions for Part II:

1. **Excess match from prior Federal fiscal year:** Excess match carried over from prior Federal fiscal year.
2. **Match contributed during current Federal fiscal year:** The total amount of match contributions for all projects listed under Part III in column 9 for the Federal fiscal year.
3. **Total match available for current Federal fiscal year:** The sum of excess match carried over from the prior Federal fiscal year (Part II, line 1) and the total match contribution for the current Federal fiscal year (Part II, line 2). This sum is the total match available for the Federal fiscal year.
4. **Match liability for current Federal fiscal year:** The amount of match liability is available from HUD and is provided periodically to PJs. The match must be provided in the current year. The amount of match that must be provided is based on the amount of HOME funds drawn from the U.S. Treasury for HOME projects. The amount of match required equals 25% of the amount drawn down for HOME projects during the Federal fiscal year. Excess match may be carried over and used to meet match liability for subsequent years (see Part II line 5). Funds drawn down for administrative costs, CHDO operating expenses, and CHDO capacity building do not have to be matched. Funds drawn down for CHDO seed money and/or technical assistance loans do not have to be matched if the project does not go forward. A jurisdiction is allowed to get a partial reduction (50%) of match if it meets one of two statutory distress criteria, indicating "fiscal distress," or else a full reduction (100%) of match if it meets both criteria, indicating "severe fiscal distress." The two criteria are poverty rate (must be equal to or greater than 125% of the average national family poverty rate to qualify for a reduction) and per capita income (must be less than 75% of the national average per capita income to qualify for a reduction). In addition, a jurisdiction can get a full reduction if it is declared a disaster area under the Robert T. Stafford Disaster Relief and Emergency Act.
5. **Excess match carried over to next Federal fiscal year:** The total match available for the current Federal fiscal year (Part II, line 3) minus the match liability for the current Federal fiscal year (Part II, line 4). Excess match may be carried over and applied to future HOME project match liability.

Instructions for Part III:

1. **Project No. or Other ID:** "Project number" is assigned by the C/MI System when the PJ makes a project setup call. These projects involve at least some Treasury funds. If the HOME project does not involve Treasury funds, it must be identified with "other ID" as follows: the fiscal year (last two digits only), followed by a number (starting from "01" for the first non-Treasury-funded project of the fiscal year), and then at least one of the following abbreviations: "SF" for project using shortfall funds, "PI" for projects using program income, and "NON" for non-HOME-assisted affordable housing. Example: 93.01.SF, 93.02.PI, 93.03.NON, etc.

   Shortfall funds are non-HOME funds used to make up the difference between the participation threshold and the amount of HOME funds allocated to the PJ; the participation threshold requirement applies only in the PJ's first year of eligibility. [§92.102]

   Program income (also called "repayment income") is any return on the investment of HOME funds. This income must be deposited in the jurisdiction's HOME account to be used for HOME projects. [§92.503(b)]

Non-HOME-assisted affordable housing is investment in housing not assisted by HOME funds that would qualify as "affordable housing" under the HOME Program definitions. "NON" funds must be contributed to a specific project; it is not sufficient to make a contribution to an entity engaged in developing affordable housing. [§92.219(b)]

2. **Date of Contribution:** Enter the date of contribution. Multiple entries may be made on a single line as long as the contributions were made during the current fiscal year. In such cases, if the contributions were made at different dates during the year, enter the date of the last contribution.

3. **Cash:** Cash contributions from non-Federal resources. This means the funds are contributed permanently to the HOME Program regardless of the form of investment the jurisdiction provides to a project. Therefore all repayment, interest, or other return on investment of the contribution must be deposited in the PJ's HOME account to be used for HOME projects. The PJ, non-Federal public entities (State/local governments), private entities, and individuals can make contributions. The grant equivalent of a below-market interest rate loan to the project is eligible when the loan is not repayable to the PJ's HOME account. [§92.220(a)(1)] In addition, a cash contribution can count as match if it is used for eligible costs defined under §92.206 (except administrative costs and CHDO operating expenses) or under §92.209, or for the following non-eligible costs: the value of non-Federal funds used to remove and relocate ECHO units to accommodate eligible tenants, a project reserve account for replacements, a project reserve account for unanticipated increases in operating costs, operating subsidies, or costs relating to the portion of a mixed-income or mixed-use project not related to the affordable housing units. [§92.219(c)]

4. **Foregone Taxes, Fees, Charges:** Taxes, fees, and charges that are normally and customarily charged but have been waived, foregone, or deferred in a manner that achieves affordability of the HOME-assisted housing. This includes State tax credits for low income housing development. The amount of real estate taxes may be based on the post-improvement property value. For those taxes, fees, or charges given for future years, the value is the present discounted cash value. [§92.220(a)(2)]

5. **Appraised Land/Real Property:** The appraised value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of land or other real property, not acquired with Federal resources. The appraisal must be made by an independent, certified appraiser. [§92.220(a)(3)]

6. **Required Infrastructure:** The cost of investment, not made with Federal resources, in on-site and off-site infrastructure directly required for HOME-assisted affordable housing. The infrastructure must have been completed no earlier than 12 months before HOME funds were committed. [§92.220(a)(4)]

7. **Site preparation, Construction materials, Donated labor:** The reasonable value of any site-preparation and construction materials, not acquired with Federal resources, and any donated or voluntary labor (see §92.354(b)) in connection with the site-preparation for, or construction or rehabilitation of, affordable housing. The value of site-preparation and construction materials is determined in accordance with the PJ's cost estimate procedures. The value of donated or voluntary labor is determined by a single rate ("labor rate") to be published annually in the Notice Of Funding Availability (NOFA) for the HOME Program. [§92.220(6)]

8. **Bond Financing:** Multifamily and single-family project bond financing must be validly issued by a State or local government (or an agency, instrumentality, or political subdivision thereof). 50% of a loan from bond proceeds made to a multifamily affordable housing project owner can count as match. 25% of a loan from bond proceeds made to a single-family affordable housing project owner can count as match. Loans from all bond proceeds, including excess bond match from prior years, may not exceed 25% of a PJ's total annual match contribution. [§92.220(a)(5)] The amount in excess of the 25% cap for bonds may carry over, and the excess will count as part of the statutory limit of up to 25% per year. Requirements regarding bond financing as an eligible source of match will be available upon publication of the implementing regulation early in FY 1994.

9. **Total Match:** Total of items 3 through 8. This is the total match contribution for each project identified in item 1.

Ineligible forms of match include:

1. Contributions made with or derived from Federal resources e.g. CDBG funds [§92.220(b)(1)]
2. Interest rate subsidy attributable to the Federal tax-exemption on financing or the value attributable to Federal tax credits [§92.220(b)(2)]
3. Contributions from builders, contractors or investors, including owner equity, involved with HOME-assisted projects. [§92.220(b)(3)]
4. Sweat equity [§92.220(b)(4)]
5. Contributions from applicants/recipients of HOME assistance [§92.220(b)(5)]
6. Fees/charges that are associated with the HOME Program only, rather than normally and customarily charged on all transactions or projects [§92.220(a)(2)]
7. Administrative costs

PR23- CDBG Summary of Consolidated Plan Projects

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2015

DATE: 09-31-16
TIME: 10:31
PAGE: 1

JACKSON

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Clearance and Demolition (04)	3	$85,865.70	0	$0.00	3	$85,865.70
	Total Acquisition	3	$85,865.70	0	$0.00	3	$85,865.70
Housing	Rehab; Single-Unit Residential (14A)	3	$88,767.38	0	$0.00	3	$88,767.38
	Rehab; Multi-Unit Residential (14B)	1	$25,695.00	0	$0.00	1	$25,695.00
	Rehabilitation Administration (14H)	2	$78,646.34	1	$247.82	3	$79,094.16
	Code Enforcement (15)	2	$113,340.47	2	$5,976.90	4	$119,317.37
	Total Housing	8	$306,849.19	3	$6,224.72	11	$313,073.91
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	0	$0.00	1	$0.00	1	$0.00
	Street Improvements (03K)	2	$10,624.42	3	$464,019.29	5	$474,643.71
	Total Public Facilities and Improvements	2	$10,624.42	4	$464,019.29	6	$474,643.71
Public Services	Youth Services (05D)	1	$31,241.90	1	$15,095.42	2	$46,337.32
	Total Public Services	1	$31,241.90	1	$15,095.42	2	$46,337.32
General Administration and Planning	General Program Administration (21A)	2	$24,010.74	2	$64,000.00	4	$88,010.74
	Total General Administration and Planning	2	$24,010.74	2	$64,000.00	4	$88,010.74
Grand Total		16	$458,591.95	10	$549,339.43	26	$1,007,931.38

JACKSON

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Clearance and Demolition (04)	Housing Units	33	0	33
	Total Acquisition		33	0	33
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	16	0	16
	Rehab; Multi-Unit Residential (14B)	Housing Units	0	0	0
	Rehabilitation Administration (14H)	Housing Units	0	24	24
	Code Enforcement (15)	Persons	22,844	0	22,844
		Housing Units	18,145	113,541	131,686
	Total Housing		41,005	113,565	154,570
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	Public Facilities	0	36,420	36,420
	Street Improvements (03K)	Persons	0	4,210	4,210
	Total Public Facilities and Improvements		0	40,630	40,630
Public Services	Youth Services (05D)	Persons	0	340	340
	Total Public Services		0	340	340
Grand Total			41,038	154,535	195,573

JACKSON

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	16	0
	Black/African American	0	0	9	0
	Other multi-racial	0	0	15	0
	Total Housing	0	0	40	0
Non Housing	White	12	0	0	0
	Black/African American	277	0	0	0
	Asian	51	0	0	0
	Total Non Housing	340	0	0	0
Grand Total	White	12	0	16	0
	Black/African American	277	0	9	0
	Asian	51	0	0	0
	Other multi-racial	0	0	15	0
	Total Grand Total	340	0	40	0

JACKSON

CDBG Beneficiaries by Income Category

No data returned for this view. This might be because the applied filter excludes all data.

PR23- HOME Summary of Consolidated Plan Projects

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
HOME Summary of Accomplishments
Program Year: 2015

DATE: 08-31-16
TIME: 10:34
PAGE: 1

JACKSON

Home Disbursements and Unit Completions

Activity Type	Disbursed Amount	Units Completed	Units Occupied
First Time Homebuyers	$1,731.37	1	1
Existing Homeowners	$321,883.97	7	7
Total, Homebuyers and Homeowners	$323,615.34	8	8
Grand Total	$323,615.34	8	8

Home Unit Completions by Percent of Area Median Income

Activity Type	Units Completed				
	0% - 30%	31% - 50%	51% - 60%	Total 0% - 60%	Total 0% - 80%
First Time Homebuyers	0	1	0	1	1
Existing Homeowners	2	2	3	7	7
Total, Homebuyers and Homeowners	2	3	3	8	8
Grand Total	2	3	3	8	8

Home Unit Reported As Vacant

Activity Type	Reported as Vacant
First Time Homebuyers	0
Existing Homeowners	0
Total, Homebuyers and Homeowners	0
Grand Total	0

JACKSON

Home Unit Completions by Racial / Ethnic Category

	First Time Homebuyers		Existing Homeowners	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	1	0	2	0
Black/African American	0	0	4	0
Black/African American & White	0	0	1	0
Total	1	0	7	0

	Total, Homebuyers and Homeowners		Grand Total	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	3	0	3	0
Black/African American	4	0	4	0
Black/African American & White	1	0	1	0
Total	8	0	8	0

CITY OF JACKSON
Founded 1829

City Treasurer/City Clerk

161 W. Michigan Ave. - Jackson, MI 49201
Treasurer: (517) 788-4043 • Clerk: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

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

DATE: September 20, 2016

SUBJECT: Second Reading and Adoption of Ordinance 2016-20

Recommendation:

Adopt Ordinance 2016-20 repealing Division 6, Article 2, Chapter 2, City Code, to repeal duplicate provisions concerning the Employee Retirement System Board of Trustees.

Attached is Ordinance 2016-20. Ordinance 2016-20 was considered for approval and moved for 2nd reading by the Council at the September 9, 2016, City Council meeting.

I recommend approval of Ordinance 2016-20. Your consideration and concurrence is appreciated.

ORDINANCE 2016 - 20

An Ordinance repealing Division 6 of Article 2 of Chapter 2 of the Code of Ordinances of the City of Jackson, Michigan to repeal duplicative provisions concerning the Employee Retirement System Board of Trustees for the welfare of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to repeal duplicative provisions concerning the Employee Retirement System board of Trustees of the City of Jackson.

Section 2.

That Chapter 2 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Secs. 2-311—2-330. - Reserved.

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

CITY OF JACKSON
Founded 1829

City Treasurer/City Clerk

161 W. Michigan Ave. - Jackson, MI 49201
Treasurer: (517) 788-4043 • Clerk: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrew J. Wrozek, Jr., City Treasurer/Clerk ajw

DATE: September 20, 2016

SUBJECT: Second Reading and Adoption of Ordinance 2016-21

Recommendation:

Adopt Ordinance 2016-21 amending sections of Article VI, Chapter 2, City Code, to alter the quorum requirements to the Employee Retirement system Board of Trustees, and add provisions repealed from Section 2-317, Division 6, Article VI, Chapter 2.

Attached is Ordinance 2016-21. Ordinance 2016-21 was considered for approval and moved for 2nd reading by the Council at the September 9, 2016, City Council meeting.

I recommend approval of Ordinance 2016-21. Your consideration and concurrence is appreciated.

ORDINANCE 2016-21

An Ordinance amending sections of Article VI of Chapter 2 of the Code of Ordinances of the City of Jackson to alter the Quorum Requirements to the Employee Retirement System Board of Trustees and add provisions repealed from Section 2-317 for the welfare of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to alter the quorum requirements to the Employee Retirement System Board of Trustees of the City of Jackson and to add a provision repealed from Section 2-317.

Section 2.

That Chapter 2 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Sec. 2-531. - Same—Meetings; quorum; voting; compensation.

(a) The Board of Trustees of the retirement system shall hold meetings, at least one (1) in every three (3) months, upon the call of the chairman who shall designate the time and place of each meeting. All meetings of the board shall be open to the public.
(b) The Board shall adopt its own rules of procedure and shall keep a record of its proceedings.
(c) A Majority of the Trustees present and voting, or 5 Trustees, whichever is higher, shall constitute a quorum at any meeting of the Board and at least five (5) concurring votes shall be necessary for a decision by the Board. Each Trustee shall be entitled to one (1) vote on each question before the Board.
(d) Trustees shall serve without compensation for their services as trustees but shall be entitled to their expenses actually and necessarily incurred in attending meetings of the Board and in performing required duties as trustees.

Sec. 2-532. - Same—Allowance of regular interest.

The Board of Trustees shall at the end of each fiscal year credit regular interest on the individual balances in the reserve for employee contributions at the beginning of the year; and on the mean balances in the reserve for employer contributions and the reserve for retired benefit payments. The amounts so credited shall be charged to the reserve for undistributed investment income.

Sec. 2-533. - Same—Investment of retirement system assets.

(a) The Board of Trustees shall be the trustees of the monies and assets of the retirement system. The Board shall have full power and authority to invest and reinvest such monies and assets subject to all terms, conditions, limitations and restrictions imposed by the state on the investments of public employee retirement systems. The Board shall invest and reinvest such monies and assets with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Board may employ outside investment counsel to advise the board in the making and disposition of investments. All monies and assets of the retirement system shall be held for the sole purpose of meeting disbursements authorized in accordance with the provisions of this retirement system and shall be used for no other purposes.

(b) There shall be kept on deposit available cash, not to exceed five (5) percent of the total assets of the retirement system.

(c) Except as otherwise provided in this article, no trustee or officer or employee of the retirement system shall have any interest direct or indirect in the gains or profits from any investments made by the Board. No such person directly or indirectly, for himself or as an agent or partner of others, shall borrow any of the moneys or deposits of the system nor shall he in any manner use the same except to make current and necessary payments as are authorized by the Board. No such person shall become an endorser or surety or become in any manner an obligor for any moneys loaned by or borrowed from the system.

Sec. 2-534. - Same—Actuarial data; report to city council.

(a) The Board of Trustees shall keep or cause to be kept, in convenient form, such data as shall be recommended by the actuary as necessary for the operation of the retirement system on an actuarial basis. The Board shall keep or cause to be kept, in convenient form, such additional data as is required to properly report the operations of the system.

(b) The Board shall render a report to the Mayor and the City Council on or before March fifteenth of each year showing the fiscal transactions of the retirement system for the year ended the preceding June thirtieth, the assets of the retirement system as of the preceding June thirtieth, and a copy of the most recent actuarial report.

(c) The Board of Trustees of the retirement system shall adopt such mortality, service, compensation, retirement, disability and other tables of experience as are necessary in the operation of the retirement system on an actuarial basis.

Sec. 2-535. - Same—Officers; administrative services.

The officers and employed services of the retirement system shall be as follows:

(1) *Chairman.* The board shall annually elect a chairman and a vice-chairman from its members.

(2) *Secretary.* The Personnel Director of the City shall be secretary to the Board and the administrative officer of the retirement system.

(3) *Treasurer.* The City Treasurer shall be treasurer of the retirement system. The Treasurer shall be custodian of the assets of the retirement system except as to such assets as the Board may from time to time place in the custody of a nationally chartered bank.

(4) *Legal advisor.* The City Attorney shall be legal advisor to the Board.

(5) *Actuary.* The Board shall appoint an actuary who shall be the technical advisor to the Board regarding the operation of the retirement system on an actuarial basis, and who shall perform such services as are required in connection therewith. The term "actuary" as used in this article shall mean a member of the American Academy of Actuaries or a person who has demonstrated an educational background necessary for the practice of actuarial science and has at least five (5) years of relevant actuarial experience. A partnership or corporation may be appointed actuary if the duties of actuary are performed by or under the direct supervision of a person who meets the preceding qualifications.

(6) *Services.* The Board is authorized and empowered to employ such professional and other services as are required for the proper administration of the retirement system. Such services, other than actuarial and medical, shall be obtained and the compensation for such services shall be fixed in accordance with City operating procedures.

Section 3. This Ordinance takes effect in thirty (30) days.

CITY OF JACKSON
Founded 1829

City Treasurer/City Clerk

161 W. Michigan Ave. - Jackson, MI 49201
Treasurer: (517) 788-4043 • Clerk: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

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

DATE: September 20, 2016

SUBJECT: Second Reading and Adoption of Ordinance 2016-23

Recommendation:

Adopt Ordinance 2016-23 amending Section 17, Chapter 1, City Code, to revise various sections of the Chapter affected by structural changes made to several City of Jackson Departments (Appearance Tickets).

Attached is Ordinance 2016-23. Ordinance 2016-23 was considered for approval and moved for 2nd reading by the Council at the September 9, 2016, City Council meeting.

I recommend approval of Ordinance 2016-23. Your consideration and concurrence is appreciated.

ORDINANCE 2016 -23

An Ordinance amending Section 17 of Chapter 1 of the Code of Ordinances of the City of Jackson, Michigan to revise various sections of the Chapter affected by structural changes made to several City of Jackson departments.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to revise various sections of the Chapter affected by structural changes made to several City of Jackson departments.

Section 2.

That Section 17 of Chapter 1 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Sec. 1-17. - Appearance tickets.

(a) Pursuant to the authority conferred by Act No. 175 of the Public Acts of Michigan 1972 (MCL 764.9f), as amended, an appearance ticket means a complaint or written notice issued and subscribed by City police officers or other City employees authorized by law or City Ordinance to issue and serve appearance tickets.

(b) Appearance tickets shall be issued in a manner that conforms to the requirements and procedures in the Act; provided, however, that all appearance tickets issued shall be sworn to before the close of the business day on which the ticket is issued, or if the ticket is issued after business hours, it shall be sworn to on the next business day following the day of issuance. All appearance tickets issued hereunder shall be sworn to before the chief clerk of the district court having jurisdiction, or such other person as may be designated by the court. All appearance tickets which have been issued shall be returned to the court even if voided.

(c) In addition to City police officers, the Deputy Director, Assistant Fire Chief, Captain, and the fire personnel acting in the capacity of Fire Captain are hereby authorized to issue appearance tickets with respect to matters within their particular enforcement responsibility when such persons have probable cause to believe that the party to whom the ticket is issued has committed the offense indicated.

(d) A full written report of the facts relating to the alleged violation upon which an appearance ticket is based shall be filed with the office of the city attorney within three (3) business days of issuance.

Section 3. Effective date.

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

CITY OF JACKSON
Founded 1829

City Treasurer/City Clerk

161 W. Michigan Ave. - Jackson, MI 49201
Treasurer: (517) 788-4043 • Clerk: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrew J. Wrozek, Jr., City Treasurer/Clerk ajw

DATE: September 20, 2016

SUBJECT: Second Reading and Adoption of Ordinance 2016-24

Recommendation:

Adopt Ordinance 2016-24 amending Section 3, Chapter 14, City code, to define and clarify language used to regulate the Non-Owner Occupied Residential Property Registry.

Attached is Ordinance 2016-24. Ordinance 2016-24 was considered for approval and moved for 2nd reading by the Council at the September 9, 2016, City Council meeting.

I recommend approval of Ordinance 2016-24. Your consideration and concurrence is appreciated.

ORDINANCE 2016 - 24

An Ordinance amending Section 3 of Chapter 14 of the City of Jackson Code of Ordinances to define and clarify language used to regulate the Non-Owner Occupied Residential Property Registry for the health, safety, and welfare of the citizens of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to define and clarify language used to regulate the Non-Owner Occupied Residential Property Registry for the health, safety, and welfare of the citizens of the City of Jackson.

Section 2.

That Chapter 14, Section 3 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

* * * * *

Sec. 14-3. - Definitions.

Unless the context indicates otherwise, the following words used in this article shall have these meanings:

A domestic partnership means an interpersonal, romantic relationship between two individuals who live together and share a common domestic life but are not married to each other or to anyone else.

Domicile means the place at which a person resides a majority of the time and that is regarded as the person's true, fixed, principal, primary and permanent home.

Non-owner occupied residential dwelling or unit means any residential dwelling or unit constructed, intended, or currently used as habitable space in which the owner of the dwelling or unit does not reside, or where individuals other than or in addition to the owner reside, whether pursuant to an oral or written lease or for other valuable consideration including, but not limited to, cash, barter of goods and services, and imputed rent. This does not include

relatives that reside with the owner in the same unit. This term also does not refer to an individual residing in a dwelling or unit who is in a domestic partnership with the owner. This term does not apply to any residential dwelling or unit which is the primary domicile of the owner and is temporarily unoccupied for a period of not more than one hundred sixty (160) days. Examples of a non-owner occupied residential dwelling or unit include, but are not limited to, the following:

(1) A traditional lease with a written lease contract;

(2) A lease or rental arrangement with no written contract.

(3) A unit in which a non-owner is allowed to reside in exchange for providing services to the owner, whether the owner resides in the unit or resides elsewhere.

(4) A unit in which a relative is permitted to reside, where the owner of the unit resides elsewhere.

(5) A unit in which the owner resides and in which a non-owner is permitted to also reside in exchange for any form of valuable consideration. This does not include couples who reside together in a domestic partnership.

(6) A unit in which a non-owner is allowed to reside, unless otherwise exempted in this Article, even if no consideration is paid but the occupancy could be considered imputed rent by the Internal Revenue Service.

