JACKSON
Founded 1829

AGENDA- CITY COUNCIL

Tuesday, March 21, 2023
6:30 PM

Page

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

Invocation will be given by 3rd Ward Councilmember Angelita Gunn

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

5.1 Presentation on Lansing Avenue Corridor Improvement Project - Jon Dowling, P.E., City Engineer — 9 - 18

Lansing Avenue Corridor.pdf

5.2 Presentation by Fishbeck on the State of Michigan, Department of Great Lakes and Energy 2024 Clean Water State Revolving Fund Project Plan — 19 - 22

2024 CWSRF Presentation by FISHBECK_3-21-23.pdf

6. PUBLIC HEARINGS.

6.1 Lansing Avenue Corridor Improvement Project

Receive public comments on the proposal to reconstruct Lansing Avenue, from Clinton Road to Steward Avenue, to three lanes and reestablish a green belt on either side of the road to separate the sidewalks from the roadway.

Open the public hearing

Close the public hearing

6.2 Public Hearing and Resolution to adopt the Final Project Plan for the City's application for the Clean Water State Revolving Fund loan. 23 - 137

2024 CWSRF Public Hearing & Resolution with Plan_3-21-23.pdf

Allow for the Public Hearing at the City Council meeting on March 21st, as required by the State of Michigan Department of Environment, Great Lakes, and Energy for the Clean Water State Revolving Fund loan with principal forgiveness and/or grant funding to qualifying communities.

Open the public hearing

Close the public hearing

Approve the Resolution to adopt the City of Jackson Clean Water State Revolving Fund Final Project Plan and appoint the Director of Public Works as the authorized representative.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES.

(Accept and Place on File)

8.1 Receipt of the Draft 2023-2024 Annual Action Plan for CDBG/HOME 138 - 174

Annual Action Plan CC Agenda Item (complete), 3.21.23.pdf

Receive the draft Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME) 2023-2024 Annual Action Plan.

8.2 CDBG, Home, & CV Financial Summaries for February 2023 175 - 180

February 2023 - CDBG, Home, & CV Financial Summaries.pdf

CDBG, Home, & CV Financial Summaries for February 2023

9. CONSENT CALENDAR

Consent Action

9.1 Minutes of the Regular Meeting of March 7, 2023 — 181 - 187

Approve the minutes from the March 7, 2023 Council Meeting

CCMIN 3.07.23.pdf

9.2 LOCC Recommendation - City Treasurer — 188 - 190

2023 LOCC recommendation - Treasurer.pdf

Approve the Local Officers Compensation Commission's recommendation regarding the City Treasurer's salary.

9.3 LOCC Recommendation - Council — 191 - 193

2023 LOCC Council recommendation agenda packet.pdf

Approve the Local Officers Compensation Commission's recommendation regarding the City Council's salary.

9.4 LOCC Recommendation - Mayor — 194 - 196

2023 LOCC Mayor recommendation agenda packet.pdf

Approve the Local Officers Compensation Commission's recommendation regarding the Mayor's salary.

9.5 Local Governmental Unit Approval - Social District Permit — 197 - 198

Bella Notte social district resolution packet.pdf

Adopt a resolution providing the Local Governmental Unit approval for the Social District Permit Application being submitted to the State of Michigan by Prego, LLC

9.6 Special Event Application for the Jackson Autism Support Network's "Light It Up Blue Jackson" — 199 - 206

SEA---Light It Up Blue.pdf

Approve a request from the Jackson Autism Support Network to host "Light It Up Blue Jackson" April 3-30, 2023 on light poles in downtown Jackson.

9.7 Special Event Application: Ella Sharp Museum Art, Beer, & Wine Festival — 207 - 220

SEA--Art Beer Wine 2023.pdf

Approve a request from the Ella Sharp Museum to host their Art, Beer, &

Wine Festival on June 10, 2023 in Ella Sharp Park.

9.8 Appointment to Downtown Development Authority 221 - 224

DDA Appointment Loveberry.pdf

Approval of the Mayor's recommendation to appoint Thomas Loveberry to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2027.

9.9 Appointment to Downtown Development Authority 225 - 228

DDA Appointment Valkuchak.pdf

Approval of the Mayor's recommendation to appoint Erin Valkuchak to the Downtown Development Authority, replacing Katima Dickenson, who is unable to continue her term due to residency requirements; with a term beginning immediately and ending on January 31, 2026.

10. OTHER BUSINESS.

11. NEW BUSINESS.

11.1 Transition of City Elections from Odd Number Years to Even Number Years 229 - 232

Recommendation: Approve a resolution, by roll call vote, to transition City wide elections from odd number years to even number years beginning in 2026

City Council Agenda Item Resolution from Odd to Even Year Elections.pdf

11.2 Police Department's In-Car Camera System 233 - 260

03-21-23 - Axon - Complete.pdf

Recommendation: Authorize signing of the contract with Axon and moving forward with the In-Car camera project at the Police Department.

11.3 Terminate the contract award with Family First Builders LLC for the renovation of 404 Homewild Ave and abandon this transitional housing project. 261 - 263

404 Homewild termination of contract and trasitional housing project.pdf

Recommendation: Terminate the contract award with Family First Builders LLC for the renovation of 404 Homewild Ave and forgo this transitional housing project.

11.4 Approve Submission of the HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) Allocation Plan and Authorize the Mayor to Sign Required Documents for Submission to HUD. 264 - 293

Home-ARP Final Allocation Approva CC Packet Item 3.21.23.pdf - Adobe Acrobat Pro.pdf

Recommendation: Approve submission of the HOME Investment Partnership Program – American Rescue Plan (HOMEARP) Allocation Plan, and authorize the Mayor to sign Forms SF-424, SF-424B, SF-424D, the HOMEARP Certifications, and any other documentation required for submittal of the Allocation Plan to HUD.

11.5 Approve the sale of City owned property located at 1014 Woodbridge Street for $13,000. 294 - 302

Agenda Packet 1014 Woodbridge.pdf

Recommendation: Approve the sale of City owned property located at 1014 Woodbridge Street, to Misael Ruiz for $13,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.6 Approve the sale of City owned property located at 600 West Biddle Street for $21,000. 303 - 310

Agenda Packet 600 W. Biddle Sale.pdf

Recommendation: Approve the sale of City owned property located at 600 West Biddle Street, to Rafael Golden for $21,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.7 Approve the sale of City owned property located at 1100 Chittock Avenue for $10,000. 311 - 321

Agenda Packet 1100 Chittock Ave Sale.pdf

Recommendation: Approve the sale of City owned property located at 1100 Chittock Avenue, to Weatherspoon & Associated Realty, Inc for $10.000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.8 Approve the sale of City owned property located at 429 St. Clair Avenue for $20,000. 322 - 330

Agenda Packet 429 St. Clair Avenue Sale.pdf

Recommendation: Approve the sale of City owned property located at

429 St. Clair Avenue, to Timothy Mullins for $20,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.9 Approve the sale of City owned property located at 116 West Mansion Street for $20,000. 331 - 339

Agenda Packet 116 West Mansion Street.pdf

Recommendation: Approve the sale of City owned property located at 116 West Mansion Street, to Timothy Mullins for $20,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.10 Approve the sale of City owned property located at 521 Wildwood Ave, for $ 10,000. 340 - 348

Agenda Packet 521 Wildwood Sale.pdf

Recommendation: Approve the sale of City owned property located at 521 Wildwood Ave, to Michael Macomber for $10,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.11 Approve the sale of City owned property located at 1026 South Milwaukee Street,for $ 11,000. 349 - 356

Agenda Packet 1026 S Milwaukee Sale.pdf

Recommendation: Approve the sale of City owned property located at 1026 South Milwaukee Street, to Rafael Golden for $11,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.12 Approve the sale of City owned property located at 213 Damon Street, for $8,000. 357 - 373

Agenda Packet 213 Damon St.pdf

Recommendation: Approve the sale of City owned property located at 213 Damon Street, to Madalina Hoffert for $8,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.13 Approve the sale of City owned property located at 138 East Robinson Street for $16,000. 374 - 382

Agenda Packe 138 E Robinson St Sale.pdf

Recommencdation: Approve the sale of City owned property located at 138 East Robinson Street, to Rafael Golden for $16,000. Authorize the City Manager to sign all sale documents associated with the Property

Transfer and to make minor modifications.

11.14 Approve the sale of City owned property located at 901 Washington Avenue for $48,000. 383 - 391

Agenda Packet 901 W. Washington Ave Sale.pdf

Recommendation: Approve the sale of City owned property located at 901 West Washington Ave Street, to Nick Fuller for $48,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

11.15 Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson. 392 - 406

Agenda Packet Green Development Ventures LLC Lot Purchase Agreement.pdf

Recommendation: Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

11.16 Recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds. 407 - 459

AHDB Allocation CC PACKET Item, 3.21.23.pdf

Recommendation: Approve a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds, in the amount of $3.31 million, for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department.

11.17 Consider purchase of TA Wilson School site from Jackson Public Schools 460 - 473

Cover Memo and Department Report - TA Wilson School Purchase.pdf

Agreement for Sale of Real Estate - TA Wilson School Site (final 3-13-23).pdf

Recommendation: Approve proposed purchase agreement with Jackson Public Schools for the purchase of the TA Wilson School property and authorize the City attorney to make minor modifications to the agreement, as necessary.

11.18 Masonic Temple Buildout Phase 1 474 - 484

CD - Masonic Temple Buildout 3-21-23.pdf

Recommendation: Award a Contract to R.W. Mercer for the Masonic Temple Buildout in the amount of $774,184, Provide $12,500 for Allowances and a 15% Contingency Fund, and Authorize the City Manager to Execute Potential Change Orders Less than $50,000.

11.19 Sale of City Owned Property - 971 N. West Avenue 485 - 490

971 West Ave agenda item.pdf

Recommendation: Approve the Letter of Intent from Lormax Stern to purchase City owned property located at 971 N. West Avenue and authorize the City Manager and City Attorney to create the Property Transfer Agreement to complete the sale of the property.

11.20 Resolution of Support - Fair Chance Housing Legislation 491 - 492

Fair Chance agenda item.pdf

Recommendation: Consider a Resolution supporting Fair Chance Housing Legislation.

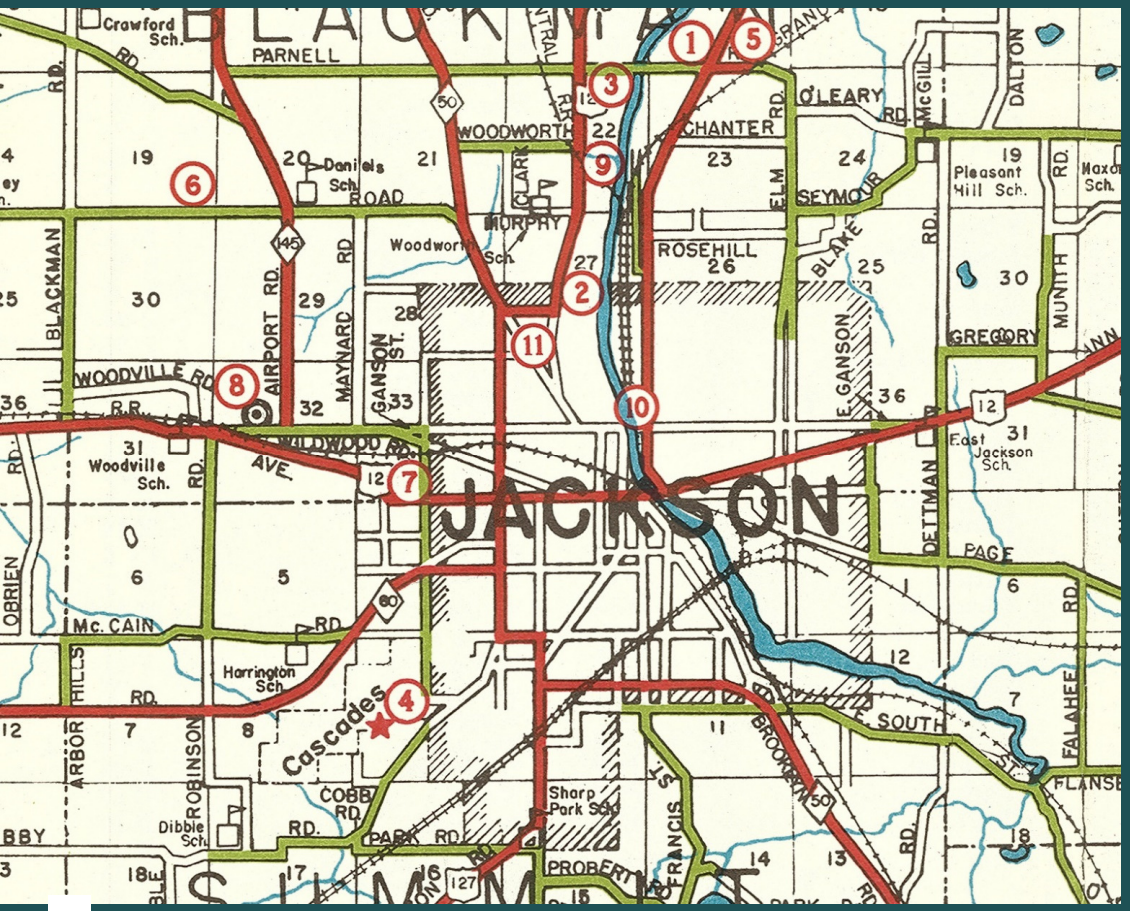
12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

Lansing Avenue Corridor

Corridor History



1925 – M-50 was extended northwesterly to end in Jackson

1926 – US-127 was designated from Toledo to Lansing going through Jackson

1929 – US-127 western bypass of downtown Jackson going from Lansing Ave west on St. Clair St to West Ave then south to Ganson St

1931 – US-127 western bypass extended south to High St to Fourth Street to Prospect St to Beldon Rd

1950 – US-12 bypass (now I-94) under construction

1951 – US-127/M-50 now on West Ave

1953 – St. Clair St and Lansing Ave transferred back to the City

Lansing Avenue has seen a number of changes over the past 55 years:

- In 1967 the roadway with Steward Ave was converted to a one-way pair.
- In 2013 the one-way pair was changed back to two-way traffic.
- In 2016 the intersection of Lansing Ave at Ganson St was widened to add a center left turn lane for south bound traffic to match the left turn lane for north bound traffic.