Owner means any person who, alone or with any other persons, shall

(1) Have a freehold or lesser estate in, or a land contract vendee's interest in, any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or

(2) Have charge, care or control of any premises, dwelling or dwelling unit, as owner or as personal representative. "Personal representative" means that term as defined in section 1106 of the estates and protected individuals code, 1998 PA 386, MCL 700.1106. A personal representative also may include a special fiduciary appointed to take possession of and administer the property of a decedent's estate. 2016 PA 59, MCL 700.1002.

Reside means to be physically present in a residential dwelling or unit and regard that dwelling or unit as one's home, to which one intends to return and remain permanently or continuously. For purposes of this Article, a person may only reside in one dwelling or unit at a time.

Responsible local agent means a representative of a person corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

(1) Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, and any notice received by the responsible local agent shall be deemed to have been received by the property owner; and

(2) Be responsible for providing access to the non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of this Code.

* * * * *

Section 3. Effective date.

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

CITY OF JACKSON
Founded 1829

City Treasurer/City Clerk

161 W. Michigan Ave. - Jackson, MI 49201
Treasurer: (517) 788-4043 • Clerk: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrew J. Wrozek, Jr., City Treasurer/Clerk ajw

DATE: September 20, 2016

SUBJECT: Second Reading and Adoption of Ordinance 2016-25

Recommendation:

Adopt Ordinance 2016-25 amending Section 19-41, Chapter 19, City code, to change the hours of operation for the City Parks.

Attached is Ordinance 2016-25. Ordinance 2016-25 was considered for approval and moved for 2nd reading by the Council at the September 9, 2016, City Council meeting.

I recommend approval of Ordinance 2016-25. Your consideration and concurrence is appreciated.

ORDINANCE 2016 - 25

An Ordinance amending Section 19-41 of Chapter 19 of the Code of Ordinances of the City of Jackson, Michigan to change the hours of operation for the City Parks for the health, safety and welfare of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to change the hours of operation of the City Parks for the health, safety and welfare of the City of Jackson.

Section 2.

That Chapter 19 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Sec. 19-41. - Park hours.

(a) The Ella W. Sharp Park shall be closed to the public between dusk and dawn daily. The following shall not be prohibited by this section:

(1) Traffic passing through the park on the paved roads.

(2) Persons upon museum grounds in connection with specific events sanctioned in advance by the Sharp Park Museum Board or its designated representative.

(3) Persons using the park in connection with specific events sanctioned in advance by the Sharp Park Board of Trustees or its designated representative.

(b) All other City parks shall be closed to the public between dusk and dawn daily.

(c) The Director of Parks, Recreation and Cemeteries may allow exceptions to the park hours at his or her discretion for good cause.

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

JACKSON
Founded 1829

City Attorney

161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4050 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney
Courtney A. Gabbara, Staff Attorney

DATE: September 20, 2016

SUBJECT: Approval of a Resolution to Establish a Penalty to be Imposed when a Default Order is Set Aside at an Administrative Hearing

---

Recommendation: Approval of a Resolution to Establish a Penalty to be Imposed when a Default Order is Set Aside at an Administrative Hearing.

Attached are a Department Report and a proposed Resolution.

The requisite action is to approve the Resolution. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT
September 20, 2016

MEMO TO: Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney
Courtney A. Gabbara, Staff Attorney

RECOMMENDATION: Approval of a Resolution to Establish a Penalty to be Imposed when a Default Order is Set Aside at an Administrative Hearing

SUMMARY

Under Chapter 2.5 of the City of Jackson Code of Ordinances, if at the time set for a hearing the recipient of a notice of violation or notice of hearing fails to appear, the Administrative Hearing Officer may find the recipient in default, proceed with the hearing, and accept evidence relevant to the existence of a code violation. The Administrative Hearing Officer can then conclude with a finding, decision, and order. The recipient found to be in default may petition the Administrative Hearing Officer to set aside the order of default and set a new hearing date in accordance with Section 2.5-29.

On September 6, 2016, City Council voted in favor of amending Chapter 2.5. These amendments included changes to Section 2.5-29. Section 2.5-29 allows an Administrative Hearing Officer to set aside any order entered by default and set a new hearing date, upon a petition filed within twenty-eight (28) days after the issuance of the order of default. The changes made now allow Administrative Hearing Officers to impose a penalty when setting aside defaults. The reason for this proposed Resolution is to deter respondents from using the default process as a means of gaining more time than originally allocated by the Administrative Hearings Bureau to bring their property into compliance.

BUDGETARY CONSIDERATIONS

Attached please find a proposed Resolution that establishes a One Hundred Ninety ($190.00) Dollar penalty to be imposed by Administrative Hearing Officers when setting aside defaults. This penalty value is based on the combined hourly wages of the city prosecutor, the Administrative Hearings Bureau Clerk, and the designated code compliance officer, which is then rounded to the nearest tenth. The One Hundred Ninety ($190.00) Dollar penalty will not be enforced if there is reason to believe the fines and costs imposed at the time a judgment is to be entered will exceed the allotted fines and costs approved by City Council in its “2005 Resolution Adopting Fines For Blight Violations Under the Administrative Hearings Bureau”.

HISTORY, BACKGROUND and DISCUSSION

It has become apparent that during administrative hearings, some respondents are using default order proceedings as a means of gaining more time to come into compliance. More and more regularly, the Administrative Hearings Bureau is witnessing respondents fail to appear to a hearing in an attempt to gain an extra thirty (30) or more days to come into compliance. Respondents will then appear to their scheduled default hearing seeking even more time. Addressing the regular act of intentionally missing an administrative hearing cuts into the worktime spent by City employees that could be focused elsewhere. It is the hope of the City that the discretionary One Hundred Ninety ($190.00) Dollar penalty will deter respondents from abusing the Administrative Hearings Bureau process and encourage prompt compliance on all outstanding blight violations.

POSITIONS

The City Attorney's Office recommends approval of a Resolution to establish a penalty to be imposed when a default order is set aside at an administrative hearing.

ATTACHMENTS: Resolution Adopting Penalties for Setting Aside Default Orders Under the Administrative Hearings Bureau

Copy of 2005 Resolution Adopting Fines for Blight Violations Under the Administrative Hearings Bureau

RESOLUTION ADOPTING PENALTIES FOR SETTING ASIDE DEFAULT ORDERS UNDER THE ADMINISTRATIVE HEARINGS BURAEU

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson has approved a revision to Chapter 2.5 of the City of Jackson Code of Ordinances to require penalties be imposed when an Administrative Hearing Officer sets aside an order entered by default and must establish a schedule for the potential penalties; and

WHEREAS, the City of Jackson wishes to establish by Resolution rather than by Ordinance a penalty to impose at the Administrative Hearings Bureau when a default order is set aside to allow for flexibility in the establishment of penalties; and

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson establishes a penalty of One Hundred Ninety ($190.00) Dollars to be applied against a respondent when an Administrative Hearing Officer sets aside an order entered by default.

* * * * *

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

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

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

_____City Treasurer/Clerk
Andrew J. Wrozek Jr.

RESOLUTION ADOPTING FINES FOR BLIGHT VIOLATIONS UNDER THE ADMINISTRATIVE HEARINGS BUREAU

BY THE CITY COUNCIL:

WHEREAS the City of Jackson has created the City of Jackson Administrative Hearings Bureau to regulate blight violations under the Code of Ordinances, City of Jackson, Michigan (Code) Section 2.5; and

WHEREAS the City of Jackson wishes to give guidance in the establishment of fines assessed by an Administrative Hearings Officer;

NOW, THEREFORE, BE IT RESOLVED, the City of Jackson establishes the following fine schedules for blight violations in addition to other penalties permitted by law:

A. Trash, Garbage, Graffiti, and Noxious Weeds Violations

For violations contained in the Code Section 17-207 and Chapters 12 and 16 a fine may be assessed that does not exceed $500 per violation for each day the violation continues.

B. Building Code Violations (Construction, Plumbing, Mechanical, and Electrical)

Any person, including an official or agent charged with issuing permits or inspecting buildings, who violates any provision of the construction, plumbing, mechanical, and electrical codes as adopted in Code, Chapter 5 may be assessed a fine that does not exceed $500 per violation consistent with MCL 125.1523.

For violations where the person is unlicensed as required by law, a fine of not less than $100.00 or more than $500.00 may be assessed consistent with MCL125.1523a for each violation and for each day the violation continues.

C. Fire Violations

For violations of the state fire code as adopted in Code, Chapter 10 any person may be assessed a fine of not less than $100.00 or more than $500.00 per violation for each day the violation continues.

D. Other Blight Violations

For other blight violations, including but not limited to: housing violations (Chapter 14), dismantle/inoperable vehicles (Chapter 17), sign ordinance (Chapter 21.5), zoning ordinance (Chapter 28) the following schedule of fines may be assessed based upon the number of occurrences at one particular property for each violation that occurs:

1st Offense	0 - $2,000
2nd Offense	$500 - $4,000
3rd Offense	$1,000 - $6,000
4th Offense	$1,500 - $8,000
5th or More	$2,000 - $10,000

E. Deviation from recommended Fine Schedules

In all situations, an Administrative Hearings Officer may deviate from the minimum or maximum established fine where there are substantial and compelling reasons to do so; however, no fine may ever exceed $10,000 per violation.

* * * * * * * *

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

I, Lynn Fessel, 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 22nd day of March 2005.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 22nd day of March 2005.

Martin J. Griffin, Mayor

Lynn Fessel City Clerk

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

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

DATE: Council Meeting – September 20, 2016

SUBJECT: ***Ordinance Establishing Factors for a Determination of Discontinuance or Vacancy of a Nonconforming Lot, Building or Structure.***

Recommendation: 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 – September 20, 2016

RECOMMENDATION: ***Ordinance Establishing Factors for a Determination of Discontinuance or Vacancy of a Nonconforming Lot, Building or Structure.***

SUMMARY

The attached ordinance seeks to add language which will establish factors to be considered when establishing that a nonconforming use has been vacated or discontinued.

HISTORY, BACKGROUND and DISCUSSION

A nonconforming use is a use of a lot, building or structure which used to be permitted in that zoning district but, once the zoning of that area changed, is no longer an allowable use. For example, a home is built in an area. The zoning of that area is changed to "I-2" allowing only industrial uses. The home may stay even though it is not an industrial use, however it may not expand. The home is now called a nonconforming use. In addition, if the owner of the home abandons the home, discontinues use of the home or vacates the home, the home may no longer be used for residential purposes. This is called losing nonconforming status.

This ordinance seeks to establish criteria that can be used by staff to determine and prove that a home has been discontinued or vacated and therefore lost its nonconforming status. The factors are the same as those for abandonment. Although abandonment, discontinuance and vacation are different concepts, the same conditions at the property provide indicators.

POSITIONS

APPROVE the attached Ordinance.

ATTACHMENTS: Clean version of revised Section 28-130(g)
Black lined version of revised Section 28-130(g)

ORDINANCE 2016 - ____

An Ordinance amending Section 28-130(g) of Chapter 28 of the Code of Ordinances of the City of Jackson, Michigan to provide conditions constituting evidence of discontinuance or vacancy of nonconforming lots, buildings and structures for the welfare of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to provide conditions constituting evidence of discontinuance or vacancy of nonconforming lots, buildings and structures for the welfare of the City of Jackson.

Section 2.

That Chapter 28 of the City of Jackson, Michigan Code of Ordinances be amended to read as follows:

Sec. 28-130(g) - Determination of Abandonment, Discontinuance and Vacancy.

Nonconforming lots, nonconforming buildings and structures, nonconforming uses of buildings and structures, and nonconforming uses of land will be considered abandoned, discontinued, or vacant if one or more of the following conditions exists, and will be deemed to constitute intent on the part of the property owner to abandon, discontinue or vacate:

(1) Utilities, such as water, gas or electricity to the property, have been disconnected;

(2) The property, buildings, or grounds, have fallen into disrepair;

(3) Signs or other indications of the existence of the nonconforming use have been removed;

(4) Equipment or fixtures that are necessary for the operation of the nonconforming use have been removed; or

(5) Other actions, which in the opinion of the chief building official, zoning administrator (or designee) constitute an intention on the part of the property owner or lessee to abandon the nonconforming use.

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

ORDINANCE 2016 - ____

An Ordinance amending Section 28-130(g) of Chapter 28 of the Code of Ordinances of the City of Jackson, Michigan to provide conditions constituting evidence of discontinuance or vacancy of nonconforming lots, buildings and structures for the welfare of the City of Jackson.

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(1) Utilities, such as water, gas or electricity to the property, have been disconnected;

(2) The property, buildings, or grounds, have fallen into disrepair;

(3) Signs or other indications of the existence of the nonconforming use have been removed;

(4) Equipment or fixtures that are necessary for the operation of the nonconforming use have been removed; or

(5) Other actions, which in the opinion of the chief building official, zoning administrator (or designee) constitute an intention on the part of the property owner or lessee to abandon the nonconforming use.

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

CITY OF JACKSON
Founded 1829

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MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: September 20, 2016

SUBJECT: Revisions to Section 13-9 of Chapter 13 of the City Code of Ordinances - Historic Preservation

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Recommendation: Approve Ordinance Revisions to Chapter 13, Historic Preservation, by revising language adopted from the Local Historic Districts Act.

Attached are a memo from the City Attorney's Office, regarding revising Chapter 13 of the City of Jackson City Code of Ordinances; copies of Sections MCL 399.205 and MCL 399.211; as well as clean and black lined versions of Section 13-9 of the City of Jackson Code of Ordinances. This section establishes standards and procedures for the historic district commission to follow when reviewing permit applications. It also outlines how applicants and other aggrieved City residents may go about appealing decisions made by the historic district commission.

Revisions are being proposed in an effort to expedite the appeal process in conformity with the Local Historic Districts Act to safeguard the heritage of the City of Jackson. By adopting these revisions, City residents living in or near historic districts, sites, landmarks, buildings, structures, or works of art would enjoy a more efficient execution of due process.

We recommend approval of the above mentioned ordinance. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney
Courtney A. Gabbara, Staff Attorney

DATE: September 20, 2016

RECOMMENDATION: Revisions to Section 13-9 of Chapter 13 of the City Code of Ordinances— Historic Preservation

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SUMMARY

The recommended action is approval of several Revisions to Section 13-9 of Chapter 13 of the City of Jackson Code of Ordinances by amending language adopted from the Local Historic Districts Act (the "Act"), which would assist the City of Jackson and aggrieved City residents to expedite the appeal process in conformity with the Act. These proposed changes would also safeguard the heritage of the City of Jackson by establishing standards and procedures for the historic district commission to follow when reviewing permit applications. By adopting these revisions, City residents living in or near historic districts, sites, landmarks, buildings, structures, or works of art would enjoy a more efficient execution of due process.

BUDGETARY CONSIDERATIONS

There are no foreseen budgetary considerations or concerns.

HISTORY, BACKGROUND and DISCUSSION

The City is amending language in the Code in an effort to come into conformity with the Act.

POSITION

The City Attorney's Office recommends approval of the Revisions, which would amend language adopted under the Local Historic Districts Act into Section 13-9 of Chapter 13 of the City of Jackson Code of Ordinances.

ATTACHMENTS: Copies of Sections 399.205 and MCL 399.211 of the Local Historic Districts Act
Black lined version of ordinance
Clean copy of ordinance

ORDINANCE 2016 - ____

An Ordinance amending Section 13-9 of Chapter 13 of the Code of Ordinances of the City of Jackson, Michigan in an effort to expedite the appeal process by revising language adopted from the Local Historic Districts Act to safeguard the heritage of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance in an effort to expedite the appeal process by revising language adopted from the Local Historic Districts Act to safeguard the heritage of the City of Jackson.

Section 2. That Chapter 13 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

* * * * *

Sec. 13-9. - Historic district commission review.

(a) Except for ordinary maintenance or repair or as provided for in section 13-9(d), a permit shall be obtained before any work affecting the exterior appearance of a resource is performed within a historic district. The person, individual, partnership, firm, corporation, organization, institution, or agency of government proposing to do that work shall file an application for permission with the building inspector. Within seven (7) business days after the building inspector receives the application, the application shall be referred to the historic district commission, together with all required supporting materials that make the application complete. A permit shall not be issued and proposed work shall not proceed until the historic district commission has acted on the application by issuing a certificate of appropriateness or a notice to proceed as prescribed in section 13-9(e).

(b) All decisions of the historic district commission, that deny or modify an application for permission, must be in writing and served upon the applicant by personal service or by certified mail, return receipt requested.

(1) An ~~n~~ applicant aggrieved by a decision of the historic district commission concerning a permit application may appeal that decision to ~~:~~

~~a. The Jackson City Council; or~~

~~b.~~ ~~t~~The State Historic Preservation Review Board of the Michigan Historical Commission within the Department of State.

~~Provided, however, an applicant who files an appeal with the Jackson City Council may appeal the decision of the city council to the State Historic Preservation Review Board of the Michigan Historical Commission.~~

~~(2) The following procedures and time limits must be adhered to by an applicant who appeals a decision of the historic district commission:~~

~~a. *Appeal to Jackson City Council.* An aggrieved applicant who wishes to appeal a decision of the historic district commission to the Jackson City Council must file a written claim of appeal with the Jackson City Clerk within seven (7) business days after the applicant receives the decision from the historic district commission. The Jackson City Council will attempt to hear the appeal within thirty (30) days after the claim of appeal has been filed with the city clerk.~~

~~b. *Appeal to the State Historic Preservation Review Board.* An applicant aggrieved by a decision of the historic district commission or the Jackson City Council may file an appeal with the State Historic Preservation Review Board of the Michigan Historical Commission within the Department of State.~~ All appeals to the State Historic Preservation Review Board concerning permit applications shall be filed within sixty (60) days after the decision of the historic district commission is received by the applicant. The applicant may submit all or part of the appellant's evidence and arguments in written form. An applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the ~~Circuit~~ circuit ~~Court~~ court having jurisdiction over the Jackson Historic District Commission whose decision was appealed to the State Historic Preservation Review Board.

(2) Any citizen or duly organized historic preservation organization in the local unit, as well as resource property owners, jointly or severally aggrieved by a decision of the historic district commission may appeal the decision directly to the circuit court having jurisdiction over the Jackson Historic District Commission, except that a permit applicant aggrieved by a decision rendered under section 13-9(a) may not appeal to the court without first exhausting the right to appeal to the State Historic Preservation Review Board.

(c) In reviewing the plans, the historic district commission shall follow the U.S. secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, as set forth in 36 C.F.R. part 67. (A copy of these standards is available for review at the city clerk's office.) The commission shall also consider all of the following:

(1) The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.

(2) The relationship of any architectural features of the resource and its relationship to the historic value of the surrounding area.

(3) The general compatibility of the design, arrangement, texture, and materials proposed to be used.

(4) Other factors, such as aesthetic value, that the commission finds relevant.

(5) *Height.* All additions shall be no higher ~~that~~ than the existing building or structure.

(6) *Second exit platforms.* Second exit shall not be applied to the front or sides of a building or structure, unless they are not visible from the street or unless such prohibition would endanger the safety of the inhabitants.

(7) *Solar apparatus.* Passive and active solar apparatus may be allowed only if such devices do not detract from the architectural integrity of a building or structure and are unobtrusive. Solar apparatus will not be permitted if such devices hide significant architectural features of a building or structure or neighboring buildings or structures, if their installation requires the loss of significant architectural features, or if they are such a large scale that they become a major feature of the design.

(8) *Repairs.* Repairs in materials that exactly duplicate the original in composition, texture and appearance are encouraged. Repairs in new materials that duplicate the original in texture and appearance may also be permitted.

Repairs in materials that do not duplicate the original in appearance may be permitted on an individual basis if the repairs are compatible with the character and materials of the existing building or structure and if repairs that duplicate the original in materials are prohibitively expensive.

(9) *Restoration.* Projects that will return the appearance of a building, structure or property to an earlier appearance are encouraged and may be permitted if such projects are documented by photographs, architectural or archeological research, or other suitable evidence.

(10) *Additions and alterations to street facades.* The appearance of all street facades of a building or structure shall not be altered unless the design is sensitive to the historic character of a building or structure. Specifically, the design shall be compatible with the existing building in scale, color, texture and the proportion of solids to voids. Materials and architectural details used in such alterations and additions shall be in accordance with the Secretary of the Interior's standards.

(11) *Additions and alterations not visible from the street.* Additions and alterations that are not visible from streets contiguous to the lot lines may be permitted if their design is compatible with the scale of the existing building or structure, and if it is in accordance with the Secretary of the Interior's standards.

(12) *Repair, replacement, alterations, additions, or modifications to a roof.* Existing roofing that is repaired or replaced with roofing materials of the same or similar kind and quality as that currently existing on a building or structure may be approved by the building inspector without referring the application for permission to the historic district commission.

Further provided, that in order for the building inspector to approve the aforementioned roofing, all architectural details including, but not limited to, window trim, wood cornices and ornaments must either remain uncovered or be duplicated exactly in appearance and materials.

(d) An application for permission is not required for the construction, alteration, repair, moving or demolition of fences, downspouts, storm doors or storm windows. Nor is an application for permission needed for painting.

(e) Work within a historic district shall be permitted through the issuance of a notice to proceed by the historic district commission if any of the following conditions prevail and if the proposed work can be demonstrated by a finding of the commission to be necessary to substantially improve or correct any of the following conditions:

(1) The resource constitutes a hazard to the safety of the public or to the structure's occupants.

(2) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.

(3) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner.

(4) Retaining the resource is not in the interest of the majority of the community.

(f) The business that the historic district commission may perform shall be conducted at a public meeting of the commission held in compliance with the open meetings act, Act No. 267 of the Public Acts of 1976, as amended, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976, as amended. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the commission.

(g) The historic district commission shall keep a record of its resolutions, proceedings, and actions. A writing prepared, owned, used, in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the freedom of information act, Act No. 442 of the Public Acts of 1976, as amended, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

(h) The historic district commission shall adopt its own rules of procedure and shall adopt design review standards and guidelines for resource treatment to carry out its duties under this act.

(i) Upon a finding by the historic district commission that a historic resource within a historic district or a proposed historic district subject to its review and approval is threatened with demolition by neglect, the commission may do either of the following:

(1) Require the owner of the resource to repair all conditions contributing to demolition by neglect.

(2) If the owner does not make repairs within a reasonable time, the historic district commission or its agents may enter the property and make such repairs as are necessary to prevent demolition by neglect. The cost of the work shall be charged to the owner, and may be levied by the City of Jackson as a special assessment against the property. The historic district commission or its agents may enter the property for purposes of this section upon obtaining on order from the circuit court.

(j) When work has been done upon a resource without a permit, and the historic district commission finds that the work does not qualify for a certificate of appropriateness, the commission may require an owner to restore the resource to the condition the resource was in before the inappropriate work or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the commission may seek an order from the circuit court to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not comply or cannot comply with the order of the court, the commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a certificate of appropriateness in accordance with the court's order. The costs of the work shall be charged to the owner, and may be levied by the local unit as a special assessment against the property. When acting pursuant to an order of the circuit court, the historic district commission or its agents may enter a property for purposes of this section.

(k) Plan for preservation. In the case of an application for repair or alteration affecting the exterior appearance of a historic resource or a building or structure within a historic district, or for the moving or demolition of a historic resource or a building or structure within a historic district, which the historic district commission deems so valuable to the City of Jackson, the State of Michigan, or the United States of America that the loss thereof will adversely affect the public purpose of the City of Jackson, the State of Michigan, or the United States of America, the historic district commission may endeavor to work out with the owner an economically feasible plan for preservation of said historic resource or a building or structure within a historic district.

(l) Certificates of appropriateness or rejection. The historic district commission shall file with the chief building inspector its certificate of appropriateness, notice to proceed or denial of an application for permission submitted to it for review. No work shall begin until the certificate or notice is filed, but in the case of denial, the certificate is binding on the chief building inspector, or other duly delegated authority, and no permit shall be issued in such case. The failure of the commission to issue a decision within thirty-two (32) days after the date the application for a permit was first presented to the historic district commission at a regular meeting, shall be deemed to constitute approval unless an extension is agreed upon mutually by the applicant and the historic district commission in writing.

* * * * *

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

ORDINANCE 2016 - ____

An Ordinance amending Section 13-9 of Chapter 13 of the Code of Ordinances of the City of Jackson, Michigan in an effort to expedite the appeal process by revising language adopted from the Local Historic Districts Act to safeguard the heritage of the City of Jackson.

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(b) All decisions of the historic district commission, that deny or modify an application for permission, must be in writing and served upon the applicant by personal service or by certified mail, return receipt requested.

(1) An applicant aggrieved by a decision of the historic district commission concerning a permit application may appeal that decision to the State Historic Preservation Review Board of the Michigan Historical Commission within the Department of State. All appeals to the State Historic Preservation Review Board concerning permit applications shall be filed within sixty (60) days after the decision of the historic district commission is received by the applicant. The applicant may submit all or part of the appellant's evidence and arguments in written form. An applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the

circuit court having jurisdiction over the Jackson Historic District Commission whose decision was appealed to the State Historic Preservation Review Board.

(2) Any citizen or duly organized historic preservation organization in the local unit, as well as resource property owners, jointly or severally aggrieved by a decision of the historic district commission may appeal the decision directly to the circuit court having jurisdiction over the Jackson Historic District Commission, except that a permit applicant aggrieved by a decision rendered under section 13-9(a) may not appeal to the court without first exhausting the right to appeal to the State Historic Preservation Review Board.

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(2) The relationship of any architectural features of the resource and its relationship to the historic value of the surrounding area.

(3) The general compatibility of the design, arrangement, texture, and materials proposed to be used.

(4) Other factors, such as aesthetic value, that the commission finds relevant.

(5) *Height.* All additions shall be no higher than the existing building or structure.

(6) *Second exit platforms.* Second exit shall not be applied to the front or sides of a building or structure, unless they are not visible from the street or unless such prohibition would endanger the safety of the inhabitants.

(7) *Solar apparatus.* Passive and active solar apparatus may be allowed only if such devices do not detract from the architectural integrity of a building or structure and are unobtrusive. Solar apparatus will not be permitted if such devices hide significant architectural features of a building or structure or neighboring buildings or structures, if their installation requires the loss of significant architectural features, or if they are such a large scale that they become a major feature of the design.

(8) *Repairs.* Repairs in materials that exactly duplicate the original in composition, texture and appearance are encouraged. Repairs in new materials that duplicate the original in texture and appearance may also be permitted.

Repairs in materials that do not duplicate the original in appearance may be permitted on an individual basis if the repairs are compatible with the character and materials of the existing building or structure and if repairs that duplicate the original in materials are prohibitively expensive.

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(10) *Additions and alterations to street facades.* The appearance of all street facades of a building or structure shall not be altered unless the design is sensitive to the historic character of a building or structure. Specifically, the design shall be compatible with the existing building in scale, color, texture and the proportion of solids to voids. Materials and architectural details used in such alterations and additions shall be in accordance with the Secretary of the Interior's standards.

(11) *Additions and alterations not visible from the street.* Additions and alterations that are not visible from streets contiguous to the lot lines may be permitted if their design is compatible with the scale of the existing building or structure, and if it is in accordance with the Secretary of the Interior's standards.

(12) *Repair, replacement, alterations, additions, or modifications to a roof.* Existing roofing that is repaired or replaced with roofing materials of the same or similar kind and quality as that currently existing on a building or structure may be approved by the building inspector without referring the application for permission to the historic district commission.

Further provided, that in order for the building inspector to approve the aforementioned roofing, all architectural details including, but not limited to, window trim, wood cornices and ornaments must either remain uncovered or be duplicated exactly in appearance and materials.

(d) An application for permission is not required for the construction, alteration, repair, moving or demolition of fences, downspouts, storm doors or storm windows. Nor is an application for permission needed for painting.

(e) Work within a historic district shall be permitted through the issuance of a notice to proceed by the historic district commission if any of the following conditions prevail and if the proposed work can be demonstrated by a finding of the commission to be necessary to substantially improve or correct any of the following conditions:

(1) The resource constitutes a hazard to the safety of the public or to the structure's occupants.

(2) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.

(3) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner.

(4) Retaining the resource is not in the interest of the majority of the community.

(f) The business that the historic district commission may perform shall be conducted at a public meeting of the commission held in compliance with the open meetings act, Act No. 267 of the Public Acts of 1976, as amended, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976, as amended. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the commission.

(g) The historic district commission shall keep a record of its resolutions, proceedings, and actions. A writing prepared, owned, used, in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the freedom of information act, Act No. 442 of the Public Acts of 1976, as amended, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

(h) The historic district commission shall adopt its own rules of procedure and shall adopt design review standards and guidelines for resource treatment to carry out its duties under this act.

(i) Upon a finding by the historic district commission that a historic resource within a historic district or a proposed historic district subject to its review and approval is threatened with demolition by neglect, the commission may do either of the following:

(1) Require the owner of the resource to repair all conditions contributing to demolition by neglect.

(2) If the owner does not make repairs within a reasonable time, the historic district commission or its agents may enter the property and make such repairs as are necessary to prevent demolition by neglect. The cost of the work shall be charged to the owner, and may be levied by the City of Jackson as a special assessment against the property. The historic district commission or its agents may enter the property for purposes of this section upon obtaining on order from the circuit court.

(j) When work has been done upon a resource without a permit, and the historic district commission finds that the work does not qualify for a certificate of appropriateness, the commission may require an owner to restore the resource to the condition the resource was in before the inappropriate work or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the commission may seek an order from the circuit court to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not comply or cannot comply with the order of the court, the commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a certificate of appropriateness in accordance with the court's order. The costs of the work shall be charged to the owner, and may be levied by the local unit

as a special assessment against the property. When acting pursuant to an order of the circuit court, the historic district commission or its agents may enter a property for purposes of this section.

(k) Plan for preservation. In the case of an application for repair or alteration affecting the exterior appearance of a historic resource or a building or structure within a historic district, or for the moving or demolition of a historic resource or a building or structure within a historic district, which the historic district commission deems so valuable to the City of Jackson, the State of Michigan, or the United States of America that the loss thereof will adversely affect the public purpose of the City of Jackson, the State of Michigan, or the United States of America, the historic district commission may endeavor to work out with the owner an economically feasible plan for preservation of said historic resource or a building or structure within a historic district.

(l) Certificates of appropriateness or rejection. The historic district commission shall file with the chief building inspector its certificate of appropriateness, notice to proceed or denial of an application for permission submitted to it for review. No work shall begin until the certificate or notice is filed, but in the case of denial, the certificate is binding on the chief building inspector, or other duly delegated authority, and no permit shall be issued in such case. The failure of the commission to issue a decision within thirty-two (32) days after the date the application for a permit was first presented to the historic district commission at a regular meeting, shall be deemed to constitute approval unless an extension is agreed upon mutually by the applicant and the historic district commission in writing.

* * * * *

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

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – September 20, 2016

SUBJECT: ***Fiduciary Agreement with the Ella Sharp Museum Collection of Donations for the Nevelson Restoration Project***

Recommendation: APPROVE the attached *Fiduciary Agreement* between the City of Jackson and the Ella Sharp Museum, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize 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 – September 20, 2016

RECOMMENDATION: APPROVE the attached *Fiduciary Agreement* between the City of Jackson and the Ella Sharp Museum, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

SUMMARY

The attached *Fiduciary Agreement* sets out the rights and responsibilities of the City of Jackson and the Ella Sharp Museum regarding the collection of donations for the restoration of the Nevelson sculpture.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson would like the Ella Sharp Museum to act as a fiduciary to collect donations for the restoration of the Nevelson Statue. Every month, the Ella Sharp Museum will provide the City of Jackson with an accounting of the donations collected. The Ella Sharp Museum will be compensated by retaining five (5%) percent of the donations collected and must disclose this to potential donors.

POSITIONS

APPROVE the attached *Fiduciary Agreement* between the City of Jackson and the Ella Sharp Museum, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

ATTACHMENTS: Fiduciary Agreement

FIDUCIARY AGREEMENT

This Agreement is made on the _____ day of _____, 2016, between the City of Jackson, Michigan (the "City"), a Michigan municipal corporation, and the Ella Sharp Museum Association of Jackson (the "Ella Sharp Museum"), a Michigan nonprofit corporation, which are referred to in this Agreement as the "Parties."

WHEREAS:

A. The City desires to restore and preserve the Nevelson Sculpture located in the City of Jackson, MI (the "Nevelson Project").

B. The City intends to raise funds for the Nevelson Project from donors.

C. The City wishes to have a nonprofit organization serve as a fiduciary agent to solicit, receive, hold, account, and distribute to the City the funds donated for the Nevelson Project.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.

2. The Ella Sharp Museum agrees to serve as a fiduciary agent on behalf of the City for the Nevelson Project. The Ella Sharp Museum agrees to solicit, receive, hold, account, and distribute the funds for the Nevelson Project to the City.

3. The Ella Sharp Museum shall create and maintain a separate and distinct account that shall be used solely for the purpose of soliciting, receiving, holding, accounting, and distributing the funds donated for the Nevelson Project to the City (herein referred to as the "Nevelson Project Account").

4. All donations received by the Ella Sharp Museum for the Nevelson Project shall be deposited and held in the Nevelson Project Account and shall be disbursed to the City pursuant to any disbursement schedule provided by the City or upon written request by the City.

5. On the last day of every month following the date of this Agreement, the Ella Sharp Museum shall provide to the City a financial statement describing the amount of money that the Nevelson Project Account received that month, the names of all donors to the Nevelson Project for that month, the amount the Ella Sharp Museum retained for itself that month, the total balance in the Nevelson Project Account, all distributions from the Nevelson Project Account for that month, the total amount of distributions from the Nevelson Project since the inception of the account, and the total amount retained by the Ella Sharp Museum since the inception of the account.

6. The City shall have the right to inspect, examine, review, audit, and receive copies of all records, documents, or other materials created, maintained, or held by the Ella Sharp Museum (or agent thereof) for or involving in any way the Nevelson Project Account or donations received by the Ella Sharp Museum for the Nevelson Project at any time following written notice by the City.

7. The Ella Sharp Museum acknowledges and understands that the City must comply with the Freedom of Information Act (the "FOIA"), PA 442 of 1976 as amended. The Ella Sharp Museum is a fiduciary and agent of the City for the purposes of the Nevelson Project. For the purposes of the Nevelson Project, the Ella Sharp Museum shall retain all records concerning the Nevelson Project or the Nevelson Project Account in accordance with the FOIA. The Ella Sharp Museum shall provide any and all records

concerning the Nevelson Project or the Nevelson Project Account to the City in a reasonably timely manner so as to allow the City to comply with a FOIA request for the records. This Agreement does not confer any rights or benefits in addition to what is required by law under the FOIA to a person or entity making a FOIA request for records to the City.

8. The Ella Sharp Museum shall be allowed to retain five percent (5%) of all donations made to the Ella Sharp Museum for the Nevelson Project that are deposited in the Nevelson Project Account. The Ella Sharp Museum shall provide written disclosure to every donor that donates to the Ella Sharp Museum for the Nevelson Project that the Ella Sharp Museum is retaining five percent (5%) of all donations deposited in the Nevelson Project Account.

9. If a donor wishes to donate or make a contribution directly to the City (and not to the Ella Sharp Museum) for the Nevelson Project, the Ella Sharp Museum shall not be entitled to nor shall receive any amount of the donation or contribution that is made directly to the City.

10. If the City and Ella Sharp Museum jointly apply for a grant award for the Nevelson Project and the grant award explicitly provides that a percentage or amount of the grant may or shall be used for administrative purposes or costs, the Ella Sharp Museum shall be allowed to retain: 1) no more than five percent (5%) of the total grant award, or 2) the specified percentage or amount of the grant award that may or shall be used for administrative purposes or costs, whichever amount is less.

11. If the City solely applies for a grant award for the Nevelson Project, the Ella Sharp Museum shall not be entitled to receive any amount of the grant award.

12. This Agreement shall be in effect and continue until the sculpture is refurbished or the project is cancelled; however, either party to this Agreement may terminate this Agreement by serving a written notice of termination on the other party. The termination of this Agreement shall be effective thirty (30) days after the written notice of termination is served on the other party. Upon the termination of this agreement, all funds in the Nevelson Project Account shall be immediately distributed to the City. At the time of the termination of this Agreement, the Ella Sharp Museum shall provide to the City a financial statement describing the amount of money that the Nevelson Project Account received since the inception of the account, the total amount of money retained by Ella Sharp Museum, and the total amount of distributions from the Ella Sharp Museum to the City since the inception of the Nevelson Project Account.

FIDUCIARY RELATIONSHIP AND DUTIES

13. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.

14. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.

15. The Parties agree that any action relating to this Agreement shall be governed by the laws of the State of Michigan.

16. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.

17. This Agreement does not create any rights or benefits for persons or entities claiming to be third party beneficiaries of this Agreement.

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

19. This Agreement, upon its acceptance by the parties, shall constitute the entire Agreement and understanding between the parties and supersedes all prior and contemporaneous negotiations, representations, and agreements, whether written or oral, with respect to the subject matter herein.

The Parties have signed this Agreement by its authorized officers or agents on the dates listed below:

City of Jackson, Michigan	Ella Sharp Museum Association of Jackson
_____	_____
Name Printed:	Name Printed:
Its:	Its:
Date:	Date:

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager PHB

DATE: September 20, 2016

SUBJECT: Award Four (4) Demolition Contracts in the Total Amount of $228,101 Utilizing Community Development Block Grant (CDBG) and City Demolition Funds

---

Recommendation:

Award four (4) demolition contracts in the total amount of $228,101 follows:

CDBG Funding $129,996

- Smalley Construction $111,620
- Lester Brothers $18,376

City Demolition Funds $98,105

- Salenbien Trucking & Excavating $27,750
- Smalley Construction $70,335

Attached are memoranda from Jennifer Morris, Director of the Department of Neighborhood & Economic Development, regarding the award of four (4) demolition contracts in the total amount of $228,101 utilizing two (2) different funding sources.

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

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

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

DATE: September 20, 2016

RECOMMENDATION: Award Two (2) Demolition Contracts in the Total Amount of $129,996 Utilizing Community Development Block Grant (CDBG) Funds

---

SUMMARY

Award two (2) demolition contracts in the total amount of $129,996 utilizing the CDBG funds to demolish nine (9) structures as follows:

Smalley Construction $111,620.00
Lester Brothers $18,376.00

BUDGETARY CONSIDERATIONS

These expenses are budgeted through the City's 2015 CDBG demolition activity.

HISTORY, BACKGROUND and DISCUSSION

On September 7, 2016, sealed bids were received to demolish nine (9) properties meeting the eligibility criteria under the CDBG program. When bidding for demolition contracts, contractors are required to submit pricing for the entire package and individual units (cost to demolish an individual structure); contractors also have the option to submit an alternate, discounted bid if awarded the entire package. Each bid package was carefully scrutinized separately to determine the most advantageous pricing for the City.

DISCUSSION OF THE ISSUE

Four (4) contractors submitted sealed bids. Results of the analysis determined the City would realize the greatest cost savings by awarding multiple contracts based on individual unit prices:

Bid Type	Contractor	Total Amount	Savings to City
Overall Low Bid	Smalley Construction	$130,800	
Individual Pricing	**Various**	**$129,996**	**$804**
Low Alternate Bid	Salenbien Trucking	$162,000	

POSITIONS

Requested action is for City Council to award two (2) demolition contracts in the total amount of $129,996 to demolish nine (9) residential structures with CDBG funds as follows:

Contractor	No. of Properties	Amount
Smalley Construction	8	$111,620.00
Lester Brothers	1	$18,376.00
	Total:	**$129,996.00**

ATTACHMENTS

- Bid Tabulation
- Cost Analysis

BID TABULATION FOR
DEMOLITION OF NINE (9) CONDEMNED PROPERTIES
CDBG FUNDED
WEDNESDAY, SEPTEMBER 7, 2016, 10:00 AM

			Smalley Construction 131 S. Main St. Scottville, MI 49454			Lester Brothers 5405 E. Michigan Avenue Jackson, MI 49201			Salenbien Trucking and Excavating 9217 Ann Arbor Rd. Dundee, MI 48131			Blue Star Inc. 21950 Hoover Warren, MI 48089		
ITEM NO	ADDRESS LOCATION	BUILDING TYPE	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST
1	107 W. Addison	HOUSE	11,330.00	710.00	12,040.00	14,210.00	1,300.00	15,510.00	13,000.00	710.00	13,710.00	19,700.00	800.00	20,500.00
2	124 W. Wilkins	HOUSE	12,940.00	800.00	13,740.00	16,858.00	850.00	17,708.00	19,500.00	800.00	20,300.00	31,300.00	1,000.00	32,300.00
3	229 N. Wisner	HOUSE and GARAGE	10,830.00	700.00	11,530.00	13,531.00	1,200.00	14,731.00	16,000.00	700.00	16,700.00	18,600.00	800.00	19,400.00
4	229 Orange	HOUSE	13,980.00	5,200.00	19,180.00	11,126.00	7,250.00	18,376.00	13,500.00	5,200.00	18,700.00	16,100.00	5,800.00	21,900.00
5	411 Homewild	HOUSE	9,380.00	0.00	9,380.00	11,906.00	0.00	11,906.00	15,500.00	0.00	15,500.00	14,500.00	0.00	14,500.00
6	701 Oakhill	HOUSE and GARAGE	10,600.00	4,750.00	15,350.00	12,173.00	5,550.00	17,723.00	12,000.00	4,750.00	16,750.00	19,600.00	5,300.00	24,900.00
7	705 E. North	HOUSE and GARAGE	13,370.00	710.00	14,080.00	17,395.00	1,565.00	18,960.00	15,000.00	710.00	15,710.00	17,900.00	800.00	18,700.00
8	811 Fourth	HOUSE and GARAGE	12,960.00	5,300.00	18,260.00	19,577.00	7,600.00	27,177.00	21,500.00	5,300.00	26,800.00	17,900.00	5,800.00	23,700.00
9	16161 Deyo	HOUSE	16,740.00	500.00	17,240.00	21,268.00	650.00	21,918.00	25,000.00	500.00	25,500.00	21,700.00	600.00	22,300.00
Total Bid			112,130.00	18,670.00	130,800.00	138,044.00	25,965.00	164,009.00	151,000.00	18,670.00	169,670.00	177,300.00	20,900.00	198,200.00
Discount if awarded all 9 properties									162,000.00					

CDBG Eligible Demolitions

Bid Opening 9/7/16

	PIN	Address	Structure	Units	Ward	Smalley	Lester	Salenbien	Blue Star	Low Unit Cost
1	5-150600000	107 W Addison St	House	1	1	$ 12,040.00	$ 15,510.00	$ 13,710.00	$ 20,500.00	$ 12,040.00
2	6-101800000	1616 Deyo St	House	1	2	$ 17,240.00	$ 21,918.00	$ 25,500.00	$ 22,300.00	$ 17,240.00
3	3-195100000	811 Fourth St	House/Garage	1	5	$ 18,260.00	$ 27,177.00	$ 26,800.00	$ 23,700.00	$ 18,260.00
4	7-031700000	411 Homewild Ave	House	1	5	$ 9,380.00	$ 11,906.00	$ 15,500.00	$ 14,500.00	$ 9,380.00
5	8-164100000	705 E North St	House/Garage	1	3	$ 14,080.00	$ 18,960.00	$ 15,710.00	$ 18,700.00	$ 14,080.00
6	2-106700000	701 Oakhill Ave	House/Garage	1	4	$ 15,350.00	$ 17,723.00	$ 16,750.00	$ 24,900.00	$ 15,350.00
7	7-105600000	229 Orange St	House	1	2	$ 19,180.00	$ 18,376.00	$ 18,700.00	$ 21,900.00	$ 18,376.00
8	4-076500000	124 W Wilkins St	House	1	5	$ 13,740.00	$ 17,708.00	$ 20,300.00	$ 32,300.00	$ 13,740.00
9	2-025600000	229 N Wisner St	House/Garage	1	4	$ 11,530.00	$ 14,731.00	$ 16,700.00	$ 19,400.00	$ 11,530.00
					Total:	**$ 130,800.00**	**$ 164,009.00**	**$ 169,670.00**	**$ 198,200.00**	**$ 129,996.00**
					Alternate Discounted Bid:	**n/a**	**n/a**	**$ 162,000.00**	**n/a**	

Individual Unit Prices Low Bid

Number of Low Bids	8	1	0	0
% Package	88.9%	11.1%	0.0%	0.0%
Amount	$ 111,620.00	$ 18,376.00	$ -	$ -

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

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

DATE: September 20, 2016

RECOMMENDATION: Award Two (2) Demolition Contracts in the Total Amount of $98,105 Utilizing City Demolition Funds

---

SUMMARY

Award two (2) demolition contracts in the total amount of $98,105 utilizing the City Demolition funds as follows:

Salenbien Trucking & Excavating $27,750
Smalley Construction $70,335

BUDGETARY CONSIDERATIONS

These expenses are budgeted through the City's 2016-2017 Demolition Fund.

HISTORY, BACKGROUND and DISCUSSION

On September 7, 2016, sealed bids were received to demolish four (4) properties upheld by the Building Code Board of Examiners and Appeals and one (1) bank donation. When bidding for demolition contracts, contractors are required to submit pricing for the entire package and individual units (cost to demolish an individual structure); contractors also have the option to submit an alternate, discounted bid if awarded the entire package. Each bid package was carefully scrutinized separately to determine the most advantageous pricing for the City.