The south end of the corridor has two improvements planned:

- Lansing and Blackstone intersection
  - Realigning the intersection to bring the north leg in as a tee intersection

- Blackstone and Louis Glick intersection
  - Add a center left turn lane on the north leg of for south bound traffic

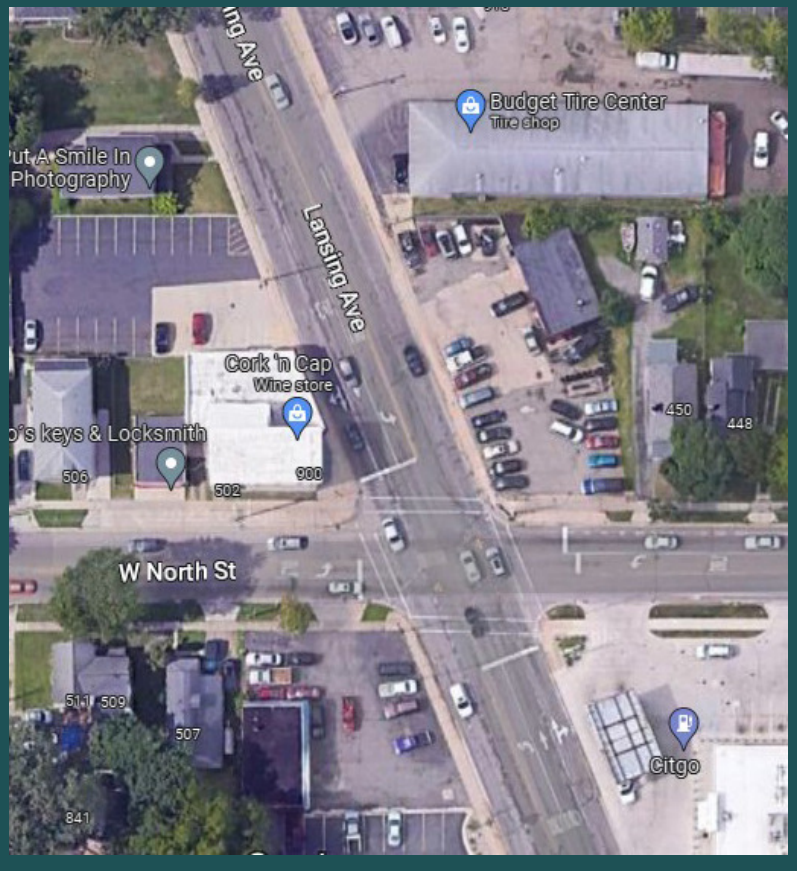
Engineering's first attempt at obtaining funding for these intersections was not successful. We will be applying for funding again in the future.

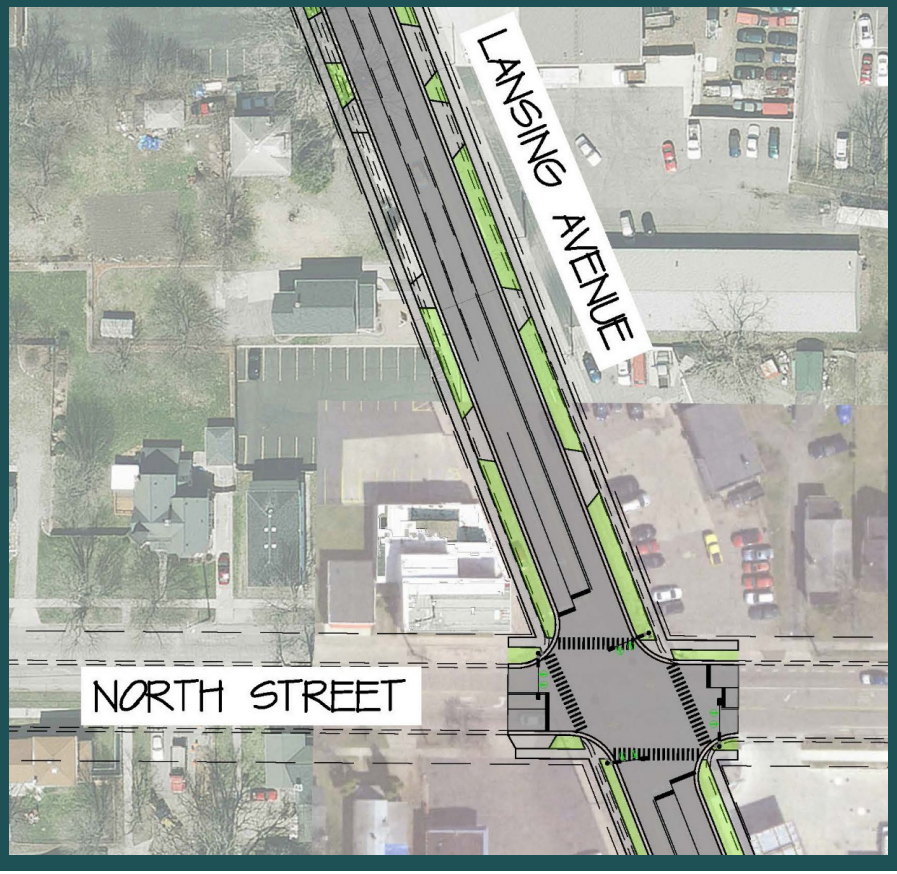
Lansing Ave and Steward Ave

- Steward to connect to Lansing Ave as a Tee intersection and eliminate the one way slip ramp – to conform to the Thoroughfare Plan of 2/2002.
- Lansing Ave to go from three lanes to two lanes south of Steward Ave

Lansing Ave and North St

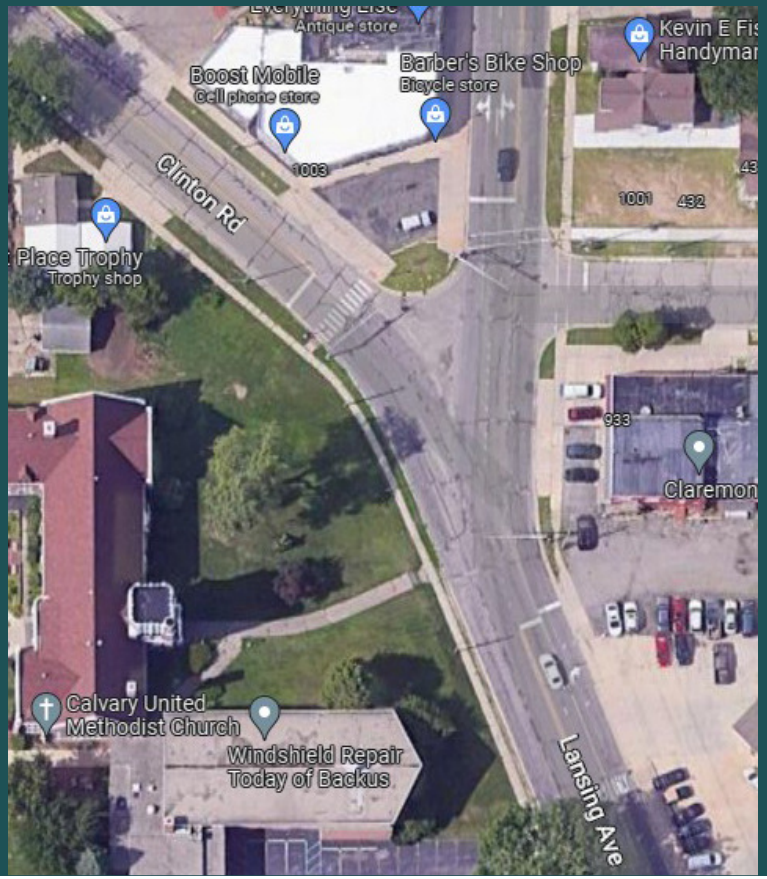
Three lanes on Lansing Ave to allow more green space – to match the lanes north & south of the project zone without reducing capacity.
New mast arm signal with pedestrian signals at this intersection.

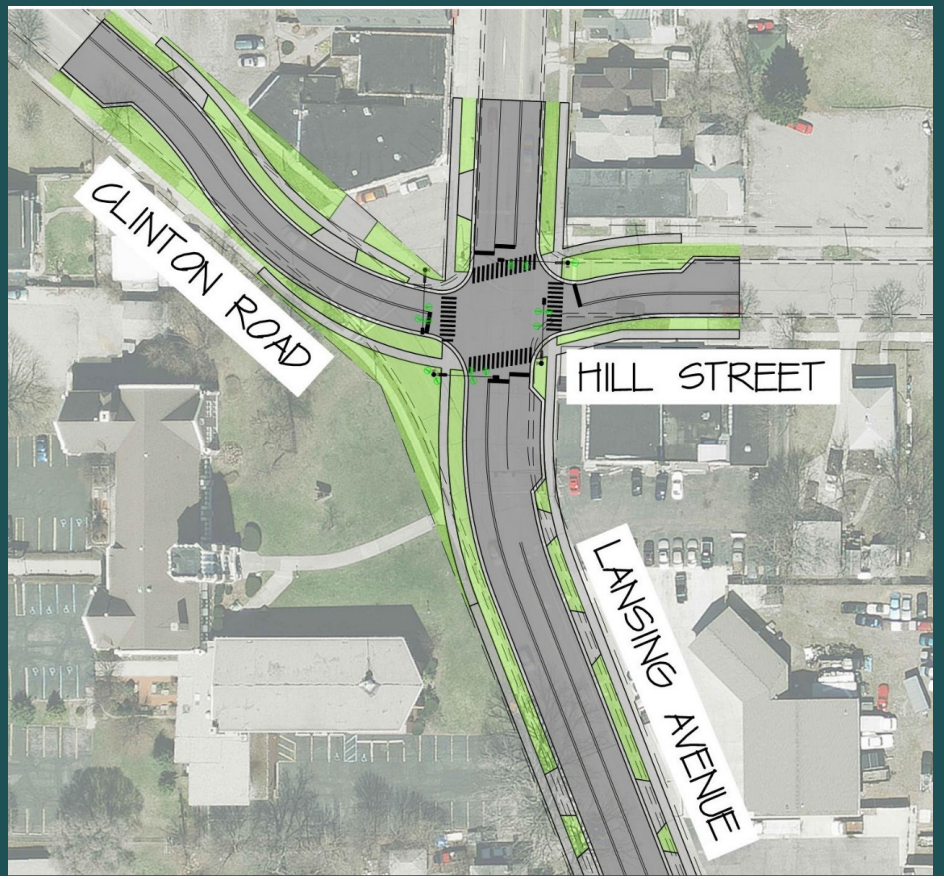




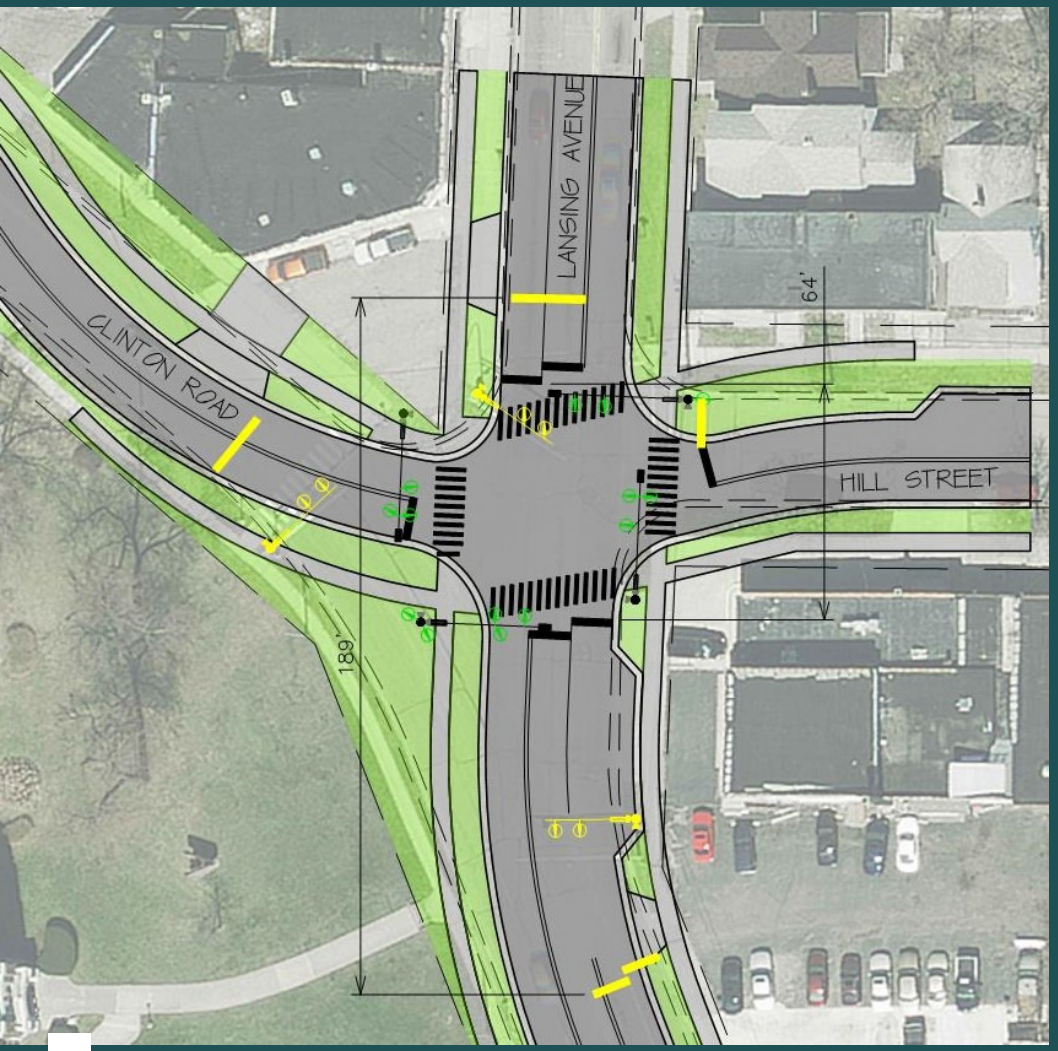
Lansing Ave and Clinton Rd

Changing the Y intersection to a standard intersection aligning with Hill St.
New mast arm traffic signal with pedestrian signals at this intersection.