DISCUSSION OF THE ISSUE

Four (4) contractors submitted sealed bids. Results of the analysis determined the City would realize the greatest cost savings by awarding multiple contracts based on individual unit prices:

Bid Type	Contractor	Total Amount	Savings to City
Overall Low Bid	Smalley Construction	$98,835.00	
Individual Pricing	**Various***	**$98,105.00**	**$730.00**
Low Alternate Bid	*None submitted*		

POSITIONS

Requested action is for City Council to award two (2) demolition contracts in the total amount of $98,105 to demolish five (5) structures with City Demolition Funds as follows:

Contractor	No. of Properties	Amount
Salenbien Trucking & Excavating	1	$27,750.00
Smalley Construction	4	$70,355.00
	Total:	**$98,105.00**

ATTACHMENTS

- Bid Tabulation
- Cost Analysis

BID TABULATION FOR
DEMOLITION OF FIVE (5) CONDEMNED PROPERTIES
NON-CDBG FUNDED
SEPTEMBER 7, 2016, 10:00 AM

			Smalley Construction 131 S. Main St. Scottville, MI 49454			Lester Brothers 5405 E. Michigan Avenue Jackson, MI 49201			Salenbien Trucking and Excavating 9217 Ann Arbor Rd. Dundee, MI 48131			Blue Star Inc. 21950 Hoover Warren, MI 48089		
ITEM NO	ADDRESS LOCATION	BUILDING TYPE	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST
1	128 S. Forbes	Commercial Structure	27,730.00	750.00	28,480.00	32,346.00	500.00	32,846.00	27,000.00	750.00	27,750.00	36,000.00	900.00	36,900.00
2	310 Second	HOUSE	21,720.00	700.00	22,420.00	41,664.00	800.00	42,464.00	22,000.00	700.00	22,700.00	24,000.00	900.00	24,900.00
3	328 E. Prospect	HOUSE	10,120.00	1,250.00	11,370.00	14,590.00	850.00	15,440.00	19,000.00	1,250.00	20,250.00	24,400.00	1,500.00	25,900.00
4	915 First	HOUSE	19,260.00	1,475.00	20,735.00	30,442.00	2,150.00	32,592.00	21,000.00	1,475.00	22,475.00	25,200.00	1,700.00	26,900.00
5	1031 Francis	HOUSE	15,130.00	700.00	15,830.00	27,600.00	750.00	28,350.00	27,000.00	700.00	27,700.00	24,900.00	900.00	25,800.00
Total Bid			93,960.00	4,875.00	98,835.00	146,642.00	5,050.00	151,692.00	116,000.00	4,875.00	120,875.00	134,500.00	5,900.00	140,400.00
Discount if awarded all 5 properties									115,000.00					

City Funded Demolitions

Bid Opening 9/7/16

	PIN	Address	Structure	Units	Ward	Smalley	Lester	Salenbien	Blue Star	Low Unit Cost
1	4-119000000	915 First St	House	1	1	$ 20,735.00	$ 32,592.00	$ 22,475.00	$ 26,900.00	$ 20,735.00
2	6-080100000	128 S Forbes St	Commercial	0	2	$ 28,480.00	$ 32,846.00	$ 27,750.00	$ 36,900.00	$ 27,750.00
3	5-105600000	1031 Francis St	House	1	1	$ 15,830.00	$ 28,350.00	$ 27,700.00	$ 25,800.00	$ 15,830.00
4	5-207700000	328 E Prospect St	House/Garage	1	1	$ 11,370.00	$ 15,440.00	$ 20,250.00	$ 25,900.00	$ 11,370.00
5	3-010800000	310 Second St	House	2	5	$ 22,420.00	$ 42,464.00	$ 22,700.00	$ 24,900.00	$ 22,420.00
					Total:	**$ 98,835.00**	**$ 151,692.00**	**$ 120,875.00**	**$ 140,400.00**	$ 98,105.00
					Alternate Discounted Bid:	**n/a**	**n/a**	**$ 115,000.00**	**n/a**	

Individual Unit Prices Low Bid

Number of Low Bids	4	0	1	0
% Package	80.0%	0.0%	20.0%	0.0%
Amount	$ 70,355.00	$ -	$ 27,750.00	$ -

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager

DATE: September 20, 2016

SUBJECT: Franklin Street – First Street to West Avenue Conversion to Two-Way Traffic

---

Recommendation:

> **Approval of Traffic Control Orders 2220 through 2228 to Convert Franklin Street between First Street and West Avenue from One-Way Westbound to Two-Way Traffic.**

Attached is a report and Traffic Control Orders from Jon Dowling, City Engineer to establish two-way traffic on Franklin Street from First Street to West Avenue.

I recommend approval of Traffic Control Orders 2220 through 2228. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

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

DATE: September 20, 2016

RECOMMENDATION: **Approval of Traffic Control Orders 2220-2228 to Convert Franklin Street between First Street and West Avenue from One-Way Westbound to Two-Way Traffic.**

SUMMARY

Traffic Control Orders are needed to accomplish the conversion of Franklin Street between First Street and West Avenue from one-way westbound to two-way traffic.

BUDGETARY CONSIDERATIONS

The estimated cost for barricades, temporary signage and pavement marking during the conversion to two-way traffic, is $14,000, to be paid out of Major Street Funds.

HISTORY, BACKGROUND and DISCUSSION

Franklin Street between First Street and West Avenue has been one-way westbound for many years. Engineering received a request to review the traffic pattern and the possibility of establishing two-way traffic on this portion of Franklin Street. The City has followed a procedure on past streets with the conversion from one-way to two-way which will be used on Franklin Street. The procedure requires barricading off the lanes that will be used in the opposite direction from the one-way street for two weeks, to train motorists that a change is coming, while leaving barrels in the center for two more weeks after two-way traffic has started.

DISCUSSION OF THE ISSUE

Traffic Control orders (see attached) were prepared as follows for the various necessary to accomplish the change to two-way traffic:

TCO 2220: To establish two-way traffic.
TCO 2221: To require eastbound and westbound traffic to stop prior to entering the Franklin and First Street intersection.
TCO 2222: To establish parking regulations on Franklin Street from First Street to Second Street.
TCO 2223: To establish parking regulations on Franklin Street from Second Street to Third Street.
TCO 2224: To establish parking regulations on Franklin Street from Third Street to Fourth Street.
TCO 2225: To establish parking regulations on Franklin Street from Fourth Street to Fifth Street.
TCO 2226: To establish parking regulations on Franklin Street from Fifth Street to Sixth Street.
TCO 2227: To establish parking regulations on Franklin Street from Sixth Street to Seventh Street.
TCO 2228: To establish parking regulations on Franklin Street from Seventh Street to West Avenue.

POSITIONS

It is the recommendation of Engineering that Traffic Control Orders 2220-2228 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

P:\TRAFFIC\tco\TCO cover memos\TCO 2220-2228 report to council.docx

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2220

LOCATION: Franklin, First Street to West Avenue
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

At the request of the City Manager review possibility of changing Franklin Street from one way westbound to two-way traffic flow.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Traffic on Franklin Street from First Street to West Avenue shall be able to travel either east or westbound. This TCO rescinds TCOs 0663 and 0907.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2221

LOCATION: Franklin Street at First Street
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

At the request of the City Manager review possibility of changing Franklin Street from one way westbound to two-way traffic.

BY JON H. DOWLING, P.E.

RECOMMENDATION

East and westbound traffic on Franklin Street shall be required to stop prior to entering the intersection at First Street.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2222

LOCATION: Franklin Street, First Street to Second Street
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create Traffic Control Orders for parking regulations on Franklin Street from First Street to Second Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

On the north side of Franklin Street from First Street to Second Street parking shall be prohibited, except for the west 105 feet of First Street.

On the south side of Franklin Street from First Street to 105 feet west of First Street, and from Second Street to 50 feet east of Second Street, parking shall be prohibited.

This TCO rescinds TCO 0240.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2223

LOCATION: Franklin Street, Second Street to Third Street
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create Traffic Control Orders for parking regulations on Franklin Street from Second Street to Third Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

On the north side of Franklin Street from Second Street to Third Street parking shall be prohibited.

On the south side of Franklin Street from Second Street to 15 feet west of Second Street and from 28 feet east of Third Street parking shall be prohibited.

This TCO rescinds TCO 0165.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2224

LOCATION: Franklin Street, Third Street to Fourth Street
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create Traffic Control Orders for parking regulations on Franklin Street from Third Street to Fourth Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

On the north side of Franklin Street from Third Street to Fourth Street parking shall be prohibited.

On the south side of Franklin Street Third Street to 28 feet west of Third Street parking shall be prohibited.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2225

LOCATION: Franklin Street, Fourth Street to Fifth Street
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create Traffic Control Orders for parking regulations on Franklin Street from Fourth Street to Fifth Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

On the north side of Franklin Street from Fourth Street to Fifth Street parking shall be prohibited.

On the south side of Franklin Street from Fifth Street to 36 feet east of Fifth Street parking shall be prohibited.

This TCO rescinds TCOs 0237 and 0237b.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2226

LOCATION: Franklin Street, Fifth Street to Sixth Street
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create Traffic Control Orders for parking regulations on Franklin Street from Fifth Street to Sixth Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

On the north side of Franklin Street from Fifth Street to Sixth Street parking shall be prohibited.

This TCO rescinds TCOs 0236 and 0236b.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____
☐	☐	☐	☐	☐	☐	☐	☐	☐

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2227

LOCATION: Franklin Street, Sixth Street to Seventh Street
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create Traffic Control Orders for parking regulations on Franklin Street from Sixth Street to Seventh Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

On the north side of Franklin Street from Sixth Street to Seventh Street parking shall be prohibited.

This TCO rescinds TCOs 0235a and 0235b.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2228

LOCATION: Franklin Street, Seventh Street to West Avenue
DATE: September 20, 2016
ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create Traffic Control Orders for parking regulations on Franklin Street from Seventh Street to West Avenue.

BY JON H. DOWLING, P.E.

RECOMMENDATION

On the north side of Franklin Street from Seventh Street to West Avenue parking shall be prohibited.

On the south side of Franklin Street from Seventh Street to West Avenue parking shall be prohibited, except on the south side 30-minute parking is permitted from 32 feet east of West Avenue to 100 feet east of West Avenue.

This TCO rescinds TCO 0234.

APPROVED ☐ **REJECTED** ☐ **DATE:** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	☐
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other_____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

N.
WEB
NORFOLK
WILDWOOD AVE.
LYDIA ST.
HOMEC
W.
PEARL
HAYES
N. JACKSON
W. MICHIGAN AVE.
CORTLAND ST.
W.
WASHINGTON AVE.
COUNTY COURT BLDG
W.
WESLEY ST.
W.
FRANKLIN ST.
W.
FRANKLIN
ST.
MASON
BLVD
SEVENTH ST.
SIXTH ST.
FIFTH ST.
FOURTH ST.
THIRD ST.
SECOND ST.
FIRST ST.
BLACKSTONE
GREENWOOD PL.
CHRISTY AVE.
S.
WILSON SCHOOL
W.
MORRELL
MORRELL ST.
UNION ST.
AVE.
ELMWOOD AVE.
SECOND CT.
GREENWOOD
MT. EVERGREEN CEMETERY (CITY OWNED)
S. JACKSON ST.
S. WEBSTER ST.
S. GRINNELL ST.
GLENWOOD AVE.
MC BRIDE ST.
HARWOOD ST.
OAKDALE AVE.
GARFIELD ST.
WEST AVE.
WOODLAWN AVE.
MC NEAL ST.
SBURG AVE
GETTYSBURG
AVE
ROSEDALE PL.
AVE.
LOESER
HIGHLAND
MOUND
WINONA PL.
S.
LAWRENCE
LINWOOD
W.
W. HIGH ST.
RANDOLPH ST.
ST
ST
DOUGLAS ST.
MOUND
DOUGLAS CT.
DOUGLAS
ST
SHELDON
WOODSUM
GRISWOLD
GRISWOLD SCHOOL
ST

JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager

DATE: September 20, 2016

SUBJECT: **Change Order 2 to the Downtown Street and Parking Lot Rehabilitation Contract with Bailey Excavating, Inc.**

Recommendation:

> **Approve Change Order 2 to the contract with Bailey Excavating, Inc. for Downtown Street and Parking Lot Rehabilitation in the increased amount of $374,576.22 for the construction of a parking lot on the vacant parcel at 209 W. Louis Glick Hwy., and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 2 for the Downtown Street and Parking Lot Rehabilitation project.

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

PHB

Attachments

DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Manager

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

DATE: September 20, 2016

RECOMMENDATION: **Approve Change Order 2 to the contract with Bailey Excavating, Inc. for Downtown Street and Parking Lot Rehabilitation in the increased amount of $374,576.22 for the construction of a parking lot on the vacant parcel at 209 W. Louis Glick Hwy., and authorize the City Manager and City Engineer to execute the appropriate document.**

SUMMARY

The attached Change Order 2 is for the construction of a parking lot on the vacant parcel at 209 W. Louis Glick Hwy.

BUDGETARY CONSIDERATIONS

This change order represents an increase of $374,576.22, bringing the current contract amount to $2,032,227.18.

HISTORY, BACKGROUND and DISCUSSION

On July 12, 2016, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of $1,648,650.96. This contract is for the milling and repaving of two downtown parking lots and Jackson, Mechanic and Francis Streets between Washington Avenue and Glick Highway. Included in this contract is the construction of new curbed bump-outs with new sidewalk ramps at intersections throughout the three project zones. On September 6, 2016, City Council approved Change Order 1 to install new sanitary and storm service to the vacant lot at 224 N. Jackson St., revising the contract amount to $1,657,650.96.

DISCUSSION OF THE ISSUE

With the construction of the proposed building at 209 W. Louis Glick Hwy., the City is going to build a City-owned parking lot. Construction will proceed in phases with preliminary work being completed in the fall of 2016 to provide a laydown area to be used during building construction. Construction of the parking lot will be completed in the spring of 2017.

POSITIONS

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

ATTACHMENTS

CHANGE ORDER NO. 2
To Contract for
2016 Downtown Street and Parking Lot Rehabilitation
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	**$ 1,648,650.96**
APPROVED CHANGE ORDER NO. 1	**$ 9,000.00**
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 1,657,650.96**
CHANGE ORDER NO. 2	**$ 374,576.22**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	**$ 2,032,227.18**

REASON FOR CHANGE:

To construct a parking lot on the vacant parcel at 209 W. Louis Glick Hwy.

CONTRACT COMPLETION:

The contract completion time is extended to June 30, 2017.

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

ACCEPTED BY:

_____ _____
Bailey Excavating, Inc. Date:

ACCEPTED BY:

_____ _____
Jon H. Dowling, P.E., City Engineer Date:

ACCEPTED BY:

_____ _____
Patrick H. Burtch, City Manager Date:

DOWNTOWN STREET AND PARKING LOT REHABILITATION

CHANGE ORDER NUMBER 2

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

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1500001	Mobilization, Max	1.00	0.00	1.00	LS	$95,000.00	$ -	$ -
0002	2020004	Tree, Rem, 6 inch to 18 inch	9.00	0.00	9.00	Ea	$400.00	$ -	$ -
0003	2030011	Dr Structure, Rem	4.00	0.00	4.00	Ea	$500.00	$ -	$ -
0004	2030015	Sewer, Rem, Less than 24 inch	158.00	0.00	158.00	Ft	$20.00	$ -	$ -
0005	2040020	Curb and Gutter, Rem	3,466.00	674.00	4,140.00	Ft	$10.00	$ 6,740.00	$ -
0006	2040045	Masonry and Conc Structure, Rem	17.00	10.00	27.00	Cyd	$100.00	$ 1,000.00	$ -
0007	2040055	Sidewalk, Rem	2,472.00	253.00	2,725.00	Syd	$10.00	$ 2,530.00	$ -
0008	2040080	Exploratory Investigation, Vertical	100.00	10.00	110.00	Ft	$75.00	$ 750.00	$ -
0009	2047001	_ Pavt Sawcut	6,878.00	1,252.00	8,130.00	Ft	$3.00	$ 3,756.00	$ -
0010	2047011	_ Driveway Rem	394.00	0.00	394.00	Syd	$12.00	$ -	$ -
0011	2047011	_ Pavt, Rem, Modified	3,136.00	0.00	3,136.00	Syd	$15.00	$ -	$ -
0012	2047050	_ Decorative Bollard, Rem	12.00	0.00	12.00	Ea	$250.00	$ -	$ -
0013	2050031	Non Haz Contam Mat'l Handling & Disp, LM	30.00	20.00	50.00	Cyd	$75.00	$ 1,500.00	$ -
0014	2050041	Subgrade Undercutting, Type II	210.00	100.00	310.00	Cyd	$45.00	$ 4,500.00	$ -
0015	2057002	_ Roadway Grading, Special	32.00	0.00	32.00	Sta	$2,250.00	$ -	$ -
0016	2057021	_ Flowable Fill, Non-Structural	10.00	0.00	10.00	Cyd	$150.00	$ -	$ -
0017	2057051	_ Mass Grading, Lot 6	1.00	0.00	1.00	LS	$30,000.00	$ -	$ -
0018	2057051	_ Mass Grading, Lot 9	1.00	0.00	1.00	LS	$30,000.00	$ -	$ -
0019	2080016	Erosion Control, Gravel Access Approach	2.00	1.00	3.00	Ea	$5,000.00	$ 5,000.00	$ -
0020	2080036	Erosion Control, Silt Fence	350.00	300.00	650.00	Ft	$2.50	$ 750.00	$ -
0021	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	59.00	7.00	66.00	Ea	$150.00	$ 1,050.00	$ -
0022	2087050	_ Erosion Control, Inlet Protection, Sediment Trap, Round	19.00	2.00	21.00	Ea	$200.00	$ 400.00	$ -
0023	2090001	Project Cleanup	1.00	0.00	1.00	LS	$17,000.00	$ -	$ -
0024	3020020	Aggregate Base, 8 inch	4,313.00	2,537.00	6,850.00	Syd	$9.30	$ 23,594.10	$ -
0025	3060020	Maintenance Gravel	241.00	0.00	241.00	Ton	$27.00	$ -	$ -
0026	4021202	Sewer Tap, 8 inch	4.00	0.00	4.00	Ea	$500.00	$ -	$ -
0027	4021204	Sewer Tap, 12 inch	2.00	0.00	2.00	Ea	$750.00	$ -	$ -
0028	4027001	_ Sewer Backfill, Class II	844.00	372.00	1,216.00	Ft	$25.00	$ 9,300.00	$ -
0029	4027001	_ Sewer, CI E, 12 inch	542.00	180.00	722.00	Ft	$60.00	$ 10,800.00	$ -
0030	4027001	_ Sewer, DI, 8 inch	356.00	20.00	376.00	Ft	$75.00	$ 1,500.00	$ -
0031	4030005	Dr Structure Cover, Adj, Case 1	128.00	5.00	133.00	Ea	$350.00	$ 1,750.00	$ -
0032	4030280	Dr Structure, Adj, Add Depth	4.00	1.00	5.00	Ft	$450.00	$ 450.00	$ -
0033	4030312	Dr Structure, Tap, 12 inch	13.00	1.00	14.00	Ea	$750.00	$ 750.00	$ -
0034	4037030	_ Sewer, Fittings, DI	350.00	100.00	450.00	Lb	$5.00	$ 500.00	$ -
0035	4037050	_ Catch Basin, ADA	1.00	0.00	1.00	Ea	$600.00	$ -	$ -
0036	4037050	_ Catch Basin Cover, Curb	24.00	4.00	28.00	Ea	$600.00	$ 2,400.00	$ -
0037	4037050	_ Catch Basin, 24 inch dia	3.00	1.00	4.00	Ea	$900.00	$ 900.00	$ -
0038	4037050	_ Catch Basin, 48 inch dia	20.00	3.00	23.00	Ea	$1,500.00	$ 4,500.00	$ -
0039	4037050	_ Dr Structure, Temp Lowering, Modified	76.00	0.00	76.00	Ea	$250.00	$ -	$ -
0040	4037050	_ Mh Cover, Short	2.00	0.00	2.00	Ea	$500.00	$ -	$ -
0041	4037050	_ Mh Cover, Std	53.00	1.00	54.00	Ea	$500.00	$ 500.00	$ -
0042	5010002	Cold Milling HMA Surface	23,814.00	0.00	23,814.00	Syd	$3.30	$ -	$ -
0043	5010025	Hand Patching	417.00	15.00	432.00	Ton	$90.00	$ 1,350.00	$ -
0044	5010033	HMA, 13A	3,914.00	506.00	4,420.00	Ton	$55.00	$ 27,830.00	$ -
0045	5017011	_ HMA Surface, Rem, Modified	2,144.00	187.00	2,331.00	Syd	$10.00	$ 1,870.00	$ -
0046	5017011	_ Surface Seal	8,670.00	0.00	8,670.00	Syd	$1.50	$ -	$ -
0047	6020015	Conc Base Cse, Nonreinf, 6 inch	1,983.00	0.00	1,983.00	Syd	$32.20	$ -	$ -
0048	6020057	Conc Pavt, Misc, Nonreinf, 9 1/2 inch	266.00	236.00	502.00	Syd	$46.00	$ 10,856.00	$ -
0049	6030005	Cement	14.00	3.00	17.00	Ton	$250.00	$ 750.00	$ -
0050	6030021	Joint, Expansion, Erg	268.00	36.00	304.00	Ft	$15.00	$ 540.00	$ -

DOWNTOWN STREET AND PARKING LOT REHABILITATION

CHANGE ORDER NUMBER 2

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

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0051	8010005	Driveway, Nonreinf Conc, 6 inch	412.00	0.00	412.00	Syd	$36.80	$ -	$ -
0052	8020025	Curb and Gutter, Conc, Det C6	84.00	377.00	461.00	Ft	$19.50	$ 7,351.50	$ -
0053	8020038	Curb and Gutter, Conc, Det F4	5,485.00	1,616.00	7,101.00	Ft	$18.80	$ 30,380.80	$ -
0054	8020039	Curb and Gutter, Conc, Det F5	223.00	0.00	223.00	Ft	$20.70	$ -	$ -
0055	8020050	Driveway Opening, Conc, Det M	126.00	41.00	167.00	Ft	$20.70	$ 848.70	$ -
0056	8030010	Detectable Warning Surface	377.00	10.00	387.00	Ft	$38.00	$ 380.00	$ -
0057	8030034	Sidewalk Ramp, Conc, 4 inch	1,285.00	204.00	1,489.00	Sft	$4.60	$ 938.40	$ -
0058	8030036	Sidewalk Ramp, Conc, 6 inch	4,381.00	0.00	4,381.00	Sft	$6.00	$ -	$ -
0059	8030044	Sidewalk, Conc, 4 inch	7,438.00	102.00	7,540.00	Sft	$3.45	$ 351.90	$ -
0060	8030046	Sidewalk, Conc, 6 inch	4,850.00	1,984.00	6,834.00	Sft	$4.20	$ 8,332.80	$ -
0061	8037010	_ Sidewalk, Brick Pavers, Rem	1,500.00	0.00	1,500.00	Sft	$2.50	$ -	$ -
0062	8100340	Post Hole Through Conc for Steel Post	30.00	2.00	32.00	Ea	$100.00	$ 200.00	$ -
0063	8100371	Post, Steel, 3 lb	655.00	130.00	785.00	Ft	$6.05	$ 786.50	$ -
0064	8100403	Sign, Type III, Rem	15.00	0.00	15.00	Ea	$50.00	$ -	$ -
0065	8100404	Sign, Type IIIA	6.00	0.00	6.00	Sft	$17.05	$ -	$ -
0066	8100405	Sign, Type IIIB	800.00	20.00	820.00	Sft	$17.05	$ 341.00	$ -
0067	8110040	Pavt Mrkg,Ovly Cld Plas,12",X-Hat,Yellow	108.00	0.00	108.00	Ft	$5.00	$ -	$ -
0068	8110045	Pavt Mrkg,Ovly Cold Plastic,24",Stop Bar	462.00	0.00	462.00	Ft	$10.00	$ -	$ -
0069	8110052	Pavt Mrkg, Ovly Cold Plastic, Access Sym	19.00	2.00	21.00	Ea	$302.50	$ 605.00	$ -
0070	8110063	Pavt Mrkg,Ovly Cold Plastic,Lt Tn Ar Sym	14.00	0.00	14.00	Ea	$137.50	$ -	$ -
0071	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	18.00	0.00	18.00	Ea	$132.00	$ -	$ -
0072	8110069	Pavt Mrkg,Ovly Cold Plastic,Railroad Sym	1.00	0.00	1.00	Ea	$330.00	$ -	$ -
0073	8110078	Pavt Mrkg,Ovly Cold Plastic,Thru Ar Sym	4.00	0.00	4.00	Ea	$121.00	$ -	$ -
0074	8110231	Pavt Mrkg, Waterborne, 4 inch, White	9,139.00	1,081.00	10,220.00	Ft	$0.53	$ 572.93	$ -
0075	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	5,623.00	0.00	5,623.00	Ft	$0.11	$ -	$ -
0076	8110251	Pavt Mrkg,Waterborne,2nd Appl,4",White	3,154.00	1,081.00	4,235.00	Ft	$0.22	$ 237.82	$ -
0077	8110252	Pavt Mrkg,Waterborne,2nd Appl,4",Yellow	5,406.00	0.00	5,406.00	Ft	$0.07	$ -	$ -
0078	8110307	Rem Curing Compound, for Longit Mrkg, 4"	800.00	0.00	800.00	Ft	$0.72	$ -	$ -
0079	8117001	_ Pavt Mrkg, Ovly Cold Plastic, 18 inch, Crosswalk	1,847.00	65.00	1,912.00	Ft	$7.70	$ 500.50	$ -
0080	8117001	_ Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Blue	604.00	80.00	684.00	Ft	$0.39	$ 31.20	$ -
0081	8117001	_ Pavt Mrkg, Waterborne, 4 inch, Blue	1,738.00	80.00	1,818.00	Ft	$0.83	$ 66.40	$ -
0082	8120022	Barric,Type III,High Intens,Lighted,Furn	89.00	4.00	93.00	Ea	$88.00	$ 352.00	$ -
0083	8120023	Barric,Type III,High Intens,Lighted,Oper	119.00	4.00	123.00	Ea	$1.00	$ 4.00	$ -
0084	8120030	Channelizing Device, 42 inch, Furn	100.00	100.00	200.00	Ea	$15.84	$ 1,584.00	$ -
0085	8120031	Channelizing Device, 42 inch, Oper	100.00	100.00	200.00	Ea	$2.00	$ 200.00	$ -
0086	8120100	Dust Palliative, Applied	2.00	2.00	4.00	Ton	$500.00	$ 1,000.00	$ -
0087	8120120	Lighted Arrow, Type A, Furn	5.00	2.00	7.00	Ea	$440.00	$ 880.00	$ -
0088	8120121	Lighted Arrow, Type A, Oper	5.00	2.00	7.00	Ea	$88.00	$ 176.00	$ -
0089	8120170	Minor Traf Devices	1.00	0.00	1.00	LS	$45,000.00	$ -	$ -
0090	8120250	Plastic Drum, High Intensity, Furn	195.00	30.00	225.00	Ea	$17.60	$ 528.00	$ -
0091	8120251	Plastic Drum, High Intensity, Oper	255.00	30.00	285.00	Ea	$2.00	$ 60.00	$ -
0092	8120350	Sign, Type B, Temp, Prismatic, Furn	1,174.00	294.00	1,468.00	Sft	$3.60	$ 1,058.40	$ -
0093	8120351	Sign, Type B, Temp, Prismatic, Oper	1,614.00	294.00	1,908.00	Sft	$1.00	$ 294.00	$ -
0094	8120352	Sign,TypeB,Temp,Prismatic,Special, Furn	4.00	20.00	24.00	Sft	$3.85	$ 77.00	$ -
0095	8120353	Sign,TypeB,Temp,Prismatic,Special, Oper	4.00	20.00	24.00	Sft	$1.00	$ 20.00	$ -
0096	8120370	Traf Regulator Control	1.00	0.00	1.00	LS	$25,000.00	$ -	$ -
0097	8157050	_ Tree, 4-5 inch, Install	38.00	8.00	46.00	Ea	$420.00	$ 3,360.00	$ -
0098	8160027	Mulch Blanket	520.00	0.00	520.00	Syd	$1.50	$ -	$ -
0099	8160062	Topsoil Surface, Furn, 4 inch	2,565.00	400.00	2,965.00	Syd	$3.50	$ 1,400.00	$ -
0100	8167011	_ Hydromulch	2,563.00	400.00	2,963.00	Syd	$0.65	$ 260.00	$ -

DOWNTOWN STREET AND PARKING LOT REHABILITATION

CHANGE ORDER NUMBER 2

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

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0101	8167011	_ Shredded Mulch	105.00	0.00	105.00	Syd	$10.00	$ -	$ -
0102	8167030	_ Fertilizer, Chemical Nutrient, Cl A, Modified	224.00	50.00	274.00	Lb	$2.30	$ 115.00	$ -
0103	8167030	_ Seeding, Mixture THM, Modified	123.00	50.00	173.00	Lb	$9.20	$ 460.00	$ -
0104	8197001	_ Conductor, THWN, in Conduit, 600 V 1C, #6, AWG	180.00	1,446.00	1,626.00	Ft	$3.45	$ 4,988.70	$ -
0105	8197001	_ Conduit, 2 1/2 inch, Sch 80/PVC (Empty)	180.00	1,446.00	1,626.00	Ft	$16.57	$ 23,960.22	$ -
0106	8197001	_ Equipment Grounding Conductor, in Conduit, 1 C, #6 AWG	180.00	2,995.00	3,175.00	Ft	$2.95	$ 8,835.25	$ -
0107	8197050	_ Hand Hole, Polymer Conc, 12 inch x 12 inch (Open Bottom)	36.00	10.00	46.00	Ea	$394.21	$ 3,942.10	$ -
0108	8197050	_ Hand Hole, Polymer Conc, 12 inch x 17 inch (Open Bottom)	14.00	0.00	14.00	Ea	$538.50	$ -	$ -
0109	8197050	_ Hand Hole, Polymer Conc, 17 inch x 30 inch (Open Bottom)	12.00	0.00	12.00	Ea	$800.00	$ -	$ -
0110	8197050	_ Street Light Concrete Base	2.00	10.00	12.00	Ea	$2,000.00	$ 20,000.00	$ -
0111	8197050	_ Street Light, Install	2.00	10.00	12.00	Ea	$450.00	$ 4,500.00	$ -
0112	8197050	_ Street Light, Salvage	2.00	0.00	2.00	Ea	$450.00	$ -	$ -
0113	8210005	Monument Box Adjust	2.00	0.00	2.00	Ea	$250.00	$ -	$ -
0114	8210010	Monument Preservation	2.00	0.00	2.00	Ea	$1,500.00	$ -	$ -
0115	8230391	Gate Box, Adj, Temp, Case 1	45.00	2.00	47.00	Ea	$250.00	$ 500.00	$ -
0116	8230431	Gate Box, Adj, Case 1	45.00	2.00	47.00	Ea	$250.00	$ 500.00	$ -
0117	8267050	_ Bike Hoop Grouping	10.00	0.00	10.00	Ea	$500.00	$ -	$ -
0118	8507030	_ Overband Crack Sealing	710.00	0.00	710.00	Lb	$5.00	$ -	$ -
0119	8507060	_ Sewer Service, Install	9,000.00	0.00	9,000.00	Dlr	$ 1.00	$ -	$ -
0201	2047051	Fence, Rem and Relocate End Posts	0.00	1.00	1.00	LS	$ 2,000.00	$ 2,000.00	$ -
0202	2057051	Mass Grading, Glick Hwy Dev Parking Lot	0.00	1.00	1.00	LS	$ 50,000.00	$ 50,000.00	$ -
0203	4027001	Sewer, DI, 10 inch	0.00	172.00	172.00	Ft	$ 100.00	$ 17,200.00	$ -
0204	5017031	HMA, Unit Price Adjustment for 2nd Season Paving	0.00	388.00	388.00	Ton	$ 10.00	$ 3,880.00	$ -
0205	8010007	Driveway, Nonreinf Conc, 8 inch	0.00	33.00	33.00	Syd	$ 45.00	$ 1,485.00	$ -
0206	8160055	Sodding	0.00	79.00	79.00	Syd	$ 10.00	$ 790.00	$ -
0207	8197050	Street Light, Box, Pole and Fixture, Furnished	0.00	6.00	6.00	Ea	$ 2,000.00	$ 12,000.00	$ -
0208	8197050	Street Light, Decorative, Pole and Fixture, Furnished	0.00	4.00	4.00	Ea	$ 2,500.00	$ 10,000.00	$ -
0209	8197060	Irrigation	0.00	8,000.00	8,000.00	Dlr	$ 1.00	$ 8,000.00	$ -
0210	8130010	Riprap, Plain	0.00	5.00	5.00	Syd	$ 25.00	$ 125.00	$ -
0211	1027051	Spring Mobilization	0.00	1.00	1.00	LS	$ 10,000.00	$ 10,000.00	$ -
							Total:	$ 374,576.22	$ -
							Net Change:	$ 374,576.22	
							Current Contract Amount:	$ 1,657,650.96	
							Revised Contract Amount:	$ 2,032,227.18	

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (866) 384-1772

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, Assistant City Manager

DATE: September 13, 2016

SUBJECT: City Assessor Position

David Taylor, City Assessor, is retiring effective September 20th, 2016 therefore creating a vacancy. City Council has the option to appoint a City Assessor from within the department or conduct a search to fill the vacancy. If you should choose to avoid advertising for this position of a Level Four Assessor, for your benefit, Jason Yoakam, submitted an application and letter of interest for the position. If council chooses to expand the search for a City Assessor, staff will immediately begin a search and bring qualified candidates for City Council to interview.

Jason Yoakam, current Assistant City Assessor has been employed by the City of Jackson since January of 2007. Mr. Yoakam was originally hired as an appraiser and was promoted to Senior Appraiser in 2012. Mr. Yoakam recently obtained his Level Four Certification in June of 2016 which is a requirement to serve as assessor in a city the size of Jackson. Assessors are regulated by the State Tax Commission and the job requires rigorous education, testing, and continuing education.

Please find the attached letter of interest and resume for Mr. Yoakam.

Jason Yoakam
Assistant City Assessor, City of Jackson, MI

Please accept this application for Assessor of the City of Jackson. I have been involved with assessment administration for over fifteen years with progressively more involvement and responsibility. Below I have provided some highlights my assessing career.

I began my career as a mapping specialist where the main objective was to create tax maps for the local townships. This allowed me to learn things like reading legal descriptions and some of the many uses of Geographical Information Systems (GIS). Current uses include maps for MTT valuations disclosures, non-conforming use analysis, various sales analysis, and special assessment districts. Jackson County Equalization then hired me as the agricultural appraiser. This gave me experience with conducting fieldwork, land valuation, and use of a Computer aided mass appraisal (CAMA) system. My time as an agricultural appraiser with the Jackson County Equalization department was short lived as I was hired to work for the City of Jackson.

Once hired at the City of Jackson I began working with residential and personal property as I was working towards my level III (kna MAAO) certification. I achieved level III certification in as short a time as allowed due a two year experience requirement, spending much of my own money on classes to do so. During my time with the city I have maintained and streamlined the permitting process, conducted personal property audits, developed paired sales and valuation disclosures that I defend in tribunal hearings, administered special assessments, and run Land Value and Economic Condition Factor analysis. As the assistant city assessor I have been involved with the hiring and training of staff members, administering boards of review, attending council meetings in the assessor's absence, and worked with the assessor and city manager on developing tax abatements and estimated values for potential developments. In addition to spending my days getting the necessary work done, over the last year my spare time has been dedicated to achieving my Michigan Master Assessing Officer certification (MMAO) which was accomplished in June of this year.

I am a member of the Michigan Assessor's Association (MAA) and Mid-Michigan Association of Assessing Officers (MMAAO). For MAA I currently sit on the education committee and the standards committee. I have been involved with the MAA education committee for a number of years and actively engage the other committee members regarding class offerings, locations, instructors, educational compliance, and other related issues. I have been a member of the MAA standards committee for 3 years during which I provided the layout that was largely adopted by the State Tax Commission (STC) for the revised Notice of Assessment (L-4400), this is the notice that taxpayers receive on an annual basis to inform them of changes that affect the value their property. The current focus of the MAA standards committee is on engaging the assessing community to implement a voluntary set of standards for sales data. As a past executive board member of the MMAAO, I have organized a number of speakers on various topics related to assessment administration. As MMAAO president, I conducted all meetings during the 2014 year. MMAAO executive board is a 7 year progressive membership for which I served the entire term and no longer sit as an executive board member.

My vision for the assessing department is to continue our good record of compliance with the reporting requirements set forth in the General Property Tax Act. Standardize and streamline processes to operate in as efficient a manner as possible. Continue to educate and train both myself and staff members to provide excellent service to the community and keep council informed. And to provide support in the future development of the City of Jackson.

Thank you for considering my application,

Jason Yoakam, MMAO, PPE

Jason Yoakam, MMAO

City of Jackson
161 W Michigan Ave
Jackson, MI 49203

(517) 990-6292
jyoakam@cityofjackson.org

EDUCATION

LANSING COMMUNITY COLLEGE - Lansing, Michigan
Associates Degree in Applied Science, Drafting and Design

EXPERIENCE

CITY OF JACKSON ASSESSORS OFFICE

01/07 – Present Jackson, MI
Assistant City Assessor

- Represent the City of Jackson in Michigan Tax Tribunal cases
- Represent the City of Jackson in State Tax Commission hearings
- Administration of special assessments
- Conduct appropriate sales analysis
- Creation of standard operating procedures and flow charts to assist staff in completing duties
- Personal Property examinations and Audits
- Overhauled permitting process
- Supervise and educate staff on required tasks
- Assisted with the "Glick" project and other developments regarding values and laws

JACKSON COUNTY EQUALIZATION

8/00 – 6/06 Jackson, MI
Mapping specialist

- Used mapping software for updating and plotting of tax maps.
- Used developer sample software to create an automated plotting system.
- Responsible for ensuring the integrity of digital files.
- Develop parcel boundaries from legal description documents.
- Research unknown parcels
- Create work instructions for plotting and other related tasks.
- Assist with the development of Geographical Information Systems (GIS).
- Conduct public relations on a customer and colleague basis.

6/06 – 12/06 *Appraiser 1*

- Agricultural appraiser

CERTIFICATION(S)

Michigan Master Assessing Officer MMAO (4)
Certified Personal Property Examiner

PROFESSIONAL AFFILIATIONS

Former Executive Board Member of Mid-Michigan Association of Assessing Officers (MMAAO)
Member of Michigan Assessors Association (MAA)

- Education Committee Member
- Standards Committee Member

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – September 20, 2016

SUBJECT: ***Donation Agreement with Wells Fargo for 609 Williams***

Recommendation: APPROVE the attached *Donation Agreement* between the City of Jackson and the Wells Fargo, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize 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 – September 20, 2016

RECOMMENDATION: APPROVE the attached *Donation Agreement* between the City of Jackson and Wells Fargo, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

SUMMARY

The attached *Donation Agreement* sets out the rights and responsibilities of the City of Jackson and Wells Fargo regarding the donation of 609 Williams Street by Wells Fargo.

HISTORY, BACKGROUND and DISCUSSION

Wells Fargo would like to donate 609 Williams Street to the City of Jackson. This property has been demolished and is a vacant lot. Wells Fargo will also give the City a seller concession payment of $11,000. There are demolition costs of $10,935.14 outstanding which will be covered by the seller concession payment.

The property is also subject to joint driveway agreement and a shed and fence encroachment.

POSITIONS

APPROVE the attached *Donation Agreement* between the City of Jackson and Wells Fargo, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

ATTACHMENTS: Donation Agreement

DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **609 WILLIAMS ST JACKSON, MI 49203** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **City of Jackson**, whose address is **161 W. Michigan Avenue, Jackson, MI 49201** ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

R E C I T A L S

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;

B. Donor did not originally construct any of the improvements forming part of the Property;

C. Donor has not occupied the Property for its own use;

D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an **"as is, where is"** and **"with all faults"** basis; and

E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an **"as is, where is"** and **"with all faults"** basis.

A G R E E M E N T

1. **DONATION**.

1.1 **Effective Date.** The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.

1.2 **Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars ($1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars ($0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -$1.00.

1.3 **Closing.** Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.

(a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.

(b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").

(c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) $2,500.00 or (b) the actual amount of Closing Costs.

(d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".

1.4 **Transfer**. Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

1.5 **Deed**. Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.

1.6 **Title and Examination.** Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.

1.7 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.

1.8 **Risk of Loss**. In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.

1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. ACKNOWLEDGMENTS AND RELEASE.

2.1 **DONEE'S ACKNOWLEDGMENTS. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:**

(a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.

(b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.

(c) Endangered Species. Endangered plant, animal and insect species.

(d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.

(e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.

(f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.

(g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.

(h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

(i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.

(j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.

(k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.

(l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.

(m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.

(n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

2.2 **RELEASE**.

(a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

(b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**

(c) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.**

3. **TIME IS OF THE ESSENCE: CLOSING DATE.**

3.1 It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

3.2 The closing shall take place on or before **November 3,** 2016 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise

required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

4. GENERAL PROVISIONS.

4.1 **Entire Agreement**. This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

4.3 **Partial Invalidity**. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

4.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.

4.5 **Governing Law**. The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

4.6 **No Third Parties Benefits**. No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.

4.7 **Waivers**. No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.

4.8 **Captions**. The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.

4.9 **Counterparts**. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing

the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.10 **No Presumption**. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

4.11 **Notices**. Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **City of Jackson**
Address:
161 W. Michigan Avenue
Jackson, MI 49201

If to the Donor: Owner
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: Kelly Williamson, MAC# F2303-04K
Fax Number: 866-549-5470
Kelly.J.Williamson@wellsfargo.com

4.12 **Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

City of Jackson

Signature: _____

Print Name: _____

Title: _____

Date: _____

DONOR:

OWNER

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY ADDRESS:

609 WILLIAMS ST.
JACKSON, MI 49203

LEGAL DESCRIPTION:

All the property situate in the County of Jackson and State of Michigan described as:

The North 33.46 feet of Lot 161, Assessor's South Plat, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 27, Jackson County Records.

TAX PARCEL NO:

4-076400000

EXHIBIT "B"
Donee's Closing Agent

Please select ONE of the following options for closing:

DONEE: City of Jackson

☐ Donee selects Donor's Preferred Title Company to act as the closing agent and the Title Company.

☐ If the Donee chooses not to use the Donor's Preferred Title Company to act as the closing agent and the Title Company, then the following section will need to be completed. Please note this box MUST be selected to qualify for the up to $2,500 Donee closing credit.

Please provide contact information for Donee's chosen Title Company:

Company:

Company Mailing Address:

Contact Name:

Phone:

Email:

ADDENDUM TO DONATION AGREEMENT

EFFECTIVE DATE: The date on which this addendum is signed by both the Donee and Donor shall be the effective date of the agreement.

PROPERTY ADDRESS: 609 WILLIAMS ST JACKSON, MI 49203

DONEE: City of Jackson

DONOR: OWNER

☒ Other: **DONEE TO RECEIVE $11,000.00 SELLER CONCESSION FROM DONOR UPON CLOSING.**

DONOR: OWNER Signature: _____ Print Name: _____ Title: _____ Date: _____	DONEE: CITY OF JACKSON Signature: _____ Print Name: _____ Title: _____ Date: _____

PREMIERE
ASSET SERVICES

Premiere Asset Services is a dba of Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.

Date: MM/DD/YY
Buyer: Buyer Name(s) from the Contract

Closing Representative Addendum

Buyer may use counsel or closing agent of choice as representation at the closing subject to Seller's approval of such counsel or closing agent.

Please select ONE of the following options for closing:

☐ Buyer selects Seller's Representative as listed within the contract.

Or

☐ Buyer proposes the following Representative.

Name: _____
Address: _____
Phone#: _____
Fax#: _____

Should Buyer's counsel or closing agent information change prior to closing, Buyer shall promptly notify Seller of such change in writing, which representation shall be subject to Seller's approval.

Dated: MM/DD/YY

_____ _____
Buyer Name (printed) Buyer (signature)

Dated: MM/DD/YY

_____ _____
Buyer Name (printed) Buyer (signature)

Dated: MM/DD/YY

_____ _____
Seller Name (printed) Seller (signature)

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – September 20, 2016

SUBJECT: ***Execution of Engagement Letter – Varnum, LLP***
Assistance with Mobilitie, LLC METRO Act Application

Recommendation: APPROVE execution of the attached Engagement Letter to retain Varnum, LLP as attorneys to assist with the METRO Act application of Mobilitie, LLC to install a 120' antenna in the City of Jackson right of way, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize 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 – September 20, 2016

RECOMMENDATION: APPROVE execution of the attached Engagement Letter to retain Varnum, LLP as attorneys to assist with the METRO Act application of Mobilitie, LLC to install a 120' antenna in the City of Jackson right of way, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

SUMMARY

The attached *Engagement Letter* sets out the rights and responsibilities of the City of Jackson and Varnum, LLP regarding legal services in connection with the METRO Act application of Mobilitie, LLC.

HISTORY, BACKGROUND and DISCUSSION

Mobilitie, LLC has applied to the City to construct a 120 foot antenna in the City's right of way. This application was made under the METRO Act; however this situation does not appear to fall under the METRO Act provisions. It is suspected that this application will he the first of many. Improper handling of this type of situation could lead to large antenna poles being placed in the City's right of way.

It is my opinion that the City of Jackson needs an attorney who specializes in telecommunications law to most effectively handle this matter. Many cities across the nation are being approached by Mobilitie, LLC for antenna installation. Varnum, LLP, through it attorneys John Pestle and Timothy Lundgren, are dealing with several cities to assist them through this process to protect the cities' rights of ways. I feel it is best to join with Varnum, LLP so that we can use their experience in this industry to best protect the City of Jackson's rights.

POSITIONS

APPROVE execution of the attached *Engagement Letter* between the City of Jackson and Varnum, LLP, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the agreement.

ATTACHMENTS: Engagement Letter with Service and Billing Information

VARNUM
ATTORNEYS AT LAW

Bridgewater Place • Post Office Box 352
Grand Rapids, Michigan 49501-0352
Telephone 616 / 336-6000 • Fax 616 / 336-7000 • www.varnumlaw.com

Timothy J. Lundgren

Direct: 616 / 336-6750
tjlundgren@varnumlaw.com

September 16, 2016

Ms. Bethany Smith
City Attorney
City of Jackson
161 W. Michigan Avenue
Jackson, MI 49201-1324

Re: Assistance with Mobilitie, LLC Metro Act Application

Dear Ms. Smith:

We are pleased that you have chosen to engage our firm to represent you in connection with the application by Mobilitie, LLC to use the City's public rights of way. This letter is intended to set forth our understanding of the legal services to be performed on your behalf, and the basis upon which we will be paid for those services. As discussed in our phone call, we will provide the following services: assist in evaluating and responding to Mobilitie's application, and in developing a regulatory permit or license process for distributed antenna system providers seeking to install facilities in the City. These services may include meetings, office conferences, legal research, preparation and review of correspondence and documents, telephone conferences, and similar services. The scope of our legal services may be changed from time to time by mutual agreement between us.

I will oversee this matter and will be the Client Service Manager. I will use the services of other attorneys in the firm and non-attorney legal assistants as we deem necessary or appropriate to the tasks to be performed on your behalf. Our billing procedures and other important elements of our relationship are discussed in the Service and Billing Information Memorandum that accompanies this engagement letter.