Safety Improvements



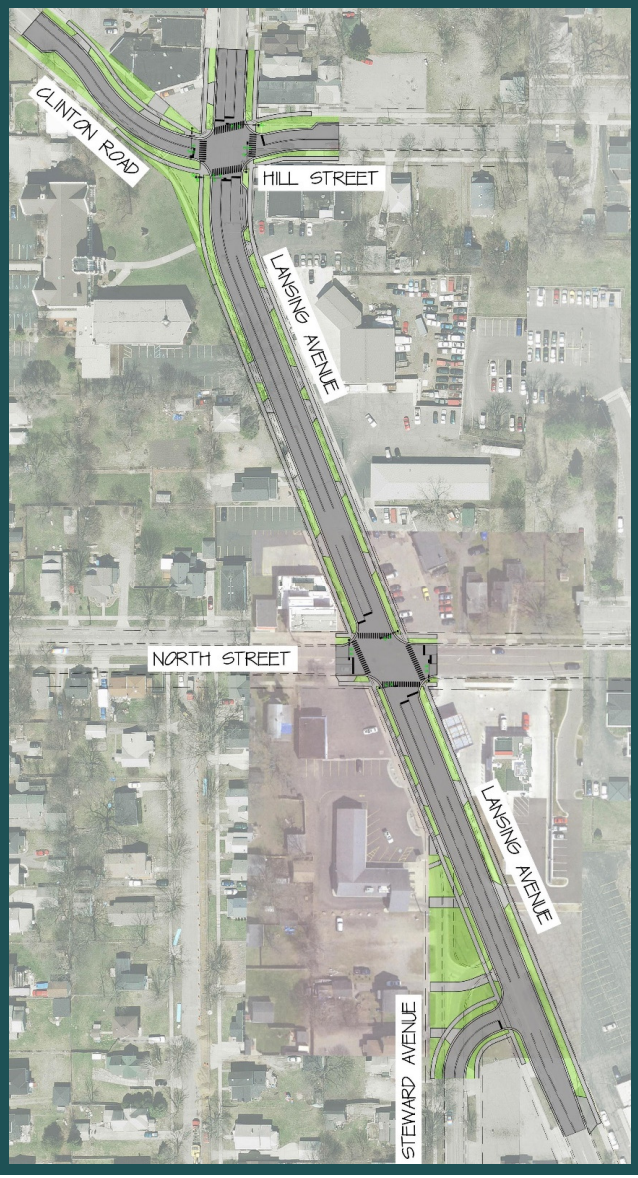
- Lansing Ave travel through "No Man's Land" eliminated.
- Pedestrian crossing routes standardized.
- Right Turn on Red will be allowed for southbound Clinton Rd motorists.

- Lansing Ave speed limit is 25mph or 36.67 feet/sec, so a car going past the stop bar currently is going to take 5.15 seconds to clear the opposite stop bar being 189 feet away. When the stop bars are 64 feet apart the car needs only 1.75 seconds to clear the intersection. These factors have much to do with the signal timing and safety.

- Hill Street currently has a stop sign at a signalized intersection.

Other Safety Improvements with the project

New Mast Arm Traffic Signal with Pedestrian Signals at Lansing Ave @ Monroe St
New Mast Arm Traffic Signal with Pedestrian Signals at Ganson St @ Jackson St
New Traffic Signal backplates at Lansing Ave @ Ganson St
New signage for crosswalks to school on Backus St at North St and Clinton Rd
New signage at Monroe St and Clinton Rd



Any Questions?

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 Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: **Presentation by Fishbeck on the State of Michigan, Department of Great Lakes and Energy 2024 Clean Water State Revolving Fund Project Plan**

Recommendation:

Allow for a presentation by Fishbeck for the City Council's consideration in pursuing the State of Michigan, Department of Environment, Great Lakes, and Energy, 2024 Clean Water State Revolving Fund loan for capital improvements at the City's Wastewater Treatment Plant.

Your consideration is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: March 21, 2023

RECOMMENDATION: Allow for a presentation by Fishbeck for the City Council's consideration in pursuing the State of Michigan, Department of Environment, Great Lakes, and Energy, 2024 Clean Water State Revolving Fund loan for capital improvements at the City's Wastewater Treatment Plant.

SUMMARY

The Department of Public Works would like to allow a presentation to the City Council by Fishbeck for their consideration in pursuing the State of Michigan, Environment, Great Lakes, and Energy (EGLE), 2024 Clean Water State Revolving Fund (CWSRF) loan for capital improvements at the City's Wastewater Plant. There will also be a public hearing following this presentation along with the adoption of a resolution to proceed with submitting the project plan application to EGLE for consideration.

BUDGETARY CONSIDERATIONS

The City would like to submit a project plan to EGLE for a CWSRF loan for the project design, engineering, and construction costs, which are estimated at $34,300,000 for phases 1, 2, and 3 of the project plan. The estimated increase to the annual sewer budget for the debt service associated with the CWSRF loan is $2,253,000. However, we anticipate receiving principal forgiveness and/or grant funding to reduce the overall principal amount of the loan, although at this time the amount is unknown. An annual sewer rate increase of 6% is anticipated to support various capital improvements to the City's Wastewater Treatment Plant (WWTP) including these projects outlined in the CWSRF Final Project Plan.

HISTORY, BACKGROUND and DISCUSSION

While conducting our Stormwater, Asset Management, and Wastewater (SAW) grant in 2020 we discovered there were significant deficiencies at our Wastewater Plant and throughout our Sewer Collection System. When working with Fishbeck on the SAW grant, they had identified the Clean Water State Revolving Fund as a possibility to complete capital projects with the potential of loan principal forgiveness and/or grant money that may be available to help fund these projects at a reduced cost to the Sewer System.

The Project Plan focuses on replacing antiquated process equipment, upgrades and improvements to the grit tanks, standby power provisions, storm pump station, retention basin, Final Clarifiers 1 through 7, the anaerobic digesters, and the addition of another Ultraviolet (UV) disinfection system. By proceeding with the Project Plan for these replacements and improvements, it will ensure the City continues to provide the reliable treatment of sewage to the City of Jackson and the surrounding connected township customers.

POSITIONS

Allow for a presentation by Fishbeck for the City Council's consideration in pursuing the State of Michigan, Environment, Great Lakes, and Energy, 2024 Clean Water State Revolving Fund loan for capital improvements at the City's Wastewater Treatment Plant.

fishbeck
Engineers | Architects | Scientists | Constructors

39500 MacKenzie Drive, Suite 100
Novi, Michigan 48377

248.324.2090 | fishbeck.com

Memo

TO: Jackson City Council

FROM: Fishbeck

DATE: March 7, 2023 **PROJECT NO.:** 221867

RE: Jackson WWTP 2024 CWSRF Project Planning Document Presentation – Agenda Packet Cover

Background

On behalf of the City of Jackson (City), Fishbeck has prepared a draft Project Planning Document to apply for Clean Water State Revolving Fund (CWSRF) loans from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the construction of proposed improvements to the Jackson Wastewater Treatment Plant (WWTP). The proposed improvements include upgrades to the grit system, storm pump station, retention basin flow control, final clarifiers, disinfection system, digesters, and provisions for standby power. The proposed projects will occur within the premises of the WWTP site, located at 2995 Lansing Avenue, Jackson, Michigan 49202.

As part of the WWTP asset management effort, the City regularly reviews and updates the Capital Improvements Plan for the sanitary collection system and WWTP. The need for and priority of the proposed WWTP improvements were identified due to their age, working condition and operating issues, and critical nature of the equipment within the treatment process.

Summary of Proposed Improvements

The grit system improvements include modifying the two existing grit tanks and building a third to meet peak flow ranges. The grit system would be converted to a more effective technology with greater grit removal, to better protect downstream equipment. The associated appurtenances critical to the operation of each clarifier, such as slide gates, grit pumps, and grit classifiers to dewater the grit for disposal, are also included in the proposed improvements.

The storm pump station improvements include replacement of the two older pumps, associated valves and controls, electrical equipment, and building improvements to the 50-year-old structure. The storm pump station is critical to handling wet weather flow.

Improvements to the retention basin controls, including new valves and metering of return flow, would allow for diurnal equalization during dry weather flow as well as better portioning of flow after wet weather events when the retention basin is filled.

Final Clarifiers 1 through 4 were last updated in 1970, while Final Clarifiers 5 through 7 were constructed in 1980. The proposed final clarifier improvements include replacing the internal mechanisms and drives due to age, operational difficulties, and the risk associated with operating aged equipment. Hydraulic flow restrictions will also be resolved to allow Clarifiers 5 and 6 to be isolated independently.

The UV disinfection system, while relatively new, is not adequately sized to meet current standards for peak design flow, and has operational issues with the flow meters and controls. The single control panel presents a risk as a single point of failure.

The anaerobic digesters provide solids destruction and meet pathogen reduction requirements for land application of the plant biosolids. The existing anaerobic digester equipment is older, posing a high risk of failure, and has experienced chronic operational upsets over the past year. Four tanks need equipment replaced, including concrete covers, mixing equipment, heating coils, and various sludge pumps.

The WWTP experienced a flood and loss of equipment last year due to simultaneous loss of both power utility feeds. To improve overall reliability of the plant during power outages, new standby power provisions to the plant are necessary.

Project Costs

The estimated CWSRF funding needed for construction of the proposed improvements is $34,300,000, with a resulting annual debt payment of approximately $2,253,000. Construction is anticipated to begin in the fall of 2024.

An upcoming rate study is expected to recommend that user rates be increased annually by 6% to support various wastewater improvements including these projects.

CITY OF JACKSON
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City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: **Public Hearing and Resolution to adopt the Final Project Plan for the City's application for the Clean Water State Revolving Fund loan**

Recommendation:

Allow for the Public Hearing at the City Council meeting on March 21st, as required by the State of Michigan Department of Environment, Great Lakes, and Energy for the Clean Water State Revolving Fund loan with principal forgiveness and/or grant funding to qualifying communities.

A. Approval of the Resolution to adopt the City of Jackson Clean Water State Revolving Fund Final Project Plan and appoint the Director of Public Works as the authorized representative.

Your consideration is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: March 21, 2023

RECOMMENDATION: Allow for the Public Hearing at the City Council meeting on March 21st, as required by the State of Michigan Department of Environment, Great Lakes, and Energy for the Clean Water State Revolving Fund loan, adopt the Resolution to approve the Final Project Plan and appoint the Director of Public Works as the authorized representative.

SUMMARY

The Department of Public Works would like to hold a public hearing at the City Council meeting on March 21st, as required by the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), 2024 Clean Water State Revolving Fund (CWSRF) loan for capital improvements at the City's Wastewater Treatment Plant (WWTP). Along with the public hearing, it is requested that City Council adopts the resolution for the City of Jackson Clean Water State Revolving Fund Final Project Plan and appoint the Director of Public Works, Michael Osborn as the authorized representative.

BUDGETARY CONSIDERATIONS

The City would like to submit the final project plan to EGLE for a CWSRF loan for the project design, engineering, and construction costs, which are estimated at $34,300,000 for phases 1, 2, and 3 of the project plan. The estimated increase to the annual sewer budget for the debt service associated with the CWSRF loan is $2,253,000. However, we anticipate receiving principal forgiveness and/or grant funding to reduce the overall principal amount of the loan, although at this time the amount is unknown. An annual sewer rate increase of 6% is anticipated to support various capital improvements to the City's WWTP including the projects outlined in the CWSRF Final Project Plan.

HISTORY, BACKGROUND and DISCUSSION

While conducting our Stormwater, Asset Management, and Wastewater (SAW) grant in 2020 we discovered there were significant deficiencies at the City's WWTP and throughout our Sewer Collection System. When working with Fishbeck on the SAW grant, they had identified the Clean Water State Revolving Fund as a possibility to complete capital projects with the potential of loan principal forgiveness and/or grant money that may be available to help fund these projects therefore, reducing the overall costs to the Sewer System.

Beginning March 3, 2023, a draft of the City's Planning Document became available for public review on the City of Jackson's website. The Project Plan focuses on replacing antiquated process equipment, upgrades and improvements to the grit tanks, standby power provisions, storm pump station, retention basin, Final Clarifiers 1 through 7, the anaerobic digesters, and the addition of another Ultraviolet (UV) disinfection system.

The grit system improvements include modifying the two existing grit tanks and building a third to meet peak flow ranges. The grit system would be converted to a more effective technology with greater grit removal, to better protect downstream equipment. The associated appurtenances critical to the operation of each clarifier, such as slide gates, grit pumps, and grit classifiers to dewater the grit for disposal, are also included in the proposed improvements.

The storm pump station improvements include the replacement of the two older pumps, associated valves and controls, electrical equipment, and building improvements to the 50-year-old structure. The storm pump station is critical to handling wet weather flow.

Improvements to the retention basin controls, including new valves and metering of return flow, would allow for diurnal equalization during dry weather flow as well as better portioning of flow after wet weather events when the retention basin is filled.

Final Clarifiers 1 through 4 were last updated in 1970, while Final Clarifiers 5 through 7 were constructed in 1980. The proposed final clarifier improvements include replacing the internal mechanisms and drives due to age, operational difficulties, and the risk associated with operating aged equipment. Hydraulic flow restrictions will also be resolved to allow Clarifiers 5 and 6 to be isolated independently.

The UV disinfection system, while relatively new, is not adequately sized to meet current standards for peak design flow, and has operational issues with the flow meters and controls. The single control panel presents a risk as a single point of failure.

The anaerobic digesters provide solids destruction and meet pathogen reduction requirements for land application of the plant biosolids. The existing anaerobic digester equipment is older, posing a high risk of failure, and has experienced chronic operational upsets over the past year. Four tanks need equipment replaced, including concrete covers, mixing equipment, heating coils, and various sludge pumps.

The WWTP experienced a flood and loss of equipment last year due to the simultaneous loss of both power utility feeds. To improve the overall reliability of the plant during power outages, new standby power provisions to the plant are necessary.