Our current normal range of rates is from $240 per hour for an associate attorney to $500 per hour for a senior partner, and $140 per hour to $215 per hour for paralegals. My current hourly rate is $335.

We believe that it is highly desirable at the outset of our representation to confirm by letter the terms of our engagement. We request that you examine this letter and the enclosed Memorandum carefully, and let us know promptly if you have any questions or concerns, or if this is not an acceptable basis for our representation of you. If this letter and the enclosed Memorandum are acceptable as a basis for our representation, we ask that you sign the enclosed

copy of this letter at the bottom and return it to me so that we may commence our representation. A business reply envelope with pre-paid postage is included for your convenience.

Once again, we appreciate the opportunity to be of service to you and look forward to working with you. Please do not hesitate to call at any time with any questions or concerns regarding this matter, or if we can otherwise be of assistance. Of course, we would be pleased to be considered for any additional legal services you may need and encourage you to discuss them with us.

Very truly yours,

VARNUM

Timothy J. Lundgren

TJL/kc

Enclosure

ACCEPTED AND AGREED:

_____
City of Jackson

By: _____

Its _____

Date: _____

10942127_1.docx

VARNUM LLP
SERVICE AND BILLING INFORMATION

www.varnumlaw.com/Service-and-Billing

Varnum LLP ("Varnum") is pleased to have you as a client of our firm. Throughout our relationship, you should have a clear understanding of the legal services we will provide. Any questions that you have will be dealt with promptly. An updated copy of the Service and Billing Information is available without charge at

www.varnumlaw.com/Service-and-Billing

and we encourage you to periodically obtain and review it.

1. THE ATTORNEY-CLIENT RELATIONSHIP

1.1 The person or entity we represent is the person or entity identified in our engagement letter and does not include any affiliates of that person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). In proceeding with this relationship, you agree that our relationship is with you and not your affiliates, and that, as a result, it will not be necessary for us to obtain the consent of you or your affiliates in order for us to represent another client in a matter adverse to your affiliates. Furthermore, to the extent that our representation of others adverse to any of your affiliates may be deemed to require your consent, you give that consent.

1.2 The attorney-client relationship will end at our completion of the services you have retained us to perform. If you later retain us to perform additional services, our attorney-client relationship will be reactivated.

2. WHO WILL PROVIDE THE LEGAL SERVICES

2.1 At the beginning of our relationship, where appropriate, we will establish a team of firm members to serve you. This Client Service Team will be led by one attorney who will serve as your Client Service Manager and primary contact at the firm. This attorney should be someone in whom you have confidence and with whom you enjoy working.

2.2 Client Service Teams include attorneys and legal assistants in different practice areas who, under the supervision of the Client Service Manager, may perform work on behalf of the client. Delegation of assignments may be to take advantage of special expertise, cost-efficiency, or time deadlines. When applicable, we will advise you of the names of the attorneys and legal assistants who serve on your Client Service Team.

2.3 You are free to request a change in the Client Service Manager or Client Service Team members at any time. If a change in the Client Service Manager is desired, please contact any other Partner of the firm. For questions concerning team members, please contact your Client Service Manager.

2.4 As part of our agreement to represent you, if during the course of the representation we decide, in our own discretion, that it is necessary or appropriate to consult with our counsel, at our expense, you agree and consent that we may do so and that our continued representation of you shall not waive any attorney-client privilege that Varnum may have to protect the confidentiality of our communications with firm counsel.

3. COMMUNICATION AND RESPONSIVENESS

3.1 We strive to return all telephone calls on the day received or by the following morning, if received late in the day.

3.2 You will have 24-hour access to the attorneys' direct dial telephone numbers and voice mail system on which confidential, detailed messages can be left. Where appropriate, you will be provided with the home telephone numbers and the cell telephone numbers of the attorneys working with you. The names of secretaries and staff supporting your Client Service Team can also be provided.

3.3 Communication by email is now common, although it may be subject to unauthorized interception (as are cell phone communications). We will consider ourselves authorized to communicate with you by email or cell phone, where available, unless you instruct us otherwise. Some of our clients utilize social media for a variety of purposes. Any communications by social media are not legal advice.

3.4 We recommend to our clients that they protect all communications to or from us from disclosure to others who are not our client in the matter. It is your obligation to ensure that the information sent to the electronic address you provide to us is secure and not accessible by others who are not our client. You must also ensure that legal matters in your electronic communications are not disclosed to others.

4. EXPRESSIONS OF PROFESSIONAL JUDGMENT

4.1 Any statements on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are given.

5. HOW FEES WILL BE SET

5.1 Attorneys may be compensated under a variety of fee arrangements, including purely hourly or per diem arrangements. At Varnum, in determining the amount to be charged for the legal services we provide, we generally consider the following, unless described otherwise in the engagement letter:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value or property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation, and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

5.2 Among these factors, the time and effort required are typically weighted most heavily. We keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in fractions of an hour.

5.3 The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. The firm establishes a range of hourly rates for each attorney and legal assistant. These rates may be adjusted from time to time to reflect current levels of legal experience, changes in our costs, and other factors.

5.4 We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When requested, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

5.5 For well-defined services (for example, a simple business incorporation), we will consider quoting a fixed fee. In those situations, the fixed fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

5.6 Varnum encourages discussion with our clients about legal fees and billing arrangements. Unnecessary misunderstandings can result from a lack of clear communication on these sensitive matters. We would expect to have candid discussions regarding fees and billing arrangements with you at the beginning of our relationship.

6. OTHER CHARGES

6.1 Typically, we will charge our clients not only for legal services, but also for other ancillary services which we provide. Examples of ancillary charges include: computerized research services and the use of our photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For photocopying or computerized research, for example, the true cost of providing the service is difficult to establish. While we strive to maintain these charges at rates which are lower than those maintained by others in our markets, in some instances, the amounts charged may exceed the actual costs to the firm. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these ancillary services to be provided by third parties with direct billing to you.

7. DISBURSEMENTS

7.1 In addition to our fees and other charges, we will bill you, without any mark-up, for any out-of-pocket expenses which we incur on your behalf. Examples of costs in this category may include filing fees, court costs, mileage and third-party carrier or overnight delivery service. We may ask that you pay directly any third-party costs or expenses, such as expert or consultant fees.

8. BILLING ARRANGEMENTS AND TERMS OF PAYMENTS

8.1 We will bill you, normally each month, for fees, other charges, and disbursements. You are expected to make payment upon receipt of our invoice.

Unpaid fees and disbursements accrue interest at the maximum rate permitted under the laws of the State of Michigan, but not exceeding one percent (1%) per month from the beginning of the month in which they became overdue. Unless otherwise agreed, partial payments or late payments will be applied in the manner we determine in our discretion.

8.2 If your account becomes past due, you are expected to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. You then agree to become responsible for paying the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees (regardless of whether Varnum in-house counsel is used).

8.3 Invoices are typically sent monthly unless there is a project to be billed in a different fashion. At times, when there is low activity, an invoice may be sent less frequently than monthly. Generally, one person acts as the billing attorney for each client in order to coordinate the billing process. Billing can be done on a composite basis or broken down by subject matter. If you want particular invoices sent to specific individuals for approval in your company, that can be done.

8.4 Under normal circumstances, we submit regular monthly invoices to clients listing in a narrative fashion the particular work performed by date and the exact amounts of other charges and disbursements for all client matters.

9. RETAINERS

9.1 New clients of the firm are commonly asked to pay the firm a replenishing retainer. If you pay us a retainer, you grant us a security interest in those funds. The amount of the retainer will depend on a variety of factors, including but not limited to the complexity of the matter and whether the matter involves an appearance before a court or tribunal. If the initial retainer amount proves to be insufficient, an increase in the retainer may be necessary. Unless otherwise agreed, the retainer typically will be credited toward your unpaid invoices, if any, on a monthly basis at the time the invoice is generated. If you dispute any amount charged against the retainer, you may notify us promptly and we will return the disputed amount to a trust account pending resolution of the dispute.

9.2 Failure to replenish a retainer to the agreed upon amount after notice from us may be grounds for our termination of the representation.

9.3 At the conclusion of our representation or at such time as the retainer is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

9.4 Deposits received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts disbursed. Any amount remaining after disbursement will be returned to you.

9.5 By court rule, most retainers will be placed in a pooled account, and interest earned on the pooled account is payable to a charitable foundation established in accordance with the court rule. This is called an IOLTA account. Funds in an IOLTA account may have limited FDIC insurance. That means deposits in excess of the insurance are not insured. Also, any funds we are holding for your benefit in this account will be aggregated with any funds you hold at the bank towards the FDIC insurance limit. In some instances, your retainer may be placed in a separate trust account for your benefit.

9.6 Any funds we deposit for your benefit, or pursuant to an escrow agreement between you and another party where Varnum acts as escrow agent, will be placed in a trust account at an FDIC-insured financial institution. This financial institution may be a client of Varnum, and Varnum may or may not hold other accounts at that institution. Funds in a trust account that is not an IOLTA account may accrue interest and the interest will be credited for your benefit. Funds in a trust account that is not an IOLTA account may have limited FDIC insurance. That means deposits in excess of the insurance are not insured. Also, any funds we are holding for your benefit in this account will be aggregated with any funds you hold at the bank towards the FDIC insurance limit. By retaining our services, you agree that we may deposit your funds in this trust account.

10. TERMINATION

10.1 You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered, additional charges and disbursements incurred before termination and in connection with an orderly transition of the matter.

10.2 We may also withdraw from providing services to you. The ethics rules for the jurisdictions in which we practice list several types of conduct or circumstances that require or allow us to withdraw from representing a client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give the client written notice of our withdrawal.

11. MATTER REPRESENTATION FILES

11.1 **Client Property**. Once our engagement in this matter ends, we will return the materials provided by

you upon your request. You agree that we may copy your materials at your expense and retain copies of the materials and electronically stored information ("ESI") that you provided. You also agree that any materials or ESI left with us after the engagement ends may be retained or destroyed, at our discretion. Any retained materials or copies will be destroyed at our expense. In most cases, any retained records will be destroyed in accordance with our then current policy.

11.2 **Varnum Property**. Our own files and ESI pertaining to the matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files and ESI include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, documents and ESI generated or received by us in the course of our representation, and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research, and factual research, including investigative reports prepared by or for the internal use of lawyers). For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents, ESI or other materials retained by us within a reasonable time after the termination of the engagement. In most cases, retained records will be destroyed in accordance with our then current policy.

11.3 When you request Varnum's documents or ESI from us, copies will be produced and made at your expense, and the copies will be provided to you in electronic or paper format, at our discretion. Varnum will retain the originals of its property.

12. PRIVACY POLICY

12.1 We follow the high professional standards of confidentiality imposed on lawyers.

12.2 **Types of Nonpublic Personal Information We Collect.** We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

12.3 **Parties to Whom We Disclose Information.** For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice, except as required or permitted by law. In a generic sense, any information a client provides us is likely to be considered nonpublic personal information and receives confidential treatment. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services. In all such situations, we stress the confidential nature of information being shared.

12.4 **Protecting the Confidentiality and Security of Current and Former Clients Information.** We retain records relating to services that we provide so that we are better able to assist you with your needs and, in some cases, to comply with guidelines of our profession. In order to safeguard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with the rules of professional conduct applicable to us.

12.5 Please call your Varnum attorney if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality services are very important to us.

13. ENGAGEMENT OF THIRD-PARTY SERVICE PROVIDERS

13.1 From time to time at your request, we may act on your behalf to engage the services of third parties to provide professional advice, goods or services to you or for your benefit, in connection with our legal engagement. Examples of such third parties include (without limitation) title insurance companies, appraisers, surveyors, environmental experts, process servers, financial consultants, information technology experts, court reporters, and law firms in other jurisdictions or in specialized practice areas. You will be responsible for the payment of all costs, fees and other expenses incurred in connection with any such engagement. If such costs are relatively small we may include them on our direct bills to you; in most cases, we will instruct third parties to bill you directly for their services and products, or will forward to you all third - party bills that we receive, for direct payment by you.

13.2 In connection with such an engagement or otherwise, we may from time to time, again at your request, recommend particular third-party service providers to you as the need arises. In making any such recommendation, or in engaging for the services of any such third-party, we do not make any warranty, representation or guaranty to you of any kind concerning the third-party provider or its services, including (without limitation) warranties as to the quality of service, professional acumen, or financial circumstances of the third- party service provider. You will at all times retain the right to terminate the services of any such third-party service provider, at your election and at your expense.

14. AUDIT LETTER RESPONSES

14.1 At times, you may request that we provide your auditors certain information in connection with such auditors' examination of your financial statements. Of course, we will charge for our services in doing so. In addition, for your benefit and in order to protect the attorney-client privilege, our responses will only be made in accordance with the ABA Statement of Policy

Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975), including all of the limitations contained therein. You hereby agree not to request information in addition to that provided for in the ABA Statement of Policy and consent to our providing responses only in accordance with the ABA Statement of Policy.

15. OPINIONS TO OTHERS

15.1 As a general matter, any third party opinions will be based on your representations and warranties that the facts on which the opinion is based are true, complete, and accurate, and that such representations and warranties do not omit any facts necessary to make such representations and warranties not misleading. You acknowledge and agree that we undertake no duty to investigate such representations and warranties, or verify any matters that you represent and warrant to us as true, complete, and accurate.

16. SECURITIES LAW ADVICE

16.1 Unless specifically requested and agreed by us in writing, we will not provide any advice with respect to the securities laws of the United States or any other jurisdiction or any related rules or regulations and we will not provide any advice as to whether any information, statement, opinion, or other writing is required to be filed with, incorporated into, submitted to, or furnished to the United States Securities and Exchange Commission or any state securities regulators. You will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC.

17. FEDERAL TAX ADVICE

17.1 Unless specifically requested and agreed by us in writing, we will not provide any advice that is intended or written to be used, and without such specific request and agreement by us, it cannot be used, for the purpose of (a) avoiding federal tax penalties that may be imposed on the taxpayer; or (b) promoting, marketing, or recommending to another party any tax-related matters addressed by us.

18. DISPUTE RESOLUTION

18.1 Other than a complaint to a disciplinary authority, you agree that any controversy, dispute, or question arising out of, in connection with, or relating to the engagement agreement (including, but not limited to, interpretation, performance, nonperformance, or breach), the attorney-client relationship, fees or any services of Varnum shall be determined exclusively in a state or federal court located in the State of Michigan under the laws of Michigan. You expressly consent to the jurisdiction of courts in Michigan.

18.2 Varnum is willing to consider whether to use alternative dispute resolution procedures (including but not limited to binding arbitration), if you are also willing to do so. Such alternative dispute resolution will be used only if all parties to the dispute agree on its use and the procedures to be followed.

19. KEEPING YOUR CONTACT INFORMATION CURRENT

You must keep us informed as to your current mailing address, physical address (if different), and phone numbers (also email address if that is used). You will keep this information accurate and up to date, because of our need to be able to contact you with respect to the subject of the representation and aspects of our relationship with you—as described above. We will rely upon the last contact information you provide to us. You agree that we can do so with respect to any need we may have to communicate with you (during the existence of the attorney-client relationship or after conclusion of that relationship) relating in any way to our representation of you, including in connection with commencing any dispute resolution as described above.

June 2014

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – September 20, 2016

SUBJECT: ***Addendum to Development Agreement***
Detroit Entrepreneur Development, LLC

Recommendation: APPROVE execution of the attached *Addendum to Development Agreement*, authorize the City Manager to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize 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 – September 20, 2016

RECOMMENDATION: APPROVE execution of the attached *Addendum to Development Agreement* with Detroit Entrepreneur Development, LLC, authorize the City Manager to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

SUMMARY

The attached *Addendum to Development Agreement* sets out the rights and responsibilities of the City of Jackson and Detroit Entrepreneur Development, LLC regarding the purchase of property. This Addendum is to Development Agreement previously approved by the City Council and executed on July 1, 2016.

HISTORY, BACKGROUND and DISCUSSION

The City entered into a Purchase Agreement and Development Agreement for the sale and development of property located at the Northeast corner of the former Consumer's Energy parking lot between Louis Glick Highway and Pearl Street. In the original agreements, certain timelines were established. Due to issues with the MDEC, Detroit Entrepreneur Development, LLC will not be able to meet the established deadlines to close. This Addendum seeks to grant Detroit Entrepreneur Development, LLC additional time to close on the property. The following date changes will occur in the Development Agreement and Purchase Agreement:

Letter of Intent to Close	September 15, 2016 **now** October 15, 2016
Closing on sale	October 1, 2016 **now** November 1, 2016
Letter of Credit	September 15, 2016 **now** October 15, 2016
Commencement of Construction	November 1, 2016 **now** November 15, 2016

You must either approve both this agenda item and the corresponding Addendum to Purchase Agreement, or disapprove both items.

POSITIONS

APPROVE execution of the attached *Addendum to Development Agreement* with Detroit Entrepreneur Development, LLC, authorize the City Manager to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

ATTACHMENTS: Addendum
Original Agreement

ADDENDUM TO DEVELOPMENT AGREEMENT

This is an Addendum to Development Agreement entered into on the _____ day of _____, 2016 between the **City of Jackson**, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "the City"), **and Detroit Entrepreneur Development, LLC**, a Michigan limited liability company, with offices at 13821 Fawn Woods Ct., Plymouth, MI 48170, Michigan (hereinafter "DED").

This Addendum shall be and is incorporated into the Development Agreement dated July 1, 2016 between the City and DED (hereinafter "the Development Agreement").

The City and DED agree to the following changes and/or additions to the Development Agreement:

A. Paragraph 5 of the Development Agreement shall be amended to read as follows:

> "5. PROMISSORY NOTE AND LETTER OF CREDIT. All members of Developer's limited liability company must personally execute Promissory Notes at closing in favor of the City of Jackson for all amounts due under this Agreement, jointly and severally. In addition, Developer must provide a letter of credit to City in the amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) by October 15, 2016. This amount corresponds to the amount stated in Paragraph 20 of this Agreement."

B. Paragraph 9 of the Development Agreement shall be amended to read as follows:

> "9. DEADLINE FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION. Commencement of construction must occur on or before November 15, 2016. If Developer purchases the Property, all construction must be

complete no later than twenty-four (24) months from the date of commencement of construction or pay the City an additional amount of either ONE HUNDRED THOUSAND DOLLARS ($100,000.00), or FIFTY THOUSAND DOLLARS ($50,000.00) plus an electronic copy of the building drawings with non-exclusive rights to use of the drawings."

C. Paragraph 14 of the Development Agreement shall be amended to read as follows:

14. LETTER OF INTENT TO CLOSE. Developer must serve the City with a written Letter of Intent to Close no later than October 15, 2016.

This Addendum is to be effective as of the date above.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as a proper corporate act of the City and Detroit Entrepreneur Development, LLC on the day and year first written above.

THE **CITY OF JACKSON, MICHIGAN**

By: _____
Patrick H. Burtch
Its City Manager

STATE OF MICHIGAN)
) SS:
JACKSON COUNTY)

Subscribed and sworn to before me, this ____ day of _____, 2016.

_____
Notary Public
Jackson County, Michigan
My commission expires:

DETROIT ENTREPRENEUR DEVELOPEMNT, LLC
A Michigan limited Liability Company

By: _____
Nick Dyc
Its President

STATE OF MICHIGAN)
)SS:
JACKSON COUNTY)

Subscribed and sworn to before me, this ____ day of _____, 2016.

_____
Notary Public
Jackson County, Michigan
My commission expires:

Drafted by:

Bethany M. Smith (P57913)
City Attorney
161 West Michigan Avenue
Jackson, MI 49201

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 Detroit Entrepreneur Development, LLC, a Michigan limited liability company, whose address is 13821 Fawn Woods Ct., Plymouth, MI 48170 ("DED" or "Developer").

WITNESSETH:

WHEREAS, the Developer is purchasing real property from the City located at the Northeast corner of the former Consumer's Energy parking lot between Louis Glick Highway and Pearl Street in Jackson, Michigan, which is more particularly described as:

(See Exhibit A, attached hereto and incorporated by reference)

with a fifteen (15) foot easement off the Right-of-Way line retained by the City. Hereinafter referred to as "the Property." The legal description is an approximate description of the Property and may vary at the time of the closing on the Property. An sketch of the Property is attached as Exhibit B to show the approximate boundaries; and

WHEREAS, the Developer intends to develop a mixed-use and/or residential development on the Property which is referred to hereinafter as "the Project." The Project is to consist of at least 4 stories (with 4 separate floors) with at least three floors of residential units.

WHEREAS, the Developer agrees that the Project scope and design must be approved by the City and be in compliance with all federal, state and local laws, rules and regulations; and

WHEREAS, the Developer agrees to comply with all conditions of the City of Jackson Chief Building Official, and Zoning Administrator and shall obtain approval of same for all building materials and design.; and

WHEREAS, the City desires that the Developer 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 residential housing and commercial development in the Downtown Development District; and

WHEREAS, the parties desire to ensure 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. GRANT OF OWNERSHIP AND RIGHT TO DEVELOP. In consideration of One Dollar ($1.00), receipt of which City acknowledges, paid by Developer to City, the City grants the Developer ownership and the right to develop the real property described on Exhibit A with all easements, rights and appurtenances (hereinafter "the Property") located at the Northeast corner of the former Consumer's Energy parking lot between Louis Glick Highway and Pearl Street in Jackson, Michigan and legally described on Exhibit A

attached with a fifteen (15) foot easement off of the Right-of-Way line retained by the City. The legal description is an approximate description of the Property and may vary at the time of closing. An aerial view of the Property is attached as Exhibit B to show the approximate boundaries of the Property.

3. SCOPE OF THE PROJECT. It is the understanding of the parties that Developer intends to develop a mixed-use and/or residential development at the Property, which is hereinafter referred to as "the Project." The Project shall consist of a structure of at least four (4) stories (with 4 separate floors) with at least three floors of residential units. The structure must substantially resemble the structure depicted on the attached rendition shown as Exhibit C. The Project scope and design must be approved by the City of Jackson and be in compliance with all federal, state and local laws, rules and regulations, and conditions of the Zoning Enforcement Officer through a separate Administrative site plan review. Developer must construct all improvements made to the area inside the dotted lines on Exhibit C.

4. TERM OF AGREEMENT. The term of this Agreement shall be seven (7) years from the date of execution. The term of this Agreement may be extended by the mutual consent of both parties. This Agreement will not take effect unless Developer takes title to the Property.

5. PROMISSORY NOTES AND LETTER OF CREDIT. All members of Developer's limited liability company must personally execute Promissory Notes at closing in favor of the City of Jackson for all amounts due under this Agreement, jointly and severally In addition, Developer must provide a letter of credit to City in the amount of Twenty-Five Thousand ($25,000.00) Dollars by July 28, 2016. This amount corresponds to the amounts stated in Paragraph 20 of this Agreement.

6. SUBSEQUENT SALE BY DEVELOPER. If Developer purchases the property from the City, and subsequently sells the property to a third party, Developer must pay to the City One Hundred Thousand ($100,000) Dollars if the sale to a subsequent purchaser occurs within two (2) years of the date that the certificate of occupancy is issued to Developer

for the primary structure on the Property. However any amounts that Developer paid to the City for the purchase price will be deducted. The parties agree to this provision in consideration for the reduced price at which the City sold the Property to Developer for the purposes of building a specific project considered necessary economic development. For purposes of this paragraph, a sale shall include a sale or transfer to a related entity, unless permission for the sale or transfer has been received from the City of Jackson City Council prior to the sale or transfer.

7. PARKING.

A. *Availability of Parking.* City and Developer recognize that access to parking is critical to redevelopment of the Property. As a result, City will make parking hang tags available to Developer for the Property. The parking may be in parking spaces located in either surface lots or parking decks within a reasonable distance to the Property. City determines the location of the spaces in which parking is available. Parking permit hangtags will be issued to the Developer upon Developer's request. This provision on parking is not effective unless Developer closes on the Property within the time periods set forth in the Purchase Agreement between the Parties.

B. *Price of Parking.* The price of each parking permit hang tag shall be Fifty and 0/100 Dollars ($50.00) per month per tag. The price of each parking permit hang tag shall increase by Three percent (3%) per year for the first five (5) years from the date of exercise of this Option. After five (5) years, the price of the parking permit hang tag shall be increased annually on the anniversary of the effective date of this Agreement by a percentage equal to the percentage increase in the Consumer Price Index, All Cities, published by the U.S. Department of Labor for the month this Agreement goes into effect and the most recently published index at the anniversary date of this Agreement, and shall not exceed a Three (3%) Percent increase at any time.

8. TWO WAY CONVERSION. Developer shall have no obligation to close on the sale of the Property unless Developer has received a commitment in writing prior to exercise of this Agreement from the City of Jackson City Council that Louis Glick Highway and Washington Street loop will be converted to two-way streets. Said conversion project is an MDOT project which is planned to commence at the completion of the West Michigan Avenue road construction project. The two way conversion project is anticipated to be completed by December 31, 2017. If MDOT decides not to pursue the project, and MDOT's decision is made publicly known prior to exercise of this Agreement, then Developer may terminate this Agreement.

9. DEADLINE FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION. Commencement of construction must occur on or before November 1, 2016. If Developer purchases the Property, all construction must be completed no later than twenty-four (24) months from the date of commencement of construction or pay the City an additional amount of either ONE HUNDRED THOUSAND DOLLARS ($100,000.00), or FIFTY THOUSAND DOLLARS ($50,000) plus an electronic copy of the building drawings with non-exclusive rights to use of the drawings

10. CONDITION OF THE PROPERTY. Both City and Developer acknowledge that they are aware of the present condition of the Property and that the City has no present plans to repair or preserve the Property. The City shall have no obligation under the terms of this Agreement to repair or maintain the Property in any other manner. Developer acknowledges that any repairs that are made to the property are done solely for the benefit of the Developer in order to preserve the Property for Developer's intended Project.

11. INSURANCE. As a precondition to the Developer entering the Property prior to completing the closing to transfer the Property, it shall be required to show evidence of commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is reasonably acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests.

Both bodily injury and property damage insurance must be on an occurrence basis; and such policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if the City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. Such insurance coverage shall be issued by financially responsible insurance companies, licensed in the State of Michigan, and approved by the City. Upon request by the City, the Developer shall submit all insurance policies for review. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City.

12. AUTHORIZATION TO ENTER. City authorizes Developer to enter upon the Property at any time prior to closing to survey the Property, to determine the exact dimensions and legal description thereof, to make soil borings to determine the suitability of the land for the intended uses, and to analyze the soil borings to ascertain the level of contaminants. Developer bears the expense of all borings, surveying and testing. The Developer may inspect the Property and all buildings on the Property and conduct such tests, as Developer may desire, including an environmental assessment of the Property. The Developer or any party the Developer designates is granted reasonable access to the Property for inspection. In each instance, the Developer must inform City of the time and date when Developer or others acting on its behalf wish to inspect the Property so that those visits can be scheduled at times that accommodate City's schedule. Developer must repair all damage caused to the Property to City's satisfaction within 30 days of the visit.

13. POSSESSION. Developer shall have possession of the Property immediately after the closing is completed.

14. LETTER OF INTENT TO CLOSE. Developer must serve the City with a written Letter of Intent to Close no later than September 15, 2016.

15. WATER MAIN TAP. City shall install and pay the costs of constructing the water main tap to the Property line for the use of the subject Property if the Developer closes on the Property.

16. UTILITY RELOCATION COSTS. Developer shall pay the costs to relocate any utilities, other than those utilities owned by the City, which would need to be relocated due to construction by Developer. The City shall not be responsible to pay the costs to relocate or construct any utilities due to any construction by the Developer, other than those regarding the water main tap.

17. REVOCABLE LICENSES. Developer must apply for revocable licenses for the dumpster surround, electrical service area, and all portions of the building that overhang the property line.

18. SIDEWALKS AND ALLEY. Developer will pay to construct all infrastructure and install all landscaping within the boundaries outlined by dotted lines on Exhibit C.

19. BROKER'S FEES; FINDER'S FEES; DEVELOPMENT FEES; DEVELOPER'S AGENT. No broker's fees will be paid in connection with the Property for this transaction.

20. REVERSION OF PROPERTY AND PENALTIES.

    a. If the parties do not complete the closing to transfer the Property by the date specified in this Agreement, this Agreement is null and void, Developer shall pay to City TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), all closing costs, personnel and labor cost, and all other actual costs and expenses incurred by the City related to the "Option and Preliminary Development Agreement" dated March 28, 2016, the Purchase Agreement, and this Development Agreement.

    b. If the parties complete the closing to transfer the Property, but Developer does not commence construction on or before the date specified in the Development Agreement, the Property shall revert back to the City, the Developer shall pay to the City all personnel and labor cost, closing costs, transfer taxes, recording fees

and all other costs and expenses, not to exceed Twenty Five Thousand Dollars ($25,000), incurred by the City as a result of the original sale to Developer and/or from the subsequent sale to the City, plus any unpaid taxes that have accrued during the Developer's period of ownership of the Property, and all other actual costs and expenses incurred by the City related to the "Option and Preliminary Development Agreement" dated March 28, 2016, the Purchase Agreement, and this Development Agreement. The phrase "construction has been commenced" or "commencement of construction" for purposes of this Agreement shall mean that plans and specifications have been approved, all necessary permits have been issued, excavation according to the approved plans has begun on the Project site, and installation of a footer has occurred.

c. If Developer commences construction but does not complete construction by the date specified in this Development Agreement, the Property shall revert back to the City, the Developer shall pay to the City the cost for the City to remove and abate any and all construction or improvements made to the Property by Developer, Developer shall immediately pay and fully satisfy all liens, mortgages, or other encumbrances on the Property. Developer shall pay to City all personnel and labor cost, closing costs, transfer taxes, recording fees and all other costs and expenses, not to exceed Twenty Five Thousand Dollars ($25,000), incurred by the City as a result of the original sale to Developer and/or from the subsequent sale to the City, plus any unpaid taxes that have accrued during the Developer's period of ownership of the Property, and all other actual costs and expenses incurred by the City related to the "Option and Preliminary Development Agreement" dated March 28, 2016, the Purchase Agreement, and this Development Agreement, and all building, site, engineering, and construction plans and drawings related to the construction or improvements made to the Property by Developer shall be provided to and owned by the City.

21. DEVELOPMENT CRITERIA.

a. CODE COMPLIANCE. If and when Developer obtains title, it will construct and operate the Project in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.

b. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Neighborhood and Economic Operations no less than thirty (30) days prior to the commencement of construction activities.

c. DEVELOPMENT SIZE and INVESTMENT. Developer will construct a structure of at least 4 separate floors with at least three floors of residential units and at least one commercial unit on the first floor (ground level).

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. "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, the structure on the Property is ready for use, and all amounts due pursuant to this Agreement have been fully paid City in its sole discretion shall determine whether Developer bas completed the development of the Property.

ii. Developer must comply with the following:

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 Thirty (30) from the granting of a certificate of occupancy for a residential

unit, unless and until such registration requirement is removed from the City of Jackson ordinances;

C. Developer must obtain all housing inspections required by the City of Jackson Code of Ordinances and Resolutions and comply with the Housing Code;

D. Developer must obtain a zoning compliance certificate prior to commencement of construction;

E. Developer must obtain City approval of all building materials used and the placement of all building materials prior to any construction, repair or rehabilitation of the Property;

F. In addition to the landscaping standards set forth in the City of Jackson Code of Ordinances, Developer shall plant up to six (6) street trees along the frontage of the Property that have been provided with electrical power so as to illuminate tree lights which are required for each street tree. . Developer shall reimburse City for all costs to the City associated with the planting and illumination of these street trees; and

G. Developer shall screen any equipment placed on the roof of the Property in a manner approved by the Zoning Enforcement Officer and Chief Building Official.

22. INSPECTIONS. Developer 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.

23. 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. 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.

24. TAXES, UTILITIES, AND ASSESSMENTS. Developer must pay the yearly payment of taxes, City assessments, City utilities, and outstanding City debts related to the Property when such become due. In addition, Developer must require its contractors and subcontractors comply with the City of Jackson income tax requirements.

25. 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.

26. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.

27. 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, sexual orientation, gender identity, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.

28. 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 and obligations under this Agreement to an affiliated or related entity, without the consent of the City.

29. 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:	Detroit Entrepreneur Development LLC 13821 Fawn Woods Ct. Plymouth, MI 48170

30. 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

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.

35. 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.

36. 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.

37. 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 1ST day of July, 2016.

THE CITY OF JACKSON

By: Patrick H. Burtch
Patrick H. Burtch, City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this 1ST day of July, 2016, by Patrick H. Burtch, the City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

LAURIE L. HUFF
Notary Public, State of Michigan
County of Jackson
My Commission Expires Sep. 03, 2019
Acting in the County of Jackson

Laurie L. Huff
Laurie L. Huff, Notary Public
Jackson County, Michigan
My commission expires 09/03/2019

DETROIT ENTREPRENEUR DEVELOPMENT, LLC, a Michigan limited liability company

By: _____
Nick Dyc
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this 1st day of July, 2016, by Nick Dyc, as President of Detroit Entrepreneur Development, LLC, a Michigan limited liability company.

LAURIE L. HUFF
Notary Public, State of Michigan
County of Jackson
My Commission Expires Sep. 03, 2019
Acting in the County of

_____, Notary Public
Jackson County, Michigan
My commission expires: 09/03/2019

EXHIBIT A – LEGAL DESCRIPTION

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

> Part of Lots 5 & 8, B2N, R1W of the original plat of Jacksonburg, as platted in the original Stratton map of the City of Jackson, County of Jackson, State of Michigan, being further described as beginning at a point 10 feet south of the northeast corner of said Lot 5, thence S89°40'55"W parallel to the north line of Lots 5 & 8, 203.35 feet, thence S00°19'05"E 57.33 feet, thence N89°40'55"E 203.12 feet to the east line of Lot 5, thence North along said east line 57.33 feet to the point of beginning.

Exhibit B
Approximate Property Boundaries

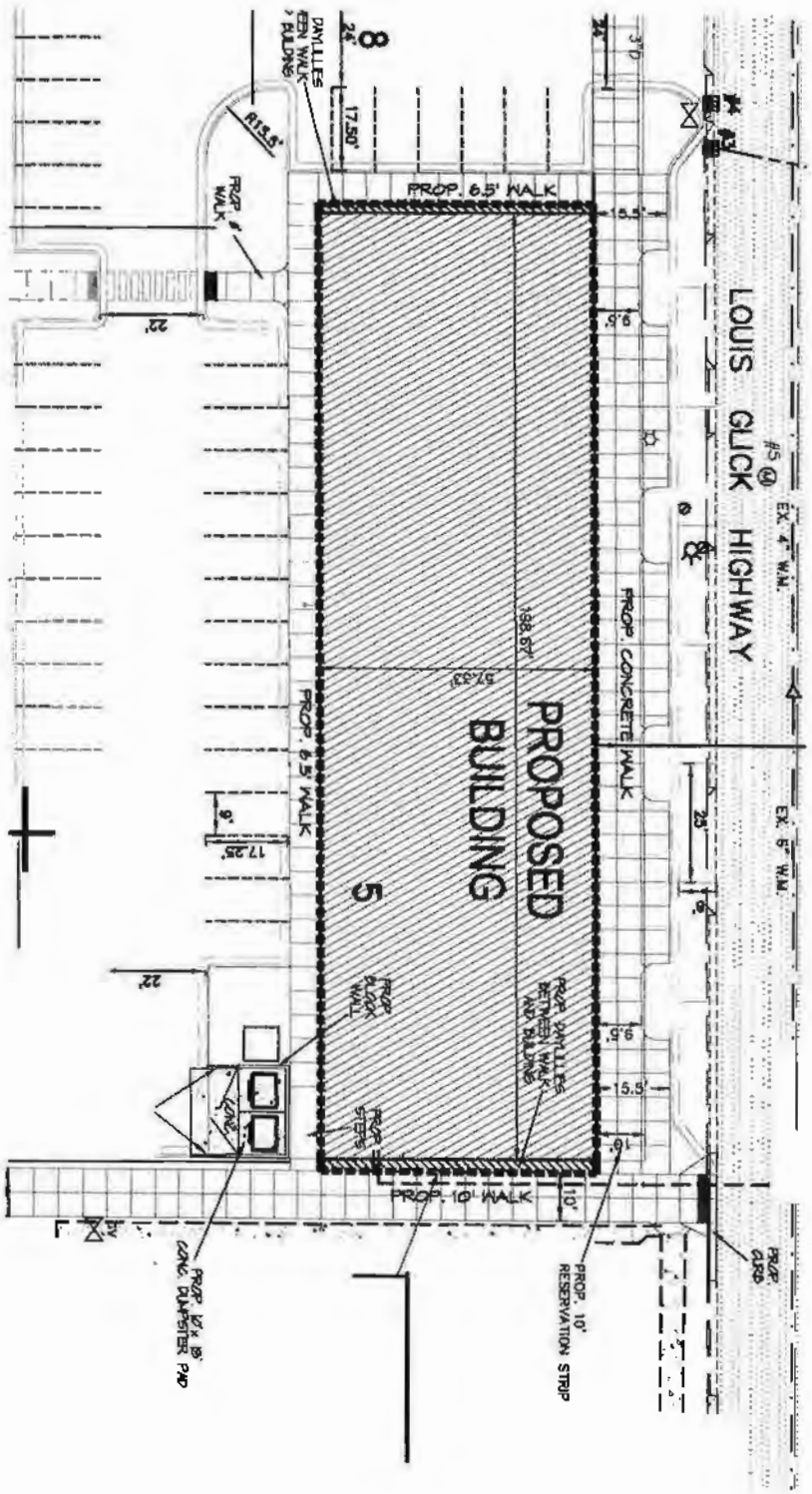

Exhibit C
Area of Property that Developer Must Construct

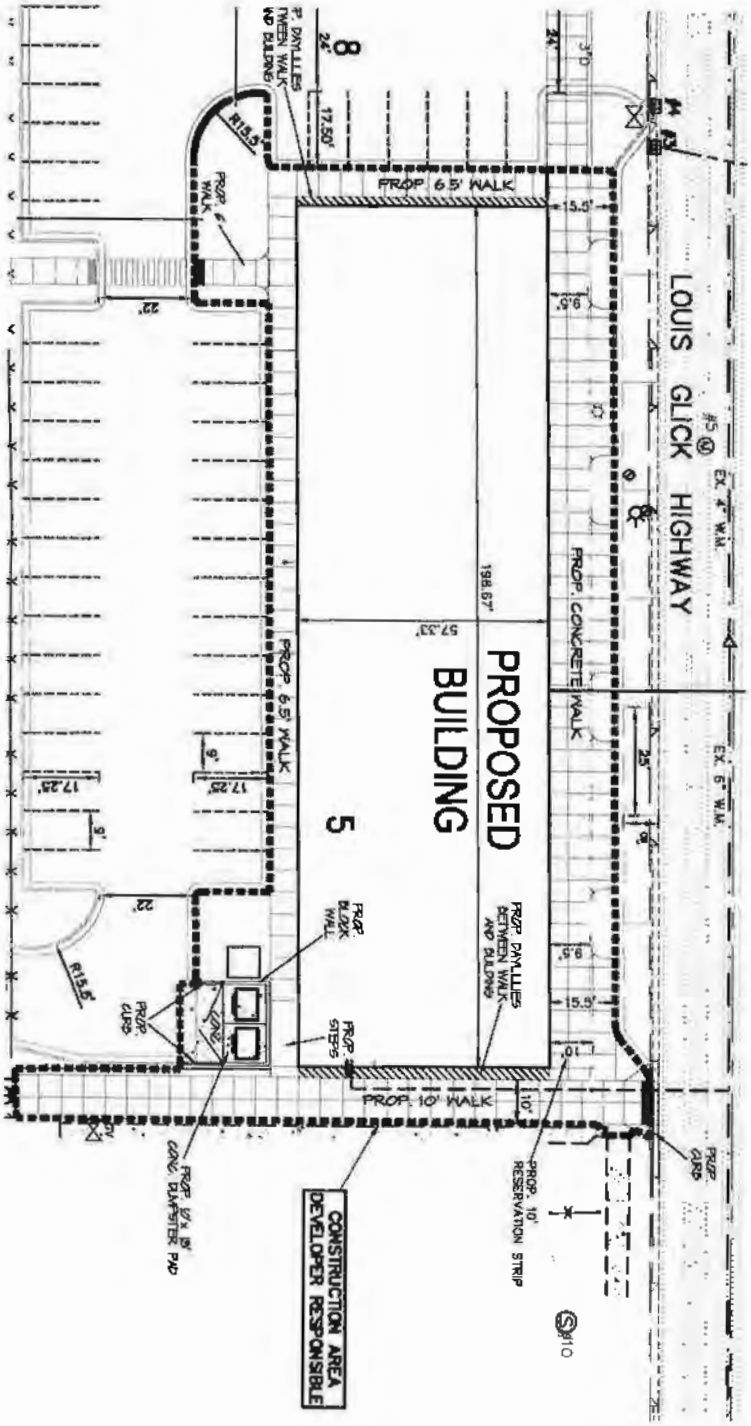

Exhibit D
Rendition of Structure

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – September 20, 2016

SUBJECT: ***Addendum to Purchase Agreement***
Detroit Entrepreneur Development, LLC

Recommendation: APPROVE execution of the attached *Addendum to Purchase Agreement*, authorize the City Manager to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

Your consideration and concurrence is appreciated.

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Original Agreement

ADDENDUM TO PURCHASE AGREEMENT

This is an Addendum to Purchase Agreement entered into on the _____ day of _____, 2016 between the **City of Jackson**, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "the City"), **and Detroit Entrepreneur Development, LLC**, a Michigan limited liability company, with offices at 13821 Fawn Woods Ct., Plymouth, MI 48170, Michigan (hereinafter "DED").

This Addendum shall be and is incorporated into the Purchase Agreement dated July 1, 2016 between the City and DED (hereinafter "the Development Agreement").

The City and DED agree to the following changes and/or additions to the Purchase Agreement:

A. Paragraph 6 of the Purchase Agreement shall be amended to read as follows:

"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 that closing shall occur no later than November 1, 2016."

B. Paragraph 29 of the Purchase Agreement shall be amended to read as follows:

"29. LETTERS OF CREDIT.

Buyer must provide the City a Letter of Credit in the amount of Twenty-Five Thousand ($25,000.00) Dollars by October 15, 2016. This Letter of Credit is required as part of the Developer's obligations contained in Paragraph 28. "

This Addendum is to be effective as of the date above.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as a proper corporate act of the City and the Detroit Entrepreneur Development, LLC on the day and year first written above.

THE **CITY OF JACKSON, MICHIGAN**

By: _____
Patrick H. Burtch
Its City Manager

STATE OF MICHIGAN)
) SS:
JACKSON COUNTY)

Subscribed and sworn to before me, this ____ day of _____, 2016.

_____
Notary Public
Jackson County, Michigan
My commission expires:

DETROIT ENTREPRENEUR DEVELOPEMNT, LLC
A Michigan limited Liability Company

By: _____
Nick Dyc
Its President

STATE OF MICHIGAN)
)SS:
JACKSON COUNTY)

Subscribed and sworn to before me, this ____ day of _____, 2016.

_____
Notary Public
Jackson County, Michigan
My commission expires:

Drafted by:

Bethany M. Smith (P57913)
City Attorney
161 West Michigan Avenue
Jackson, MI 49201

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **the City of Jackson**, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, MI 49201 (Seller), and **Detroit Entrepreneur Development, LLC**, a Michigan limited liability company, whose address is 13821 Fawn Woods Ct., Plymouth, MI 48170 (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

(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 and to the execution of a Development Agreement as set forth herein. The approximate boundaries of the property are as shown on Exhibit B attached.

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 (b) 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

This is a parcel 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 no later than October 1, 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 is to be given at closing.

9. INSPECTION CONTINGENCY

This offer is contingent on the Buyer, at the Buyer's option, having the land and any structures examined for physical condition including, but not limited to, environmental contamination or conditions; satisfactory foundations; drainage; grading; and construction; by a contractor/professional inspector of Buyer's own choice and at Buyer's own expense within sixty (60) days of the Effective Date (as defined below). Unless Buyer notifies Seller, in writing, within sixty (60) 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 to make the required repairs 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 **Ten Thousand and NO/100 ($10,000.00) Dollars** to repair, as determined by the reasonable estimate of Seller's contractor, shall constitute "substantial cause to be dissatisfied."

10. CONDITION OF PROPERTY

Buyer acknowledges and agrees that the Property shall be sold, and Buyer shall accept possession of the Property on the Closing Date, "AS IS- WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price, and Buyer shall assume the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by Buyer'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. Buyer moreover acknowledges (i) that Buyer 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 Buyer 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 Buyer 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 those defects were latent or patent.

11. 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.

12. 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 Buyer 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 Buyer from any and all liability hereunder, and/or (b) enforce specific performance of Buyer's obligation to execute the documents and pay the Purchase Price required for Seller to convey the Property to Buyer. Seller shall give 10 days' notice and an opportunity to cure any breach by Buyer occurring less than 10 days prior to the agreed upon date of Closing.

13. 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.

14. 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.

15. BUYER'S ACCESS TO PROPERTY

While this Agreement remains in effect, Buyer and Buyer'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 Buyer's development of the Property.

16. BINDING AGREEMENT

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

17. 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.

18. 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.

19. ENTIRE AGREEMENT

The parties agree that this Purchase Agreement and the Development Agreement contain the entire terms and conditions between Seller and Buyer and that there are no other 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. This Purchase Agreement and the Development Agreement supersede the "Option and Preliminary Development Agreement" dated March 28, 2016.

20. REPRESENTATIONS & WARRANTIES

Buyer represents and warrants to Seller as follows:

(A) Buyer 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 the Commonwealth of Michigan to conduct business therein.)

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

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

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

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

The representations and warranties of Buyer 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 Buyer not later than 90 days following the Closing Date.

21. NOTICES

(a) All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller, Buyer 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:

<u>If to Seller:</u>

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

<u>With a copy to:</u>

City of Jackson
Attn: City Attorney

161 W. Michigan Ave.
Jackson, MI 49201

If to Buyer:

Detroit Entrepreneur Development, LLC
13821 Fawn Woods Ct.,
Plymouth, Michigan 48170

If to Title Company:

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

22. GENERAL CONDITIONS

Each of the Exhibits referred to in this Agreement and attached to this Agreement are 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.

23. 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 to consummate more.

24. 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 Buyer 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.

25. 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.