By proceeding with the capital improvements outlined in the CWSRF Final Project Plan it will ensure the City's WWTP continues to provide dependable services for the treatment of sewage to the City of Jackson and its surrounding township customers.

POSITIONS

Allow for the Public Hearing at the City Council meeting on March 21st, as required by EGLE for the CWSRF loan, to adopt the Resolution to approve the Final Project Plan and appoint the Director of Public Works as the authorized representative.

A RESOLUTION ADOPTING A FINAL PROJECT PLANNING DOCUMENT FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS, the City of Jackson recognizes the need to make improvements to its existing wastewater treatment plant; and

WHEREAS, the City of Jackson authorized Fishbeck to prepare a Project Planning Document, which recommends the construction of improvements to the wastewater treatment plant; and

WHEREAS, said Project Planning Document was presented at the City Council meeting on March 21, 2023, at 6:30 p.m., and all public comments have been considered and addressed;

NOW, THEREFORE BE IT RESOLVED, that the City of Jackson formally adopts said Project Planning Document and agrees to implement the selected alternatives: construction of new facilities including 1) grit tank system and 2) standby power provisions; and optimization of existing facilities including 3) storm pump station, 4) control vault and retention basin flow, 5) final clarifiers, 6) disinfection system, and 7) digesters.

BE IT FURTHER RESOLVED, that the Director of Public Works, a position currently held by Michael Osborn, is designated as the authorized representative for all activities associated with the projects referenced above, including the submittal of said Project Planning Document as the first step in applying for the Clean Water State Revolving Fund loan to assist in the implementation of the selected alternatives.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, Michigan, certify that the above Resolution was adopted by the Jackson City Council at a regular meeting held on March 21, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 22nd day of March, 2023.

_____

Andrea Muray, City Clerk

Jackson Wastewater Treatment Plant
2024 Clean Water State Revolving Fund
Planning Document

Project No. 221867
March 3, 2023

REVIEW DRAFT

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City of Jackson Wastewater Treatment Plant
2024 Clean Water State Revolving Fund Planning Document

Prepared For:
City of Jackson, Michigan

March 3, 2023
Fishbeck Project No. 221867

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List of Abbreviations/Acronyms

AMP	Asset Management Plan
CIP	Capital Improvement Plan
City	City of Jackson
CWSRF	Clean Water State Revolving Fund
DMR	discharge monitoring report
EGLE	Michigan Department of Environment, Great Lakes, and Energy
FEMA	Federal Emergency Management Agency
GIS	Geographic Information System
gpm	gallons per minute
I/I	inflow and infiltration
MAHI	median annual household income
MCC	motor control center
mg/L	milligrams per liter
MGD	million gallons per day
NPDES	National Pollutant Discharge Elimination System
O&M	operation and maintenance
PFAS	per-and polyfluoroalkyl substances
PLC	programmable logic controller
SCADA	supervisory control and data acquisition
SAW	Stormwater, Asset Management, and Wastewater
USEPA	U.S. Environmental Protection Agency
UV	ultraviolet
VFD	variable frequency drive
WWTP	Wastewater Treatment Plant

1.0 Introduction

This Planning Document was prepared by Fishbeck on behalf of the City of Jackson (City) to obtain a Clean Water State Revolving Fund (CWSRF) loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the construction of proposed improvements to the Jackson Wastewater Treatment Plant (WWTP).

The City owns and operates a wastewater collection system and WWTP with surface water discharge to the Grand River.

As part of the 2020 Stormwater, Asset Management, and Wastewater (SAW) Grant Asset Management Plan (AMP) report and Capital Improvement Plan (CIP) efforts, the need for and priority of various projects were identified due to equipment age, working condition, and critical nature of the equipment within the treatment process. Based on those documents, the projects identified for inclusion in this Planning Document include improvements to the grit system, storm pump station, control vault, retention basin gates, final clarifiers, disinfection system, and anaerobic digestors. In addition, a new standby generator is included. These improvements are necessary to maintain the overall reliability and treatment capacity of the WWTP.

2.0 Project Background

2.1 Delineation of the Study Area

Refer to Figure 1 for the wastewater system service area currently served by the Jackson WWTP. The City's wastewater collection system, illustrated in Figure 2, includes approximately 832,600 lineal feet of sanitary sewer, 14,000 lineal feet of force main, nine pump stations, and the WWTP. The service area includes the City of Jackson; Blackman Charter Township; Summit Township; Spring Arbor Township; portions of Leoni, Napoleon, Sandstone, and Rives Townships, and the State Prison of Southern Michigan.

On a case-by-case basis sanitary sewer service may be extended upon request of neighboring communities. The current service area represents the 20-year planning period for the study area.

The proposed projects will occur within the premises of the WWTP site. The WWTP is located at 2995 Lansing Avenue, Jackson, Michigan 49202, in Blackman Charter Township. Refer to Figure 3 for the WWTP site plan and the project areas.

2.2 Environmental Setting

2.2.1 Cultural Resources

The proposed projects will occur on the WWTP premises. Based on a review of the National Register of Historic Places, there are no historical or culturally significant sites within this location.

2.2.2 Natural Environment

2.2.2.1 Air Quality

The Federal Clean Air Act of 1963, as amended in 1970, 1977, and 1990, requires the U.S. Environmental Protection Agency (USEPA) to establish National Ambient Air Quality Standards which define the maximum permissible concentrations for pollutants considered harmful to the public and the environment.

The are no current or anticipated future air quality concerns with regards to the proposed projects. The proposed work will have no significant effect on the local air quality.

2.2.2.2 Wetlands

Wetlands within the study area are identified on Map 1. There will be no impact on the wetlands associated with the improvement project at the WWTP site.

2.2.2.3 Coastal Zones

The City is inland and there are no coastal areas within or adjacent to the City.

2.2.2.4 Floodplains

A digital flood map was generated for the City using the Federal Emergency Management Agency's (FEMA's) online Flood Map Service Center (see Map 2). There are some portions of the WWTP site that are within the 100-year floodplain (1% annual occurrence). This information was considered during evaluation of the project alternatives and appropriate selections was made based on this consideration.

2.2.2.5 Natural or Wild and Scenic Rivers

Michigan river miles designated as part of the National Wild and Scenic Rivers System, administered by the National Park Service, listed on the Michigan Department of Natural Resources website were reviewed. Per the website, there are 16 designated rivers in the State of Michigan. There are no rivers of this designation within the WWTP site.

2.2.2.6 Major Surface Waters

The WWTP discharges to the Grand River; however, the proposed improvements at the WWTP site will not impact the Grand River. There are no public water supply wells within the WWTP site.

2.2.2.7 Recreational Facilities

The 2017–2021 edition of the Blackman Charter Township Park and Recreation Plan was reviewed. The proposed projects at the WWTP site will not have an impact on the existing or planned future recreational facilities.

2.2.2.8 Topography

The Jackson County Geographic Information System (GIS) was reviewed for topography around the WWTP site at 2-foot intervals. The elevations varied from 920 feet to 910 feet above sea level on the west side of the plant to the Grand River. The elevations on the east side of the plant varied from 930 feet to 910 feet above sea level.

2.2.2.9 Geology

The Jackson County GIS indicates the WWTP site consists of floodplain deposits (sediment left behind by a glacier or that has been transported by a waterbody) and disturbed soils (areas that have been greatly altered due to human interference). The proposed projects at the WWTP site will not have an impact on the existing geologic features.

2.2.2.10 Soils

The Jackson County GIS was reviewed for soil information. The soils at the WWTP site predominantly consist of Cohoctah fine sandy loam (22), Urban Land-Udorthents complex (60), Ypsi-Wauseon complex, and 0% to 3% slopes (39A).

Adverse soils or adverse subsoil conditions are not expected to be encountered during construction.

2.2.2.11 Agricultural Resources

The Blackman Charter Township Master Plan and the Jackson County GIS were reviewed for farmlands. There are no prime farmlands within the WWTP site.

2.2.2.12 Fauna and Flora

Endangered or threatened species are defined as those species that are or could become endangered or threatened and, therefore, are protected under the Endangered Species Act. The objective of the act is to preserve and restore species threatened with extinction. The federally listed endangered and threatened species data by state was reviewed. The endangered and threatened species within Jackson County are detailed in Table 2.1.

Table 2.1 – Endangered or Threatened Species

Name	Designation
Mitchell's satyr (*Neonympha mitchellii mitchellii*) (Invertebrate)	Endangered
Indiana Bat (*Myotis sodalis*)	Endangered
Northern Long-Eared Bat (*Myotis septentrionalis*)	Threatened
Eastern Massasauga (*Sistrurus catenatus*)	Threatened
Poweshiek Skipperling (*Oarisma poweshiek*)	Endangered

The Michigan Natural Features Inventory by county has additional listings of fauna and flora with a state status of endangered, threatened, or special concern. This list was reviewed and is included in Appendix 1.

Construction or operation activities within the WWTP site will be within existing structures and are not anticipated to have long-term negative impacts.

2.2.3 Land Use in the Study Area

The Blackman Charter Township Master Plan was reviewed for land use. The five types of land uses within the township are residential, office, commercial, industrial, and public/quasi-public. Within each land use type, there may be subgroups such as low-density residential and general commercial.

The WWTP site is designated as I-2, heavy industrial. There is no predicted change in land use in the study area over the 20-year planning period.

2.3 Population

The U.S Census Bureau population information for the City and the customer communities was reviewed.

2.3.1 Existing Population in the Study Area

Table 2.2 provides the existing population in the study area by location.

Table 2.2 – Existing Population

Location	Population (2020 U.S Census Data)
City of Jackson	31,309
Blackman Charter Township	25,642
Summit Township	22,920
Spring Arbor Township	8,530
Leoni Township	13,847
Napoleon Township	6,789
Sandstone Township	3,927
Rives Township	4,750
State Prison of Southern Michigan (estimate)	5,700

2.3.2 Current Populations Served by the Existing Facilities

The estimated population served by the existing WWTP is approximately 85,400 people.

2.3.3 Current and Future Population to be Served by the Proposed Projects

The proposed projects will not alter the current boundary of the service area, and it is expected that the existing population served by the WWTP will remain the same after implementation of the proposed projects.

2.3.4 Population Projection for the Study Area for the Next 5, 10, and 20 Years

Table 2.3 presents the estimated future population in the service area. The population projections were obtained from local planning data and historic growth trends in the Region 2 Planning Commission Jackson County Community Master Plans for the listed customer communities. The projections are grounded on historic Census trends and Regional Economic Models, Inc. forecasts.

Table 2.3 – Service Area Population Projections

	Projection Year		
Area	2025	2035	2045
City of Jackson	32,492	31,862	30,509
Blackman Charter Township	24,058	24,635	24,647
Summit Township	22,702	22,745	22,875
Spring Arbor Township	9,570	10,049	11,007
Leoni Township	13,981	14,269	14,225
Napoleon Township	6,911	7,082	7,094
Sandstone Township	4,398	Data not available	Data not available
Rives Township	4,721	4,821	4803
State Prison of Southern Michigan	5,700	5,700	5,700

2.4 Economic Characteristics

2.4.1 Economic Structure and Major Employers

The Region 2 Planning Commission and community master plans were reviewed. Table 2.4 displays employment by industry in the City and the WWTP customer communities.

Table 2.4 – Employment by Industry

Industry	City of Jackson	Blackman Charter Township	Summit Township	Spring Arbor Township	Leoni Township	Napoleon Township
Management, Business, Science, and Arts	3,591	1,750	3,383	1,336	1,311	872
Service	3,476	1,511	2,976	630	1,018	695
Sales and Office	3,475	1,523	1,258	1,100	1,832	896
Natural Resources, Construction, and Maintenance	1,162	688	48	314	646	272
Production, Transportation, and Material Moving	3,897	1,630	2,397	451	1,250	525
Total	**15,601**	**7,102**	**10,062**	**3,831**	**6,057**	**3,260**

Source: Region 2 Planning Commission estimates from master plans

2.4.2 Median Annual Household Income

The median household income data released by EGLE for fiscal year 2024 for the City and WWTP customer communities is displayed in Table 2.5.

Table 2.5 – Median Annual Household Income

Area	Median Annual Household Income
City of Jackson	$38,298
Blackman Charter Township	$52,003
Summit Township	$59,657
Spring Arbor Township	$72,143
Leoni Township	$59,622
Napoleon Township	$64,167
Sandstone Township	$74,474
Rives Township	$74,362

Source: EGLE website

2.4.3 Major Economic Characteristics

The City's population trend is on the decline over the past few years. However, continued growth in the region served by the WWTP is anticipated through the 20-year planning period. This regional population is projected to increase within the study area over the next 20 years, furthering the need for an improved WWTP.

2.5 Existing Facilities

2.5.1 Collection System Overview

The wastewater collection system is predominantly gravity sewer ranging in size from 4-inch to 66-inch, totaling approximately 158 miles. The majority of the collection system is vitrified clay pipe. The system includes 4,024 active, City-owned manholes. The collection system also includes nine pump stations. Refer to Figure 2 for a map of the wastewater collection system. No collection system improvements are included in this Planning Document.

2.5.2 Combined Sewers

There are no known combined sewers within the collection system.

2.5.3 System Bypasses

There are no known system bypasses, including sanitary sewer overflows, within the collection system.

2.5.4 Combined Sewer Overflows

There are no known combined sewer overflows within the collection system.

2.5.5 Pump Stations

The City owns, operates, and maintains nine pump stations that aid in transferring wastewater to the WWTP. These include two dry pit stations, three can stations, and four submersible stations. The stations were constructed between 1926 and 2016. The stations are remotely monitored at the WWTP via the supervisory control and data acquisition (SCADA) system. A summary of the pump stations is provided in Table 2.6.

Table 2.6 – Pump Station Summary

Station Name	Station Type
Myrtle	Dry Pit Station with Building
Lewis (Belden Road)	Dry Pit Station with Building
Creglow (West)	Can Station
Dwight	Can Station
Losey	Can Station
Production Road	Submersible Station
Gettysburg (Grinnel Street)	Submersible Station
Seymour	Submersible Station
Jackson Crossing	Submersible Station

The Myrtle Pump Station is the largest pump station in the collection system with a capacity of 13,300 gallons per minute (gpm). The Lewis Pump Station is the second largest pump station with a capacity of 5,500 gpm.