26. CHOICE OF LAW

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

27. 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 party 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.**

28. DEVELOPMENT AGREEMENT

Buyer agrees that this Purchase Agreement is contingent upon the Buyer signing a Development Agreement prior to or contemporaneous with the closing on the Property between the parties, in which Buyer agrees to complete and abide by the terms and conditions stated in the Development Agreement.

a. If the parties do not complete the closing to transfer the Property by the date specified in this Agreement, this Agreement is null and void, Buyer shall pay to Seller TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), or all closing costs, personnel and labor cost, and all other actual costs and expenses incurred by the City related to the "Option and Preliminary Development Agreement" dated March 28, 2016, this Agreement, and the Development Agreement, not to exceed Twenty Five Thousand Dollars ($25,000), whichever is less.

b. If the parties complete the closing to transfer the Property, but Buyer does not commence construction on or before the date specified in the Development Agreement, the Property shall revert back to the Seller, the Buyer shall pay to Seller all personnel and labor cost, closing costs, transfer taxes, recording fees and all other costs and expenses incurred by the City as a result of the original sale to

Grantee and/or from the subsequent sale to the City, plus any unpaid taxes that have accrued during the Grantee's period of ownership of the Property, and all other actual costs and expenses, not to exceed Twenty Five Thousand Dollars ($25,000), incurred by the City related to the "Option and Preliminary Development Agreement" dated March 28, 2016, this Agreement, and the Development Agreement. Buyer agrees that Seller has no obligation to close on the Property if the Development Agreement as referenced above is not signed by the Buyer prior to the closing on the Property that is the subject of this Agreement, and (3) that Buyer cannot construct any structure (including but not limited to sheds, garages, or parking facilities, on the Property prior to complete construction of the principal structure shown on Exhibit C. The phrase "construction has been commenced" or "commencement of construction" for purposes of this Agreement shall mean that plans and specifications have been approved, all necessary permits have been issued, excavation according to the approved plans has begun on the Project site, and installation of a footer has occurred.

c. If Buyer does not complete construction by the date specified in the Development Agreement, the Property shall revert back to the Seller, the Buyer shall pay to Seller the cost for the Seller to remove and abate any and all construction or improvements made to the Property by Buyer, Buyer shall immediately pay and fully satisfy all liens, mortgages, or other encumbrances on the Property. Buyer shall pay to Seller all personnel and labor cost, closing costs, transfer taxes, recording fees and all other costs and expenses, not to exceed Twenty Five Thousand Dollars ($25,000), incurred by the City as a result of the original sale to Grantee and/or from the subsequent sale to the City, plus any unpaid taxes that have accrued during the Grantee's period of ownership of the Property, and all other actual costs and expenses incurred by the City related to the "Option and Preliminary Development Agreement" dated March 28, 2016, this Agreement, and the Development Agreement, and all building, site, engineering, and construction plans and drawings related to the construction or improvements made to the Property shall be provided to, possessed, and owned by the City.

29. LETTERS OF CREDIT

Buyer must provide the City a Letter of Credit in the amount of Twenty-Five Thousand ($25,000.00) Dollars by July 28, 2016. This Letter of Credit is required as part of the Developer's obligations contained in Paragraph 28.

30. TWO WAY CONVERSION

Buyer shall have no obligation to close on the sale of the Property unless Buyer has received a commitment in writing prior to exercise of this Agreement from the Buyer that Louis Glick Highway and Washington Street loop will be converted to two-way streets. Said conversion project is an MDOT project which is planned to commence at the completion of the West Michigan Avenue road construction project. The two way

conversion project is anticipated to be completed by December 31, 2017. If MDOT decides not to pursue the project, and MDOT's decision is made publicly known prior to exercise of this Agreement, then Buyer may terminate this Agreement.

31. 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:

DETROIT ENTREPRENEUR DEVELOPMENT, LLC, ~~LLC~~ PHD MD

By _____ Nicholas Dyc
Its: President
Dated: 7/1/16

By: _____
Its: _____
Dated: _____

By _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 1st day of July, 2016 by Nicholas Dyc, the President of Detroit Entrepreneur Development LLC a Michigan limited liability company, on behalf of the company.

Laurie L. Huff
Notary Public, Jackson County, Michigan
My Commission Expires: 09/03/2019

LAUREL L. HUFF
Notary Public, State of Michigan
County of Jackson
My Commission Expires Sep. 03, 2019
Acting in the County of JACKSON

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in _____ County, _____ this _____ day of _____, 2016 by _____, the _____ of _____, a Michigan limited liability company, on behalf of the company.

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

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in _____ County, _____ this _____ day of _____, 2016 by _____, the _____ of _____, a Michigan limited liability company, on behalf of the company.

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

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in _____ County, _____ this _____ day of _____, 2016 by _____, the _____ of _____, a Michigan limited liability company, on behalf of the company.

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

SELLER:

CITY OF JACKSON

Patrick H Burtch

By: Patrick H. Burtch
Its: City Manager

Dated: 7/1/2016

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this 1st day of July, 2016 by Patrick H. Burtch, the City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

LAURIE L. HUFF
Notary Public, State of Michigan
County of Jackson
Commission Expires Sep. 03, 2019
In the County of Jackson

Laurie L. Huff
Notary Public, Jackson County, Michigan
My Commission Expires: 09/03/2019

EXHIBIT A – LEGAL DESCRIPTION

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

> Part of Lots 5 & 8, B2N, R1W of the original plat of Jacksonburg, as platted in the original Stratton map of the City of Jackson, County of Jackson, State of Michigan, being further described as beginning at a point 10 feet south of the northeast corner of said Lot 5, thence S89°40'55"W parallel to the north line of Lots 5 & 8, 203.35 feet, thence S00°19'05"E 57.33 feet, thence N89°40'55"E 203.12 feet to the east line of Lot 5, thence North along said east line 57.33 feet to the point of beginning.

EXHIBIT B – PROPOSED BOUNDARIES OF STRUCTURE

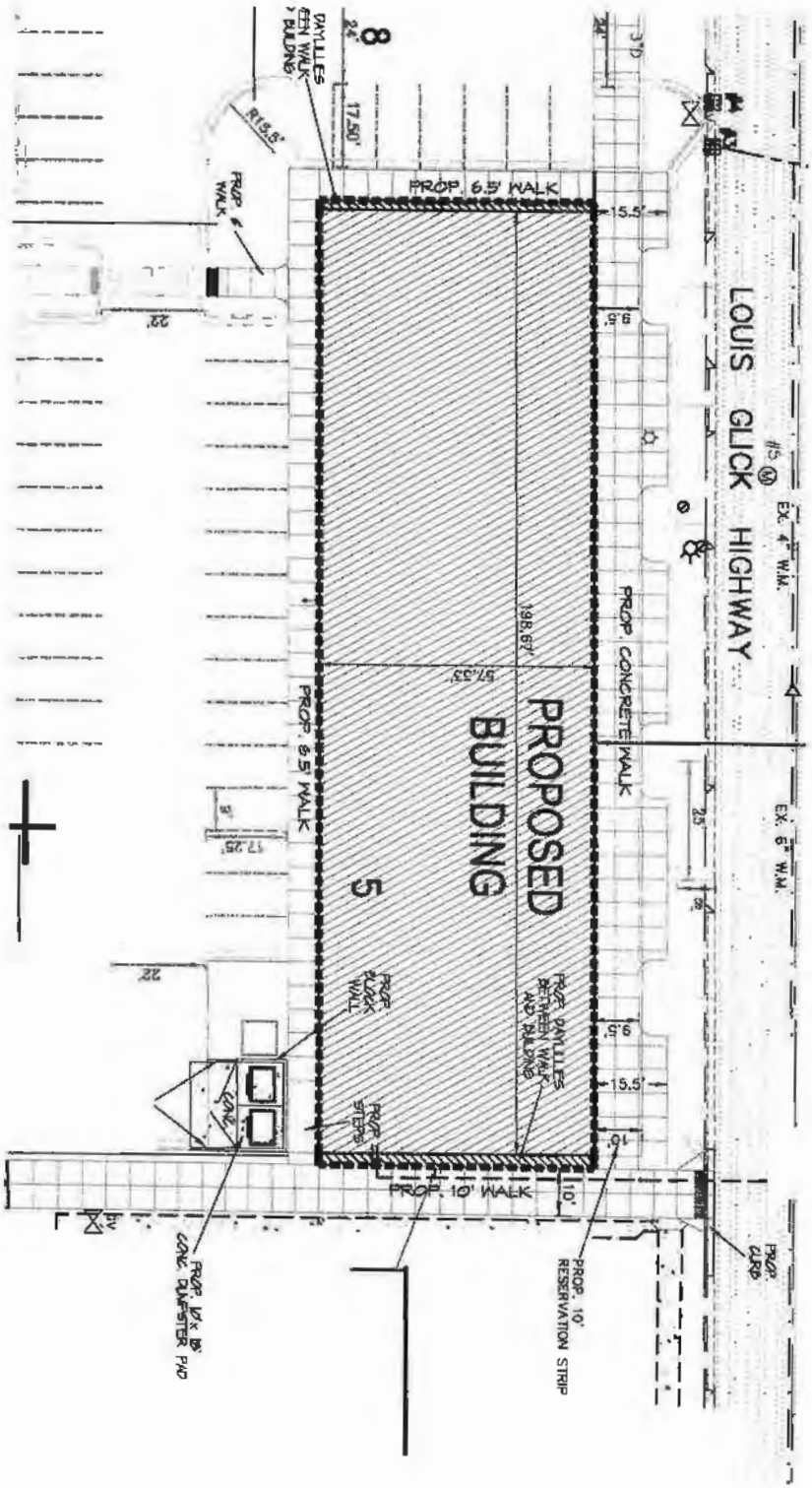

EXHIBIT C – RENDITION OF PROPOSED STRUCTURE

ADDENDUM TO
PARKING PERMIT PURCHASE AGREEMENT

This Addendum (the Addendum) made on the last date appearing below is attached to and is a part of the Parking Permit Purchase Agreement (the Agreement) between **the City of Jackson**, as "City" or "Seller" and Detroit Entrepreneur Development, LLC, as "DED" or "Purchaser" to amend the printed text of the Agreement as follows:

1. Paragraph 2 of the Agreement is revised to state the following:

   "2. Whether additional parking is constructed or not constructed, the City shall provide 54 parking permit hang tags for DED for use in any city parking lot for the amount of Fifty ($50.00) Dollars per month per tag for the first year. The price of each parking permit hang tag shall increase by Three percent (3%) per year for the first five (5) years from the date of exercise of this Option. After five (5) years, the price of the parking permit hang tag shall be increased annually on the anniversary of the effective date of this Agreement by a percentage equal to the percentage increase in the Consumer Price Index, All Cities, published by the U.S. Department of Labor for the month this Agreement goes into effect and the most recently published index at the anniversary date of this Agreement, and shall not exceed a Three (3%) Percent increase at any time. The parking permit hang tags shall be Green series parking hang tag permits (or other general parking hang tag color as may be changed from time to time) for use in city public parking spaces. A map of the parking lots at which the Green series parking permit hang tags may be used is attached as Exhibit C."

2. Paragraph 3 of the Agreement is revised to state the following:

   "3. The purchase price for one year of 54 parking permit hang tags, that initial amount being Thirty Four Thousand Four Hundred ($32,400.00) Dollars, must be paid ten (10) days from issuance of the certificate of occupancy and reoccurring every year from that date for the period of this Agreement. This amount shall be nonrefundable.

3. To the extent of any inconsistency or discrepancy in the language of this Addendum with the preprinted language of the Agreement, the language of this Addendum shall control.

Detroit Entrepreneur Development, LLC
By: _____
Nicholas Dyc
Its: **President**
Dated: 7-1-16

City of Jackson
By: _____
Patrick H. Burtch
Its: **City Manager**
Dated: 7-1-16

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, City Attorney

DATE: Council Meeting – September 20, 2016

SUBJECT: ***Sponsorship Rights Agreement – Experience Jackson***

Recommendation: APPROVE the attached *Sponsorship Rights Agreement* between the City of Jackson and Experience Jackson, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize 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 – September 20, 2016

RECOMMENDATION: APPROVE the attached *Sponsorship Rights Agreement* between the City of Jackson and Experience Jackson, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

SUMMARY

The attached *Sponsorship Rights Agreement* sets out the rights and responsibilities of the City of Jackson and Experience Jackson as to the use of the Tivoli light poles for placement of 12 banners 3 x 6 feet in size for two seasons per year (summer and winter) for 10 years. A photograph of the light poles are attached.

HISTORY, BACKGROUND and DISCUSSION

Experience Jackson would like to place 12 banners for 2 seasons per year on the Tivoli light poles located in Horace Blackman Park. Experience Jackson will pay $25,000.00 for the right to sponsorship. The City of Jackson shall have the right to approve the design.

POSITIONS

APPROVE the attached *Sponsorship Rights Agreement* between the City of Jackson and Experience Jackson, authorize the Mayor to sign same, authorize the City Attorney to make minor modifications and to take all actions necessary to finalize the Agreement.

ATTACHMENTS: Sponsorship Rights Agreement
Photograph of Tivoli light poles

SPONSORSHIP RIGHTS AGREEMENT

THIS SPONSORSHIP RIGHTS AGREEMENT ("Agreement") is made as of the ____ day of _____, 2016, by and between the **CITY OF JACKSON** ("referred to hereafter as the City") located at 161 W. Michigan Avenue, Jackson, Michigan 49201 and **Jackson County Visitors Bureau DBA EXPERIENCE JACKSON (referred to hereafter as "Experience Jackson"),** located at 141 S. Jackson Street , Jackson, Michigan 49201. The following recitals form the basis for this Agreement and are made a material part hereof:

WHEREAS, The City is the owner of the land and improvements comprising the park located in the 200 block of West Michigan Avenue, the north boundary line of Park fronts on Pearl Street, and the South boundary line of which park fronts on West Michigan Avenue, known as Horace Blackman Park ("Park") and upon which an Art Pavilion is to be constructed; and

WHEREAS, it is recognized that the City and Experience Jackson wish to confer the "sponsorship rights" to the Tivoli light poles in the center of the Park, and are honored that Experience Jackson desires to obtain those rights.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and considerations in the Agreement and below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Experience Jackson agree as follows:

1. Service Mark.

The "Service Mark" shall mean the words "Experience Jackson", or such other words, photographs, symbols or depictions which are representative of Experience Jackson. The service mark may be modified in the event Experience Jackson legally changes its name provided the new service mark must be approved in writing by the City. The City's approval may not be unreasonably withheld.

2. Term.

The term of this Agreement ("Term") shall commence on October 15, 2016, and shall end on October 14, 2026.

3. Use of the Service mark by the City and Experience Jackson.

The City and Experience Jackson further agree, without limitation, as follows:

(a) To exclusive use by Experience Jackson of the Service Mark on twelve (12) banners located on Tivoli light poles at the center of the Park for the summer and the winter seasons for ten (10) years with Experience Jackson having the right to change banners as often as it chooses. Said banner may not be larger than three (3) feet by six (6) feet in dimension. The banners will be installed by the City and Experience Jackson will pay for the installation within thirty (30) days of invoice;

(b) To allow Experience Jackson, at its own cost, to modify the Service Mark should Experience Jackson legally change its name, with all other provisions of this agreement remaining in full effect;

(c) To approval of the materials, design and content of the banners by the City;

(d) To permit a speaker on behalf of Experience Jackson to speak at a ribbon cutting ceremony for the Art Pavilion.

(e) To place the Service Mark on a plaque on the Art Pavilion along with names of other contributors.

(f) All banners provided hereunder shall be in compliance with the Code of the City of Jackson, shall be maintained in good condition and, as reasonably necessary, replaced at Experience Jackson's cost.

Experience Jackson represents that it has the full right and authority to authorize the Service mark to be utilized and displayed by the City as indicated herein.

4. Rights Fee.

In consideration for the rights granted under this Agreement, Experience Jackson hereby agrees to contribute to the City a Rights Fee in the amount of Twenty-Five Thousand ($25,000) Dollars. Experience Jackson shall pay Twelve Thousand Five Hundred ($12,500.00) Dollars of the total in full within thirty (30) days of invoice receipt. The remaining balance shall be due within thirty (30) days of invoice receipt after the completion of the construction of the Art Pavilion structure. It is the intent of the parties hereto that the contributions by Experience Jackson hereunder shall be deductible from federal, state and local income taxes to the fullest extent allowed by law.

5. Default and Remedies.

(a) **Default by Experience Jackson**. In the event that Experience Jackson fails to pay the Rights Fee when due, and such failure continues for a period of fifteen (15) days after written notice to Experience Jackson, or fails to comply with any obligation herein contained and such failure continues for a period of thirty (30) days after written notice to Experience Jackson, the City shall be entitled to exercise any or all of the following remedies:

(i) If and only if such failure is material, to cause the Term to end on a date designated in such notice, which date may not be less than sixty (60) days after the date of such notice; or

(ii) To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

(b) **Default by the City**.

(i) Except for a Default under Paragraph 8, if the City fails to comply with any of its material obligations under this Agreement, including failure to maintain the Park in good condition and repair, which failure shall continue for a period of thirty (30) days after notice thereof to the City from Experience Jackson; provided, however, if such failure is not reasonably curable within thirty (30) days, the City shall be afforded a reasonable period of time not to exceed sixty (60) days to cure or remedy such failure so long as the City in good faith is attempting, at all reasonable times during such period, to cure such failure; or

(ii) If the City shall officially utilize the Tivoli light poles for any other Service Mark other than that of Experience Jackson; or

(iii) Upon the occurrence of a Force Majeure which results in a cessation of Park Operations for more than 180 days. For purposes of this Agreement, (A) "Force Majeure" shall mean a fire or other casualty, act of God, or other cause beyond the control of the City; and (B) "Park Operations" shall mean the events and activities normally conducted at the Park throughout each year, including, without limitation, performance, displays and other activities and events upon the Art Pavilion.

(iv) The City may terminate this Agreement with sixty (60) days' notice. Upon such termination, Experience Jackson shall be entitled to a pro rata refund of the rights fee paid to the date of the termination.

(c) Upon the occurrence of a Default by the City, Experience Jackson shall have the right to any one or more of the following remedies:

(i) To terminate this Agreement with no further obligations;

(ii) To receive a retroactive adjustment of the Rights Fee in accordance with the number of days from and after the date of this Agreement through and including the date on which the Default by the City occurred in the case of a Default by the City as described in (b)(i), (b)(ii) above; and

(iii) To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

Notwithstanding anything to the contrary herein, in the event that, during the Term hereof, the Park Operations are ceased for more than six (6) months for any reason, the Term shall be automatically extended for the aggregate period during which the Park Operations are ceased. In no event shall the City be liable for any damages in excess of a retroactive adjustment of the Rights Fee for the year in which any default or breach hereunder shall occur. A lack of events due to severe, inclement or winter weather shall not constitute ceasing of operations.

6. Equitable Relief.

The City acknowledges that the rights and privileges granted to Experience Jackson hereunder are special, unique, extraordinary, and difficult to replace, which gives them a peculiar value, the loss of which by Experience Jackson could not be reasonably or adequately compensated in damages in an action at law, and that the City's failure or refusal to perform their obligations

hereunder would cause Experience Jackson irreparable loss and damage. If the City fails or refuses to perform such obligations, Experience Jackson shall be entitled to injunctive or other equitable relief against the City, including temporary ex parte relief before a time at which a preliminary hearing may be held by a court of competent jurisdiction to prevent the continuance of such failure or refusal or to prevent the City from granting rights to others in violation of this Agreement.

7. Morals Clause.

The parties acknowledge that:

(a) The City may rescind naming rights without any refund of any rights fee if, in the City's sole discretion, it is determined that:
   (i) The Service mark has become inappropriate due to criminal acts of Experience Jackson's employees, board members, or directors; or
   (ii) Any other factor relating to Experience Jackson has arisen which would discredit the City.

   This provision applies only to Experience Jackson and those employees, officers and representatives of Experience Jackson and not to any officer, employee or representative of the Jackson County Visitors' Bureau or other related entity.

(b) Experience Jackson may rescind naming rights if it is determined that the City as an entity has committed a criminal act.

8. Sale or Redevelopment of Horace Blackman Park.

If Horace Blackman Park is sold or redeveloped, the City may terminate this Agreement on sixty (60) days' notice. Experience Jackson shall be entitled to a pro rate refund of the rights fee paid to the date of termination.

9. Assignment.

Experience Jackson may not assign or transfer all or any portion of its rights or obligations under this Agreement to any third party without obtaining the prior written approval of the City, which approval may be withheld in its sole and absolute discretion. Any purported assignment by Experience Jackson without the City's prior written consent shall be void.

10. No Property Interest.

Notwithstanding any provision of this Agreement, the City does not intend to convey any ownership or other interest in Horace Blackman Park or the Park's Art Pavilion, and nothing in this Agreement shall be construed or interpreted as a grant of easement or any other interest in any real property. If this Agreement or any provisions of this Agreement are construed or interpreted by a court of competent jurisdiction as conveying an interest in real property among the Parties, this Agreement shall immediately become of no further force or effect, without notice to or action by any Party. Nothing in this Agreement shall be construed as providing Experience Jackson with any right to control the nature or frequency of uses of the Park or Art

Pavilion, or to control the names or labels applicable to events that may be held from time to time at the Park or Art Pavilion.

11. No Third Party Beneficiary.

This Agreement is entered into solely for the benefit of the City and Experience Jackson. Other than the City and Experience Jackson, no third person shall be entitled, directly or indirectly, to base any claim or have any right arising from, or related to, this Agreement.

12. Binding Effect.

This Agreement shall be binding on all successors of the City and Experience Jackson.

13. Endorsement.

Experience Jackson acknowledges that this Agreement does not constitute an endorsement of Experience Jackson or any products or services of Experience Jackson by the City, nor does it entitle Experience Jackson to use the City's name, logo, or trademark in any form or manner or for any purpose without prior approval.

14. Miscellaneous Provisions.

(a) Notices. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by mail, and addressed to the address of the intended recipients at the following addresses:

Experience Jackson
141 S. Jackson Street
Jackson, MI 49201

City of Jackson
Attention: City Manager
161 W. Michigan Avenue
Jackson, MI 49201

Any party may change its address by giving notice in writing stating its new address to the other party.

(b) Relationship. No party hereto shall be or become the agent of any other party for any purpose in connection herewith. Experience Jackson shall not be liable for the City's acts or omissions. This not a franchise agreement and does not create a partnership or joint venture. Nothing herein contained shall be construed to give Experience Jackson any control over or responsibility for operation of the Park.

(c) Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

(d) Attorneys' Fees. In the event that either party is required to commence any legal proceedings against the other party to enforce the provisions hereof or to seek any other legal redress, the prevailing party in the proceedings shall be entitled to recover its reasonable attorneys' fees incurred in connection herewith.

(e) Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

(f) Reasonableness. Wherever any party to this Agreement is required to approve or consent to or be satisfied as to any matter, such party agrees that such approval, consent or satisfaction shall not unreasonably be withheld or delayed.

(g) Governing Law and Construction. This Agreement shall be interpreted under the laws of the State of Michigan. Any actions concerning interpretation or enforcement of this Agreement shall be brought in the Circuit Court of Jackson County, Michigan. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, or the application of such provisions to other parties or circumstances.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF JACKSON

_____ _____

William C. Jors Date
Mayor, Jackson, Michigan

JACKSON COUNTY VISITORS BUREAU DBA EXPERIENCE JACKSON

_____ _____

By:_____ Date

Its:_____