The Myrtle Pump Station is the most critical station with the largest tributary area; it also receives wastewater from the rest of the stations. The Lewis Pump Station is the second most critical station with regards to the area served. Both stations are equipped with a generator and an automatic transfer switch for backup power operation during power outages. The remainder of the stations are equipped with portable generator connections.

2.5.6 WWTP Overview

The WWTP was originally constructed in the mid-1930s and has had numerous improvements over time. National Pollutant Discharge Elimination System (NPDES) Permit No. MI0023256 includes effluent limits for the Jackson WWTP for Outfall 001 into the Grand River. The permit for the WWTP is included in Appendix 2. The WWTP has a rated design flow of 19 million gallons per day (MGD).

The WWTP receives influent flow via two interceptors: a 60-inch and a 42-inch. The treatment processes include preliminary, primary, secondary, and disinfection. The solids are anaerobically digested and the treated biosolids are stored in sludge storage tanks or hauled offsite for land application. A map of the WWTP with various structures and buildings pertaining to the solids and liquid treatment is provided in Figure 3.

The wastewater flow schematic is provided in Figure 4. Preliminary treatment consists of mechanical bar screens and grit removal. Following preliminary treatment, flow is divided and measured by Parshall flumes prior to primary treatment. The primary effluent flows to a wet well where it is pumped to the secondary treatment process. Secondary treatment is accomplished through an activated sludge system and final clarification. Plant effluent is disinfected year-round using ultraviolet (UV) technology prior to discharge to the Grand River.

The WWTP is equipped with a retention basin for flows exceeding the secondary treatment capacity and for wet weather flows. The retention basin has two compartments: a smaller aerated compartment and a larger compartment. The smaller compartment provides mixing and aeration. It overflows into the larger compartment, which provides storage only. The wet weather flow diversion schematic is provided in Figure 5.

Primary sludge and waste activated sludge are thickened within the gravity thickener tanks. The thickened solids generated are stabilized in the anaerobic digesters. The stabilized Class B biosolids are seasonally land applied or stored in the sludge storage tanks during the winter months. The scum collected from various processes is disposed in a landfill. The sludge flow schematic is provided in Figure 6.

The following sections provide information on the existing treatment areas proposed for improvements in this Planning Document.

2.5.6.1 Grit System

After passing through the screening process, wastewater flows by open channel to two square grit tanks (east and west) for removal of heavier inorganic matter (grit). The west grit tank is used for normal flow conditions and the channel is provided with a stop-plate for isolation. The east grit tank is used when influent flow exceeds normal flow conditions, which occurs frequently during wet weather. The channel to the east grit tank is controlled by a motor-operated slide gate. The grit settles to the bottom of the tanks and is removed by a scraping mechanism to a dewatering device. Each grit tank has a grit pump, a grit classifier, and an auger for removal of the collected grit. The grit pumps are located on the east and west sides of the Headworks Building basement. The grit concentrators and dewatering screws are located in the Screen Room. The collected grit is deposited in a common container along with the screenings and is periodically removed for disposal at a landfill.

2.5.6.2 Wet Weather

In addition to the 12.5 MG retention basin, other key components of the WWTP wet weather system include a storm pump station, a control vault, and a retention basin pump station

Flow is directed to the storm pump station wet well by the overflow weir located in the effluent channel of Primary Clarifiers 1 through 6. The stormwater pumps lift the excess flow stored in the wet well to the retention basin. The returned flow from the basin receives complete treatment and disinfection prior to discharge to the Grand River. The Storm Pump Building includes three vertical turbine pumps and three 18-inch pneumatically actuated knife gate valves. The pumps are controlled based on the wet well level using a bubbler system. A common air compressor is used to operate the knife gate valves, bubbler system, and the valves in the control vault. The knife gate valve actuators operate (open) only when the respective pump is operating. They also act as check valves, providing fail-safe (close) operation in the event of a power failure. The 480-volt Distribution Panel 9PP1 and Motor Control Center MCC-B are located in the Storm Pump Building. The storm pump controls are in MCC-B. Storm Pumps 1 and 2 are equipped with variable frequency drives (VFDs).

The control vault regulates excess flow to and from the retention basin. The pumped flow from the storm pump station flows through the south side of the four-way cross in the vault into the piping to the retention basin. Once the wet weather event subsides, wastewater flows through the four-way cross into a pneumatically actuated knife gate valve and a cone valve to the Power House Building for further treatment by secondary processes.

Flow from the storm pump station passes through the control vault and into the retention basin. The retention basin is divided into a smaller, aerated compartment and a larger compartment. The flow first enters the smaller compartment of the retention basin via a 24-inch main. Once the liquid level within the smaller compartment exceeds the maximum storage capacity, it flows over the weir (portion of the wall separating the compartments) into the larger compartment.

2.5.6.3 Final Clarifiers

There are seven final clarifiers. Final Clarifiers 1 through 4 serve the east aeration tanks and Final Clarifiers 5 through 7 serve the west aeration tanks. All seven are circular cast-in-place concrete structures. Each tank is equipped with a drive mechanism that operates the sludge arm and the scum skimmer.

2.5.6.4 Disinfection System

Disinfection at the WWTP is accomplished using UV technology. Two of the previously used chlorine contact tank channels were modified in 2017 to house the UV equipment and appurtenances. The effluent from the final clarifiers enters a common UV influent chamber prior to entering the UV channels (Nos. 4 and 5). Each UV channel is provided with a self-contained slide gate for isolation. After passing through the UV disinfection system, the effluent flows over a weir into a re-aeration channel prior to discharge to the Grand River. The UV system is designed for a peak design flow of 26 MGD (13 MGD/channel).

2.5.6.5 Standby Power

The WWTP receives two 8320Y/4800-volt, 3-phase electrical services from Consumers Energy. The two services are referred to as the Parnall and Wisner circuits. Both services are normally energized, but only one is used at a time. Power is distributed via a network of switchgear, unit substations, MCCs, and distribution panelboards. Some equipment is double-ended, capable of being supplied by independent power sources, while other equipment is single-ended, supplied by a dedicated power source. Historically, the electrical utility services to the plant have been reliable. Power outages have occurred and the transfer systems within the existing power distribution system have responded and switched accordingly.

The WWTP meets standby power requirements defined by the USEPA, Ten States Standards, and EGLE because it is served by two independent electrical services. However, when both electrical services to the plant fail simultaneously, there are also provisions (i.e., manual transfer switches) at strategic locations within the plant where portable generators can be connected. The WWTP was recently upgraded with a portable generator hookup sized for full plant capacity. However, plant capacity requires a truck-sized portable generator that is only available on a case-by-case rental, and availability of the rental unit is not guaranteed in times of wide-spread storm or power outage events. Overall reliability would be improved with a permanent standby generator.

2.5.6.6 Digesters

The anaerobic digestion process at the WWTP includes primary digesters, secondary digesters, storage digesters (8 in total), and all pertinent appurtenances that are housed within the Digester Building and Building 90. Sludge from Primary Clarifiers 1 through 6, 13, and 14 and thickened waste activated sludge from the gravity thickeners is pumped to the primary digesters. The primary sludge can be conveyed directly to the primary digesters. Installation of the digester equipment and appurtenances ranges from 1936 to 2002.

There is one 60-foot diameter primary digester (No. 1) and two 50-foot diameter primary digesters (Nos. 2 and 3), all with fixed concrete covers. The primary digesters are temperature controlled and contents within the digesters are mixed. Sludge is circulated through heat exchangers to achieve the mesophilic temperature range within the primary digesters. The biogas is drawn from the headspace, compressed, and introduced back in the sludge for mixing purposes.

There is one circular 60-foot secondary digester (No. 4) and two circular 50-foot secondary digesters (Nos. 5 and 6). When raw sludge is introduced into the primary digesters, partially digested sludge overflows from the primary digesters to the secondary digesters. The contents of the secondary digesters are mixed to keep solids from settling but supplementary heat is not provided. All three secondary digesters have floating covers to capture the biogas produced.

There are two circular 60-foot sludge storage digesters (Nos. 7 and 8) with floating covers. Digestated sludge from the secondary digesters is pumped by the transfer pumps to the sludge storage digesters. Sludge in the sludge storage digesters settles and is pumped from the bottom by the sludge withdrawal pump. It is either pumped to the sludge drying beds or sludge storage tanks.

2.5.7 Physical Condition of Facilities

The 2020 SAW Grant AMP included a full rating of the physical condition of the facility assets. The report is available upon request. Several assets that are critical for the operation of the WWTP were identified to be either at or beyond their theoretical useful life. The continued use of such assets requires staff time for maintenance and reduces reliability due to the risk of breakdown during operation.

2.5.8 Design Capacity, Existing Flows, and Characteristics

The WWTP is permitted for a design flow of 19 MGD. The existing flow rate and influent characteristics based on daily data from 2016 through 2019 are presented in Table 2.7.

Table 2.7 – WWTP Existing Flow and Constituents

Parameter	Annual Average Value (2016–2019)
Average Flow (including inter-plant recirculation)	10.5 MGD
Five-Day Biochemical Oxygen Demand	140 mg/L
Total Suspended Solids	160 mg/L
Ammoniacal Nitrogen	17 mg/L
Total Phosphorus	4.0 mg/L

mg/L milligrams per liter

2.5.9 Septage Receiving

The WWTP does not accept septage and does not have plans to accept septage within the 20-year planning period.

2.5.10 Major Industrial Discharges

The major industrial users contributing to the WWTP and their locations are provided in Table 2.8.

Table 2.8 – Industrial Users

Industrial User	Address	City	Zip Code
Camshaft Machine	717 Woodworth Road	Jackson	49202
Classic Metal Finishing	2500 West Argyle Street	Jackson	49202
Consumers MTC	1975 West Parnall Road	Jackson	49201
Consumers Energy Remediation	1945 West Parnall Road	Jackson	49201
Consumers Jackson Generating Station	2219 Chapin Street	Jackson	49203
Eagle Powder Coating	2218 East High Street	Jackson	49203
Eaton Aerospace	300 South East Avenue	Jackson	49203
Elm Plating Plant 1	1319 South Elm Avenue	Jackson	49203
Elm Plating Plant 2	2395 East High Street	Jackson	49203
Elm Plating Plant 3	533 Hupp Street	Jackson	49201
Great Lakes Metal Finishing	120 South Dwight	Jackson	49201
Henry Ford Allegiance Health Hospital	205 North East Avenue	Jackson	49201
Industrial Steel Treating	613 Carroll Avenue	Jackson	49204
Jackson County Landfill (not currently discharging)	4221 Dalton Road	Jackson	49201
Jackson Tumble Finish	1801 Mitchell Street	Jackson	49203
Lampco Manufacturing	1635 Losey Avenue	Jackson	49203
Larry's RV LLC	2501 Lansing Avenue	Jackson	49201
Libra Industries, Inc.	1435 North Blackstone Street	Jackson	49204
Matthews Plating	405 North Mechanic Street	Jackson	49201
Michigan Automotive Comp, Inc.	2400 North Dearing Drive	Parma	49269
Michigan State Industries/State Prison of Southern Michigan	4000 Cooper Street	Jackson	49201
Spring Arbor Coatings	190 West Main Street	Spring Arbor	49283
Tri-County Water & Conditioning, Inc.	2701 Wildwood Street	Jackson	49202
Westlund Manufacturing	1415 South Cooper Street	Jackson	49203
Wolverine/Certainteed	701 East Washington Street	Jackson	49203

2.5.11 O&M Problems

The east and west grit tanks are aged and utilize older technology that does not efficiently remove all the grit incoming to the WWTP. This results in the grit making its way to the downstream treatment system and back into the 60-inch interceptor. The grit pumps are in the basement of the Screen Building and are beyond their useful life, requiring maintenance and posing risk of failure during operation.

The storm pump station is a critical path for primary effluent to the retention basin during peak/wet weather scenarios. The pumps, valves, and electrical equipment are old and could risk operations during peak/wet weather as it is a single point of failure.

The control vault is needed to control flow to and back from the retention basin. The cone and knife gate valves in the vault are old, requiring maintenance, and spare parts might become obsolete. Flow to the retention basin is pumped; however, there is not currently a provision for flow measurement or better flow control from the retention basin back to the primary effluent wet well.

The WWTP currently has two alternate electrical feeds and some portable generators to address power outages. Recent simultaneous failure of both utility feeds in 2022 resulted in flooding at the WWTP and widespread damage to equipment. To maintain reliability, a standby power provision is needed to operate all critical equipment loads for various treatment processes to meet permit requirements.

The final clarifier equipment is original to the plant. The mechanisms are in regular operation, which could lead to a single point of failure associated with older equipment. Final Clarifiers 5 and 6 share a common isolation channel and gate, and cannot be removed from service independently of each other, which imposes restrictions and limitations on operation and maintenance (O&M).

The UV disinfection system is currently operated with a common control panel, which serves as a single point of failure. Ten States Standards recommends multiple controllers to eliminate this reliability risk. The flow meter does not appear to be installed properly and limits the flow-based system control. The system is also not size to meet the design peak hour flow capacity in accordance with Ten States Standards.

The existing anaerobic digester system is older and approaching the end of its useful life. Mixing equipment is failing and there are frequent maintenance and operational issues to be resolved.

2.5.12 Climate Resiliency

Climate changes, including more frequent and intense storms and more extreme flooding events, could result in increased flow to the WWTP. These more severe weather events may also result in more frequent loss of utility power.

The existing WWTP facility is equipped with a retention basin that can be used to retain primary treated effluent during high flow events. The proposed treatment system improvements will provide more reliable treatment to accommodate increased flows that may result from climate changes for the next 25 years—over the useful life of the equipment.

The proposed permanent backup generator will provide additional reliable power during power outages to run critical treatment processes for the next 25 years—over the useful life of the equipment.

2.6 Fiscal Sustainability Plan

In accordance with CWSRF requirements, a Fiscal Sustainability Plan must include an inventory of critical assets, evaluation of asset condition, certification of water and energy conservation efforts, and a plan for O&M and funding. The 2020 SAW Grant AMP meets the Fiscal Sustainability Plan requirements for CWSRF funding.

2.6.1 Inventory of Critical Assets

An inventory of all WWTP assets was completed as part of the AMP. This list consists of 535 vertical assets. The proposed projects in this Planning Document include improvements to the following assets:

- Grit System
  - Modifications to two existing tanks and new efficient grit mechanisms
  - Construction of a new grit tank
  - Grit pumps
  - Grit classifiers and augers
  - Slide gates (5)
  - 60-inch interceptor grit cleaning
- Storm Pump Station
  - Pumps 1 and 2
  - Knife gate valves and pneumatic actuators (3)
  - Air compressor
  - Wet well level sensor
  - MCC and pump VFDs
  - Building
  - Heating/ventilation system
- Control Vault and Retention Basin
  - Control Vault
    - Cone (1) and knife gate valves (2)
  - Retention Basin
    - Flow meter and piping
    - Valves for flow control
  - Disinfection
    - Concrete modifications to existing chlorine contact tank
    - Flow meter
    - UV equipment
    - Slide gate (1)
    - New building enclosure
- Final Clarifiers
  - Clarifier mechanisms
  - Drives
  - Repairs to concrete tanks
- Digesters
  - Digester 1
    - Mixing equipment
    - Heating coil system
    - Sludge pump
    - Repairs to concrete tank
  - Digester 4
    - Mixing equipment
    - Heating coil system
    - Cover
    - Sludge pump
    - Repairs to concrete tank

- Digester 7
  - Cover
  - Repairs to concrete tank
- Digester 8
  - Cover
  - Repairs to concrete tank

2.6.2 Condition and Performance Evaluation

A condition assessment and performance evaluation were completed for the WWTP as part of the AMP. The proposed improvements were prioritized due to the current condition and criticality of the equipment within the treatment process.

2.6.3 Water and Energy Conservation

Water and energy conservation efforts will be implemented where operationally practical throughout the proposed projects. A certification that the City has evaluated and will be implementing water and energy conservation efforts as part of the proposed projects will be submitted with the CWSRF Part III Application.

2.6.4 Plan for Maintaining, Repairing, Funding, and Replacing the Treatment Works

Replacement costs for the WWTP assets were identified as part of the AMP. The AMP is a "living document" that allows the City to plan for maintaining, repairing, funding, and replacing the treatment works. An overall 10-year CIP was developed, prioritizing projects and equipment replacement. The criteria for development of the CIP included asset scoring as well as operational optimization of the facilities. A user rate study was conducted as part of the AMP to identify increases necessary to fund the CIP.

This Planning Document includes proposed improvements to the treatment process and equipment prioritized by the City in the CIP.

2.7 Need for Projects

2.7.1 Grit System

Efficient grit removal is necessary to provide protection from the abrasive effects of grit on plant equipment and to prevent high grit loads on digesters. The existing grit system is based on an older technology installed in 1997 and is approaching the end of its useful life. The efficiency of grit collection has been decreasing leading to grit making its way to the treatment processes downstream and has been accumulating in the 60-inch interceptor to the WWTP.

The grit system consists of the east and west grit tanks, removal mechanisms, grit classifiers, and Grit Pumps 1 and 2. The equipment needs to be replaced due to age, operational difficulties, maintenance issues, and the failure risk associated with operating aged equipment. Equipment failure would negatively impact preliminary treatment and the rest of the treatment process due to the presence of sand and grit. The grit pumps are a particularly challenging maintenance issue because they are located below the grit tanks, and it is difficult to obtain spare parts when breakdown occurs.

2.7.2 Storm Pump Station

The storm pump station is critical for wet weather flow diversion of the primary effluent to the retention basin. The station was built in 1971 with updates made in 1980. Most of the treatment equipment including Pumps 1 and 2, VFDs, pump isolation valves, and pneumatic actuators are old and approaching the end of their useful life. The electrical equipment, such as the distribution Panel 9PP1 and MCC-B, is also original to when the pump station was built and is approaching the end of its useful life. The pumps operate using an older level sensing

technology (bubbler system), which needs replacement with newer technology. The storm pump station building needs improvements due to age. Mechanical improvements are needed due to issues with humidity as well as ventilation within the space.

2.7.3 Control Vault and Retention Basin Flow

The control vault is needed for regulating flow to and from the retention basin. The valves in the structure were installed in 1971 and are approaching the end of their useful life.

The retention basin provides storage and aeration of the excess flow diverted from the storm pump station. Current controls and valve limitations allow only passive overflow of wet weather to the retention basin. Once wet weather flow subsides, the retention basin is drained back to the primary effluent wet well to continue treatment in the aeration tanks. Downstream processes have a wide range of low diurnal flows and peak wet weather flows. Improvements to the retention basin controls, including new valves and metering of return flow, would allow for diurnal equalization during dry weather flow as well as better portioning of flow after wet weather events when the retention basin is filled.

2.7.4 Final Clarifiers

Final Clarifiers 1 through 4 and their internal mechanisms date back to the original plant construction while Final Clarifiers 5 through 7 were constructed in 1980. The proposed final clarifier improvements include replacing the internal mechanisms and drives due to age, operational difficulties, and the risk associated with operating aged equipment. Improvements are also required to maintain the rated treatment capacity of the secondary treatment process. During peak/wet weather scenarios, treatment reliability will become an issue without improvements to the final clarifiers.

2.7.5 Disinfection System

The two existing UV channels are not designed to handle peak flows. If any of the banks in the channels fail, it poses a challenge to meet the peak flow capacity. The existing UV system has two flow meters, one in each channel. These laser-type flow meters do not work properly, causing issues for a flow paced system control. There are also fine mesh screens (insert-type) on the influent side of each channel. The mesh size is too small and even during normal operation there is blinding of the screen. The entire UV system runs on a single programmable logic controller (PLC) that could cause a single point of failure leading to the WWTP not meeting permit requirements. The existing controller is enclosed in a canopy area. To provide operational flexibility and additional reliability for peak flow capacities, a third UV channel is needed. This can be accomplished by modifying the existing chlorine contact tank. In addition, the areas of concern in the existing UV system need to be evaluated and addressed.

2.7.6 Standby Power Provisions

There are currently alternative electrical feeds to power the treatment plant and portable generators at strategic locations in the WWTP. The plant currently approaches standby power via an equipment-specific approach. However, the plant does not currently have a portable generator large enough to provide 400 amps of operating capacity. Previous loss of both utility feeds simultaneously has indicated a reliability risk and resulted in flooding at the facility. To improve overall reliability of the plant during power outages and to address climate resiliency, sufficient standby power provision to the plant is necessary.

2.7.7 Digesters

Anaerobic digestion is an important treatment step to provide solids destruction and meet pathogen reduction requirements for land application of sludge. The existing anaerobic digester system is older and approaching the end of its useful life. The anaerobic digester system consists of primary (Nos. 1–3), secondary (Nos. 4–6), and

storage (Nos. 7 and 8) digesters; floating covers; jet mixing; gas mixing; heating equipment; and sludge pumps. The equipment needs to be replaced due to age, operational difficulties, and the risk associated with operating aged equipment. The aged equipment poses a high risk of failure, which would negatively impact solids treatment and potentially add significant cost for solids disposal. The gas mixing systems have been a particular issue. If the digester is not completely mixed, heat transfer will not be as efficient, which results in reduced solids destruction.

2.7.8 Compliance Status

The WWTP is compliant with its NPDES permit. However, occasional violations have occurred. These violations are listed in Table 2.9.

Table 2.9 – NPDES Permit Violations

Violation Category	Violation Type	Non-Compliance Date	Description	Status
Schedule of Compliance	Compliance Schedule Not Received by Due Date (Permit)	9/14/2020	Schedule: Notification of Completion of Additional Monitoring Requirements; Due: 9/14/2020	Active – Not Reviewed
Permit Language	Narrative Standard (Permit Language)	9/19/2019	Violation found during NPDES Compliance Evaluation Inspection	Active – Addressed, Not Resolved
Schedule of Compliance	Compliance Schedule Not Received by Due Date (Permit)	6/30/2019	Schedule: PFAS Publicly Owned Treatment Works Effluent Monitoring Report; Due: 6/30/2019	Active – Not Reviewed
DMR Report	DMR Not Submitted by Due Date (Permit)	12/21/2018	DMR: 11/1/2018–11/30/2018, Violation found during DMR System-Generated Evaluation	Active – Reviewed/Evaluated
Schedule of Compliance	Compliance Schedule Not Received by Due Date (Permit)	4/1/2018	Schedule: Federal Industrial Pretreatment Program Annual Report; Due: 4/1/2018	Inactive – Data Entry Error

DMR discharge monitoring report
PFAS per-and polyfluoroalkyl substances

2.7.9 Orders

There are no current court orders, federal or state enforcement orders, or administrative consent orders that impact the WWTP.

2.7.10 Water Quality Problems

The WWTP currently meets the effluent limits set forth in the NPDES permit. Plant staff has been diligent with O&M tasks and has maintained successful operation of the WWTP. However, operating aged equipment is less reliable and poses a risk of water quality problems in the future due to equipment breakdown during operation.

2.7.11 Projected Needs for the Next 20 Years

The City's sewage flows have declined over the last 20 years due to loss of industrial process flows and reductions in commercial and residential flows. The population projections were reviewed for the service area. Significant growth within the service area is not anticipated at this time. Therefore, no expansion of the existing WWTP or its unit processes will be needed for the 20-year planning period.

The proposed improvements in this Planning Document involve critical equipment that is necessary to provide reliable treatment and meet the NPDES permit requirements.

2.7.12 Future Environment Without the Proposed Project

Without the proposed improvements, the WWTP will be negatively impacted through reduced treatment capacity and unreliable treatment of wastewater during wet weather. The solids handling capacity will be affected by potential digester equipment breakdown. Continued use of the existing aged equipment will also incur more staff time maintaining or repairing equipment and the risk of equipment failure during operation.

3.0 Analysis of Alternatives

Several alternatives were developed for the proposed projects. The alternatives were evaluated to determine what additions, expansions, or replacements can be made to improve system operation.

The alternatives were evaluated using the following project objectives:

- Ensure reliable wastewater treatment during wet weather.
- Optimize flow control to the retention basin during dry and wet weather conditions.
- Replace existing aged equipment for treatment reliability and/or redundancy.
- Minimize financial burden to sewer system users due to the risk associated with operating aged equipment and potential failures.
- Replace existing equipment with process technology plant staff is already familiar with to aid in O&M.
- Utilize existing equipment locations and space available.
- Maintain plant operations during construction.
- Minimize environmental impact during construction.

Since the Jackson WWTP serves the City as well as other customer communities, a regional alternative is not feasible. Therefore, it is not considered a principal alternative in this evaluation.

3.1 Grit System

3.1.1 Alternative 1 – No Action

If no action is taken, the exiting grit system would continue to operate with older equipment and less efficient technology. This could lead to continued poor grit capturing or grit system bypass. This has a potential to affect other treatment processes downstream of this system. The accumulation of grit can also increase in the 60-inch interceptor to the WWTP. The grit system equipment failure can also affect treatment capacity during peak/wet weather scenarios.

The no action alternative is not acceptable since operating aging equipment can create reliability and safety concerns.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.1.2 Alternative 2 – Optimize Existing Facilities

The optimization alternative includes replacing the existing grit system with similar equipment. However, this does not address treatment technology efficiency, peak/wet weather capacity, nor operational flexibility.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.1.3 Alternative 3 – Construction Alternative

In this alternative, the existing east and west grit tanks will be modified to accommodate a more efficient grit treatment technology such as a vortex grit system. Vortex-style grit systems have a smaller footprint than the existing tanks. The new systems include drive assemblies, grit pumps, grit classifiers, and cyclones. Necessary baffling, piping, and control panels for the operation of the vortex system are also a part of the improvement. The new equipment technology will remove grit more effectively than the existing system. The grit pumps included in the vortex system will be located on the main level, which will simplify maintenance.

A third grit tank (north) will be constructed to accommodate the smaller footprint of the east and west grit tanks and better suit the range of flows seen at the WWTP.

This improvement will provide operational flexibility and overall reliability of the grit system during peak/wet weather scenarios. This alternative meets the project objectives and will be evaluated further as a principal alternative. Schematics of the proposed system improvements are provided in Figures 7 and 8.

3.2 Storm Pump Station

3.2.1 Alternative 1 – No Action

If no action is taken, the wet weather treatment components related to the storm pump station would continue to operate with the deficiencies noted in Section 2.7.2. Action is necessary to eliminate system failure due to aging equipment and system reliability concerns related to the peak/wet weather scenarios.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.2.2 Alternative 2 – Optimize Existing Facilities

In this alternative, Pumps 1 and 2, VFDs, knife gate valves, pneumatic actuators, wet well level sensor, and air compressor will be replaced. Electrical improvements include replacing Distribution Panel 9PP1 with a similar distribution panelboard properly rated for the environment, along with replacing MCC-B and lighting fixtures. Building improvements include painting the hollow metal doors and frames and replacing the windows with insulated assemblies and metal lintels. The roofing system will be replaced along with three hatches in the roof for pump access. Mechanical improvements include replacement of unit heaters and the addition of dehumidifiers.

This alternative meets the project objectives and will be evaluated further as a principal alternative. A schematic of the proposed system improvements is provided in Figure 9.

3.2.3 Alternative 3 – Construction Alternative

The required wet weather improvements do not necessitate building a new pump station, which is also cost prohibitive. Therefore, the alternative is not considered a principal alternative and will not be evaluated further.

3.3 Control Vault and Retention Basin Flow

3.3.1 Alternative 1 – No Action

If no action is taken, the wet weather treatment components related to the control vault and the retention basin would continue to operate with the deficiencies noted in Section 2.7.3. Action is necessary to optimize system reliability and mitigate the diurnal peaks flows to best support the overall WWTP operation.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.3.2 Alternative 2 – Optimize Existing Facilities

The knife gate valves with associated pneumatic actuators and the cone valve in the control vault will be replaced. Retention basin flow control will be improved by the addition of a flow meter, piping, and valves. This alternative would allow for diurnal equalization during dry weather flow and portioning of flow after wet weather/peak flow events.

This alternative meets the project objectives and will be evaluated further as a principal alternative. A schematic of the proposed system improvements is provided in Figure 10.

3.3.3 Alternative 3 – Construction Alternative

The construction alternative includes construction of a new control vault and retention basin. This is cost prohibitive. Therefore, this alternative is not considered a principal alternative and will not be evaluated further.

3.4 Final Clarifiers

3.4.1 Alternative 1 – No Action

If no action is taken, the final clarifier equipment will continue to be operated with the challenges associated aged equipment. Treatment reliability will become an issue in maintaining a high level of wastewater treatment during peak/wet weather scenarios. This alternative is not acceptable since operating aging equipment can create reliability and safety concerns.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.4.2 Alternative 2 – Optimize Existing Facilities

Th optimization alternative includes replacing aging final clarifier equipment with new in-kind equipment including the collector assemblies and drives. The concrete condition within the tanks will be evaluated and any necessary repairs or rehabilitation will be included in this alternative.

This alternative meets the project objectives and will be evaluated further as a principal alternative. Schematics of the proposed system improvements are provided in Figures 11 and 12.

3.4.3 Alternative 3 – Construction Alternative

The construction alternative includes building new tanks with new clarifier equipment. This is not practical and is cost prohibitive.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.5 Disinfection System

3.5.1 Alternative 1 – No Action

If no action is taken, the existing disinfection system with two UV channels will continue to operate with issues related to the existing flow meters, fine screens, and the single controller (PLC). There will also be capacity issues during peak flows and no operational flexibility.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.5.2 Alternative 2 – Optimize Existing Facilities

In this alternative, the existing chlorine contact tank that shares a common wall the UV disinfection channels will be modified to accommodate new UV equipment and an isolation slide gate. The equipment will be appropriately sized. The issues related to the existing UV system controller (PLC), in-channel flow meters, and fine screen

(insert-type) will be evaluated, and improvements will be made to address identified issues. This alternative will increase the reliability of the UV disinfection system as well as provide operational flexibility.

This alternative meets the project objectives and will be evaluated further as a principal alternative. A schematic of the proposed system improvements is provided in Figure 13.

3.5.3 Alternative 3 – Construction Alternative

The construction alternative includes replacing the existing UV system with a different treatment style utilizing new structures. This is not practical, and it would be cost prohibitive.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.6 Standby Power Provisions

3.6.1 Alternative 1 – No Action

The existing electrical feeds powering the treatment plant and portable generators at strategic locations in the WWTP will be continued. However, this alternative will not address the standby power capacity required at the WWTP.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.6.2 Alternative 2 – Optimize Existing Facilities

The existing portable generators could be optimized by replacing them with new generators similar in capacity. However, this alternative will not address the required backup capacity during power outages (failure of both feeds to the WWTP). During power outages, the WWTP may not provide sufficient treatment, and in the worst case could fail to meet the NPDES permit requirements.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.6.3 Alternative 3 – Construction Alternative

This alternative will provide the required standby power provision to the plant in addition to the existing portable generators. This alternative addresses the overall reliability of the plant during power outages and climate resiliency. The equipment-specific standby power approach, whether portable or permanent, will be further evaluated around the WWTP treatment processes and equipment loads.

This alternative meets the project objectives and will be evaluated further as a principal alternative.

3.7 Digesters

3.7.1 Alternative 1 – No Action

If no action is taken, the existing anaerobic digesters will continue to operate with older equipment and less efficient technology. This could lead to poor solids destruction and potentially not meeting pathogen reduction requirements for land application, thus increasing the solids disposal cost.

Action to make improvements to the identified equipment is required to eliminate failure due to aged equipment. The no action alternative is not acceptable since operating aging equipment can create reliability and safety concerns.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.7.2 Alternative 2 – Optimize Existing Facilities

In this alternative, existing Digesters 1 and 4 will be refurbished with new process equipment to accommodate updated treatment technology. The refurbished tanks will include jet mixing, more efficient heating coil systems, and a new fixed cover on Digester 4. Sludge pumps for Digesters 1 and 4 will also be replaced, as well as the necessary piping and control panels. The new equipment will reduce solids more efficiently than the existing system.

New fixed covers will be provided on existing Digesters 7 and 8. And there will be concrete repairs performed on Digesters 1, 4, 7, and 8.

This alternative meets the project objectives and will be evaluated further as a principal alternative. A schematic of the proposed system improvements is provided in Figure 14.

3.7.3 Alternative 3 – Construction Alternative

The construction alternative includes replacing the existing anaerobic digester system with a different digester style utilizing new tanks and structures. This is not practical given the number and capacity of the existing tank structures, and it would be cost prohibitive.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.8 Analysis of Principal Alternatives

3.8.1 Monetary Evaluation

A monetary evaluation was completed for each principal alternative using a 20-year present worth analysis with a recommended discount rate of 0.4%. To determine the salvage value after the 20-year planning period, straight-line depreciation with the recommended discount rate was used.

A summary of the monetary evaluation for each principal alternative is presented in Tables 3.1 through 3.7.

Details of the opinion of probable costs are included in Appendix 3. These costs are preliminary estimates and will be further refined during design.

The anticipated impact on user costs is discussed in Section 4.9.

Table 3.1 – Grit System Principal Alternative Monetary Evaluation

Category	Alternative 3 – Construction Alternative
Capital Cost	$6,600,000
Annual O&M Cost	$50,000
Salvage Value	$465,000
Present Worth of O&M Cost	$959,000
Present Worth of Salvage Value	($429,000)
20-Year Total Present Worth	$7,130,000

Table 3.2 – Storm Pump Station Principal Alternative Monetary Evaluation

Category	Alternative 2 – Optimize Existing Facilities
Capital Cost	$1,600,000
Annual O&M Cost	$5,000
Salvage Value	$83,000
Present Worth of O&M Cost	$96,000
Present Worth of Salvage Value	($77,000)
20-Year Total Present Worth	$1,619,000

Table 3.3 – Control Vault and Retention Basin Flow Principal Alternative Monetary Evaluation

Category	Alternative 2 – Optimize Existing Facilities
Capital Cost	$1,800,000
Annual O&M Cost	$5,000
Salvage Value	$132,000
Present Worth of O&M Cost	$96,000
Present Worth of Salvage Value	($122,000)
20-Year Total Present Worth	$1,774,000

Table 3.4 – Final Clarifiers Principal Alternative Monetary Evaluation

Category	Alternative 2 – Optimize Existing Facilities
Capital Cost	$9,000,000
Annual O&M Cost	$5,000
Salvage Value	$603,067
Present Worth of O&M Cost	$96,000
Present Worth of Salvage Value	($557,000)
20-Year Total Present Worth	$8,539,000

Table 3.5 – Disinfection System Principal Alternative Monetary Evaluation

Category	Alternative 2 – Optimize Existing Facilities
Capital Cost	$3,900,000
Annual O&M Cost	$10,000
Salvage Value	$607,000
Present Worth of O&M Cost	$192,000
Present Worth of Salvage Value	($560,000)
20-Year Total Present Worth	$3,532,000

Table 3.6 – Standby Power Provisions Principal Alternative Monetary Evaluation

Category	Alternative 3 – Construction Alternative
Capital Cost	$1,400,000
Annual O&M Cost	$5,000
Salvage Value	$281,000
Present Worth of O&M Cost	$96,000
Present Worth of Salvage Value	($259,000)
20-Year Total Present Worth	$1,237,000

Table 3.7 – Digesters Principal Alternative Monetary Evaluation

Category	Alternative 2 – Optimize Existing Facilities
Capital Cost	$10,000,000
Annual O&M Cost	$10,000
Salvage Value	$2,305,133
Present Worth of O&M Cost	$192,000
Present Worth of Salvage Value	($2,128,000)
20-Year Total Present Worth	$8,064,000

3.8.1.1 Salvage Value

The planning period for the monetary evaluation is 20 years. At the end of this period, portions of the proposed structures and equipment will have a salvage value. Straight-line depreciation was used to calculate the salvage values for the principal alternatives. The present worth of the salvage value for the assets was computed using the real discount rate. The present worth of the salvage value for each principal alternative is provided in Tables 3.1 through 3.7.

3.8.1.2 Escalation

The monetary evaluation allows for energy costs and land values to be escalated. The cost of labor, equipment, and materials is not escalated. For this monetary evaluation, energy costs have not been escalated and land values are not included in the evaluation.

3.8.1.3 Mitigation Costs

No mitigation costs are anticipated as part of the proposed projects.

3.8.2 Partitioning the Projects

The proposed improvements will be partitioned into three phases.

1. Phase 1:
   a. Grit System
   b. Storm Pump Station
   c. Standby Power Provisions
   d. Digesters
2. Phase 2:
   a. Control Vault and Retention Basin Flow
   b. Disinfection System
3. Phase 3:
   a. Final Clarifiers

3.8.3 Environmental Evaluation

The principal alternatives for the proposed improvements will occur at the existing WWTP site. Therefore, construction activities for the principal alternatives have limited short-term disruption.

Long-term, the proposed improvements will provide reliable treatment, flexibility in operations, and eliminate the risks associated with operating aged equipment.

3.8.4 Implementability and Public Participation

The implementability restrictions for these projects are minimal. The financial burden of the projects will be manageable for the City. The public has been, and will continue to be, provided with opportunities to comment on the projects. Public concerns will be considered whenever possible throughout the design and construction of the proposed improvements.

3.8.5 Technical and Other Considerations

3.8.5.1 Infiltration and Inflow Removal

Inflow and infiltration (I/I) is defined as clear water entering the system during wet weather or high groundwater conditions. In certain instances, I/I removal may be cost-effective compared to the operational costs for transport and treatment of the clear water. An evaluation of the level of I/I in the collection system was conducted as part of the 2020 SAW Grant AMP. No backup problems, overflows, or poor treatment performance due to hydraulic overloading were observed during monitored rain events.

Based on this evaluation, I/I removal is not considered a cost-effective option for improving WWTP performance.

3.8.5.2 Structural Integrity

The collection system was evaluated as part of the 2020 SAW Grant AMP. The National Association of Sewer Services Companies Pipeline Assessment Certification Program grading system was used to define the severity of pipe defects. Any possible structural deficiencies in the collection system will be addressed separately from this Planning Document.

3.8.5.3 Sludge and Residuals

The WWTP currently produces anaerobically digested biosolids and utilizes liquid land application for ultimate disposal. There is no additional biosolids production anticipated due to the proposed projects.

3.8.5.4 Industrial Pretreatment

The City currently administers an industrial pretreatment program under the requirements of its NPDES permit.

3.8.5.5 Growth Capacity

The principal alternatives consider the wastewater needs during the 20-year planning period. The improvement projects will allow the WWTP to maintain reliability of its hydraulic and treatment capacity for the service area.

3.8.5.6 Areas Currently Without Sewers

The majority of the study area has sanitary sewer service. The City does not currently have any specific intentions of expanding the sewer district. On a case-by-case basis sanitary sewer service may be extended to other areas upon request. The current sewer district represents the 20-year study area.

3.8.5.7 Reliability

The principal alternatives have been evaluated based on their ability to meet and consistently maintain permit limitation throughout the useful life of the projects. The improvements will be designed to meet all USEPA reliability requirements for WWTPs.

3.8.5.8 Alternative Sites and Routings

Alternative sites for the WWTP have been considered. Because of the existing treatment infrastructure already in place, relocating the existing treatment plant would not be infeasible.

3.8.5.9 Combined Sewer Overflows

The collection system for the Jackson WWTP is a separated system and does not have any combined sewer overflows.

3.8.5.10 Contamination at the Project Site

Typically, four types of contamination may be encountered during project construction: soils contaminated by petroleum or other chemicals; discarded materials such as chemical drums or insulation; groundwater or surface waters contaminated by chemical leachate or runoff; and materials to be removed or disturbed in the existing facility that contain asbestos, lead, mercury, polychlorinated biphenyl, or similar contaminants.

A visual survey of the project site did not identify any abandoned containers. No contamination is suspected at this time. An examination of the state's list of contaminated sites did not reveal any contaminated sites near the projects.

3.8.5.11 Green Project Reserve

No components of the principal alternatives would be eligible for Green Project Reserve.

4.0 Selected Alternatives

It was determined all of the principal alternatives are feasible and necessary; therefore, they have all become the selected alternatives.

4.1 Relevant Design Parameters

The selected alternatives will maintain the same WWTP site plan and facility arrangement displayed in Figure 3. The design intent is to maintain the current flow scheme and hydraulic profile through the plant. The WWTP flow schematic is shown in Figure 4 and the hydraulic profile is provided in Appendix 4.

4.1.1 Grit System

The two existing tanks will be modified, and a new grit tank will be constructed. The tanks will be equipped with vortex-type grit equipment, self-priming grit pumps, grit classifiers, and cyclones. Each grit tank will be sized to handle normal flows and function in pair to handle the peak/wet weather scenarios. One grit tank will be on standby. Table 4.1 summarizes the grit system design parameters.

Table 4.1 – Grit System Design Parameters

Item	Description
Number of grit tanks	3
Size	16 feet diameter
Peak Design Flow	20 MGD
Grit Pump Capacity	250 gallons/minute
Grit Classifier Conveying Capacity	30 cubic feet/hour

4.1.2 Storm Pump Station

There is no change in equipment capacity proposed at the storm pump station. Table 4.2 summarizes the storm pump station design parameters.

Table 4.2 – Storm Pump Design Parameters

Pump	Capacity (gpm)	TDH (feet)	Motor (Horsepower)	VFD
Storm Pump 1	6,600	35	75	Yes
Storm Pump 2	6,600	35	75	Yes

The three 18-inch knife gate valves and pneumatic actuators will be replaced in-kind.

The air compressor system serving the pneumatic knife gate valves and the valves in the control vault will be replaced with similar capacity equipment.

The wet well bubbler-type level senor will be replaced by newer technology (i.e., submersible pressure transducer).

The 480-volt distribution panel and motor control center will be replaced with exterior equipment to remove the equipment from the classified space.

The building improvements will include the following:

- Painting the hollow metal doors and frames.
- Replacing windows with insulated assemblies and metal lintels.
- Replacing the roofing system.
- Replacing the three hatches in the roof for pump access.
- Replacing the unit heaters.

- Replacing the lighting fixtures.
- Adding dehumidifiers.
- Adding an exhaust fan.

4.1.3 Control Vault and Retention Basin Flow

The control vault 24-inch valves (two knife gate valves with actuators and one cone valve) will be replaced. An appropriately sized flow meter, piping, and control valves will be provided at the retention basin.

4.1.4 Final Clarifiers

There are no changes in treatment capacity proposed. The existing clarifier equipment will be replaced in-kind at the final clarifiers.

4.1.5 Disinfection System

The existing chlorine contact tank will be modified to accommodate new UV equipment and an isolation slide gate. The equipment will be appropriately sized. The issues related to the existing UV system controller, in-channel flow meters, and fine screen (insert-type) will be evaluated, and improvements will be made to address identified issues.

4.1.6 Standby Power Provisions

The standby power provision options will be evaluated and appropriately sized to accommodate critical plant loads during loss of power.

4.1.7 Digesters

Digesters 1 and 4 will include jet mixing and heating coil systems. Sludge pumps for Digesters 1 and 4 will also be replaced with similar capacity pumps, along with the necessary piping and control panels for sludge feed and transfer pumps. Covers will be replaced on Digesters 4, 7, and 8. Concrete repairs will be performed on Digesters 1, 4, 7 and 8.

4.2 Project Maps

The selected alternative projects are all at the WWTP site, as indicated on Figure 3. No change in the WWTP treatment process will occur due to the proposed projects.

Schematics illustrating the selected alternatives are presented in Figures 7 through 14.

4.3 Controlling Factors

The selected alternatives are intended to:

- Provide treatment reliability, adequate capacity, and operational flexibility for the service area for the next 20 years.
- Provide reliable backup power during power outages.
- Meet the discharge permit requirements set in the NPDES permit.
- Mitigate environmental impacts related to wastewater treatment.

No court orders, federal or state enforcement orders, or administrative consent orders have been issued for the WWTP.

4.4 Special Assessment District

A special assessment district will not be created as a part of the projects. As the proposed improvements are for the benefit of all sewer users within the sewer district; the creation of a special assessment district will not be necessary.

4.5 Sensitive Features

Environmentally sensitive features such as wetlands, floodplains, prime or unique agricultural lands, archaeological sites, and threatened/endangered species were evaluated when assessing the alternatives. Although some of the WWTP site is within the 100-year floodplain, the proposed project work will not occur in the floodplain. Therefore, an EGLE Part 31 Floodplain permit is not anticipated at this time. Other sensitive features that were reviewed are not anticipated to be affected by the proposed projects.

4.6 Schedule for Design and Construction

The selected alternatives have been divided into three phases, which each phase beginning in a different year. The schedule for design and construction is provided in Table 4.3. Funding availability and permitting may impact the construction schedule.

Table 4.3 – Design and Construction Schedule

	Estimated Milestone		
Task	Phase 1	Phase 2	Phase 3
Project(s)	• Grit System • Storm Pump Station • Standby Power Provisions • Digesters	• Control Vault and Retention Basin Flow • Disinfection System	• Final Clarifiers
CWSRF Funding Quarter	3	3	3
Final Design	March 2024	March 2026	March 2028
Construction Permit	April 2024	April 2026	April 2028
Bidding	April 2024	April 2026	April 2028
CWSRF Funding	May 2024	May 2026	May 2028
Loan Closing/Award	June 2024	June 2026	June 2028
Notice to Proceed	July 2024	July 2026	July 2028
Construction Phase	August 2024	August 2026	August 2028

4.7 Cost Summary

A summary of the opinion probable cost associated with the design and construction of the selected alternatives is included in Appendix 3. The total project cost does not include administration costs or financial or legal services, which will not be financed with the CWSRF loan.

A summary of the total estimate project cost by fiscal year is provided in Table 4.4.

Table 4.4 – Cost Summary

Item	Year 1 (Phase 1)	Year 3 (Phase 2)	Year 5 (Phase 3)
EGLE Fiscal Year and Quarter	2024, Quarter 3	2026, Quarter 3	2028, Quarter 3
Projects Included	• Grit System • Storm Pump Station • Standby Power Provisions • Digesters	• Control Vault and Retention Basin Flow • Disinfection System	• Final Clarifiers
Total Probable Project Cost	$19,600,000	$5,700,000	$9,000,000

4.8 Authority to Implement the Selected Alternative

The City owns and operates the WWTP. The City is responsible for providing adequate wastewater treatment within the City limits and to its customers communities. With the support of the City's staff and professional consultants, the City has the authority and capability to seek funding and plan, build, and operate the proposed improvements at the WWTP.

4.9 User Costs

The selected alternatives result in an anticipated overall annual debt increase of up to $2,253,000 per year. Debt retirement will be achieved by increases in user rates, supported by a rate design study every two years to ensure adequate funding.

Recent rate and funding evaluations recommend increases to user rates of 6% in Year 1, followed by 5% increases in Year 3 and Year 5 to accommodate these projects and other necessary improvements. An initial annual increase of 6% in user rates would lead to an estimated increase of $31 per year to the average residential bill.

4.10 Overburdened Community

EGLE has revised the previous "disadvantaged community" criteria and created a new metric for evaluating the financial burden on a community. Communities applying for CWSRF funding can be classified as "overburdened" or "significantly overburdened" based on the median annual household income (MAHI) of the community and cost of the projects.

The blended MAHI computation for the system indicated it is below the state MAHI of $63,498. Therefore, a worksheet will be completed and sent to EGLE.

4.11 Project Useful Life

It is important to verify that the proposed improvements will outlive the loan financing said improvements. A weighted average calculation was used to verify that the useful life of the project exceeds the 20-year loan term. The design useful life for each equipment type is provided in Table 4.5.

Table 4.5 – Equipment Useful Life

Equipment Type	Useful Life (Years)
Electrical Equipment – Distribution Panel and MCC	30
Slide Gates	20
Grit Equipment	20
Clarifier Equipment	20
Digester Mixing Equipment	20
Digester Covers	50
Disinfection Equipment	20
Pumps and Valves	20
Control Panel	20
Piping	50
Heating and Ventilation	20

The weighted useful life is the total of all calculated life values (i.e., each asset's dollar value multiplied by its estimated useful life) divided by the total estimate of the project dollars spent on those respective assets (weighted useful life = total of life values/total estimate dollars spent on assets). A project useful life analysis will be performed and provided to EGLE with the submittal of the final Planning Document.

5.0 Evaluation of Environmental Impacts

5.1 Direct Impacts

Direct impacts are the social and environmental impacts that are directly attributable to the construction and operation of a project. The direct impacts attributable to project construction, project operation, and social impacts are included within this section.

5.1.1 Construction Impacts

5.1.1.1 Project Setting

The proposed projects will occur within the WWTP site. No adverse impacts to sensitive features are anticipated due to the construction activities associated with the proposed improvements.

The construction activities associated with the proposed improvements will not result in tree removal.

The endangered and threatened species were reviewed and identified. Long-term impacts associated with the construction activities on these species is not anticipated.

Historical and cultural sites were reviewed. There are no known sites within the WWTP site.

Groundwater dewatering may be needed for construction of the new grit tank structures. Any short-term impacts on the Grand River due to the construction activities will be mitigated by measures such as soil erosion and sedimentation control to protect and prevent any surface water impacts. No changes to the current drainage within the project area are anticipated at this time. All areas disturbed during construction activities will be restored to their original condition.

5.1.1.2 Construction Methods

Construction will be limited to the WWTP site. Any short-term impacts related to the construction activities will be mitigated or reversed by site restoration efforts. There will be no long-term impacts associated with the proposed construction activities.

Sufficient mitigation measures will be taken to dispose of any soils or stockpile excess material in a manner that will not impact the Grand River.

5.1.1.3 Traffic Impacts

Since the proposed construction activities are to occur within the WWTP site, no long-term traffic impacts are anticipated. There may be short-term traffic impacts due to construction activities, but no changes to traffic patterns are anticipated. Construction hours for projects of this type are generally limited to 7 a.m. to 7 p.m. Monday through Friday and 7 a.m. to 1 p.m. on Saturday. Vehicular and pedestrian access will be maintained within the WWTP site throughout construction.

5.1.2 Operational Impacts

The proposed projects will improve the overall WWTP system reliability in terms of process equipment and power distribution. The proposed improvements will also provide flexibility in operation and alleviate risks associated with potential catastrophic single points of failure.

5.1.3 Social Impacts

The proposed construction activities will create jobs and thus contribute to the economy.

5.2 Indirect Impacts

The proposed projects at the WWTP will provide reliability. Following construction, the WWTP site will be restored to its original condition. Adverse impacts from the construction activities associated with the projects are not anticipated.

5.3 Cumulative Impacts

Continued water quality improvement to the Grand River through reliable wastewater treatment is the primary cumulative impact anticipated. The surface water discharge will remain in accordance with NPDES permit regulations and is not anticipated to have a negative impact on the surface water quality of the receiving stream.

6.0 Mitigation

Where adverse impacts cannot be avoided, structural and non-structural measures will be taken to eliminate and mitigate adverse impacts on the environment. Structural measures include mitigation related to the design and construction of the project. Non-structural measures include mitigation related to governmental, institutional, or private plans/policies/regulations as well as phasing of project construction.

6.1 Short-Term Construction-Related Mitigation

Following are the short-term construction impacts of the projects and their mitigation:

- Noise will be controlled by limiting construction operations to hours set by Blackman Charter Township as part of their ordinances.
- Dust will be kept to minimum using soil erosion and sedimentation control procedures established in the project drawings and specifications including applying water and/or calcium chloride during construction and restoration of vegetation.
- All disturbed soil will be re-seeded and/or sodded. No vegetation is scheduled to be removed as part of the construction.
- Any surplus or waste material resulting from construction will be disposed of properly in a suitable upland disposal site.
- All areas will be restored to their existing grade.
- The project work will be confined to the area of work, and all precautions will be taken not to store, locate, or pile any construction materials near the Grand River.
- No stockpiling of excess material will be allowed in the 100-year floodplain.

6.1.1 General Construction

Any potential increase in traffic to the WWTP due to construction should be minimal and should not impact the flow of traffic in the area.

6.2 Mitigation of Long-Term Impacts

The selected alternatives were evaluated for long-term adverse impacts. There are no long-term impacts associated with the construction activities. However, suitable mitigation measures will be considered to ensure there are not irreversible adverse impacts on the environment.

6.2.1 Siting Decisions

The proposed construction activities will occur within the WWTP site and in the current locations of the existing equipment. Therefore, no irreversible damage to sensitive features is anticipated.

6.2.2 Operational Impacts

There are no negative, long-term impacts associated with the proposed projects. On the contrary, the proposed improvements will have positive long-term impacts by establishing reliable wastewater treatment into the future.

6.3 Mitigation of Indirect Impacts

The WWTP capacity will remain the same after completion of the proposed improvements. However, the proposed improvements will provide reliable treatment of the wastewater and avoid single points of failure associated with operating aged equipment. The replaced equipment is expected to provide reliable service through its expected useful life.

7.0 Public Participation

7.1 Public Hearing Advertisement

On March 3, 2023, a Notice of Public Hearing for the CWSRF Planning Document for the Jackson WWTP Improvements will be provided on the City's website (cityofjackson.org) and on the City's social media pages. The EGLE project manager will be provided with a link to the notice. The advertisement briefly describes the proposed projects and estimated costs, mentions the availability of the report for viewing, and invites written comments from the public.

The Planning Document will be made available on the City's website for public review and comment starting March 3, 2023. Written comments were requested to be received no later than March 21, 2023, the date of the public hearing.

A screenshot of the Notice of Public Hearing will be included in the final Planning Document.

7.2 Public Hearing

A public hearing will be held at the regularly scheduled City Council meeting on March 21, 2023. The meeting minutes from the public hearing will be included in the final Planning Document.

7.2.1 Public Hearing Contents

Fishbeck will provide a presentation of the proposed improvements at the public hearing. The presentation will include the following:

- A description of the project needs and problems to be addressed by the proposed projects and the principal alternatives that were considered.
- A description of the selected alternatives, including capital costs.
- A description of project financing and anticipated costs to users, including the proposed method of project financing and the proposed annual charge to the typical residential customer.
- A description of the anticipated social and environmental impacts associated with the selected alternatives and the measures that will be taken to mitigate adverse impacts.

The public hearing meeting minutes and a PDF of the presentation will be included in the final Planning Document.

7.2.2 Comments Received and Answered

Comments received during the public comment period and responses provided will be included in the final Planning Document.

7.3 Adoption of the Planning Document

A resolution to formally adopt the Planning Document and implement the selected alternatives will be submitted to EGLE with the final Planning Document.

Figures

PLOT INFO: \\corp.ftch.com\AllProjects\2022\221867\CAD\GIS\ProProj\Jackson DWSRF Project Plan 2024.aprx Layout: FIG01_Wastewater System Service Area Date: 12/15/2022 10:21 AM User: ahavens

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Rives Township

Blackman Township

City of Jackson

Summit Township

Northwest High School

Jackson County Airport

Kryst Pond

Ella Sharp Park

Saint John's Cemetery

Sparks Foundation County Park

Grand River

Portage River

Vandercook Lake

Brown Lake

Springport Road

East Parnall Road

East McDevitt Avenue

Lansing Avenue

North Elm Avenue

Cooper Street

Steward Avenue

South West Avenue

Francis Street

South Cooper Street

Spring Arbor Road

Kibby Road

M 106

M50

M 60

US 127

US 127;M 50

BUS US 127;M 50

BL I 94;M 60

I 94

I 94;US 127

BL I 94

WASTEWATER SYSTEM SERVICE AREA

NORTH

0 2,000 4,000 FEET

LEGEND

Service Area

City of Jackson

Blackman Township

DATA SOURCES: CITY OF JACKSON GIS

FIGURE NO. 1

PROJECT NO. 221867

City of JACKSON Michigan

City of Jackson

Jackson County, Michigan

Clean Water State Revolving Fund (CWSRF) Planning Document

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fishbeck

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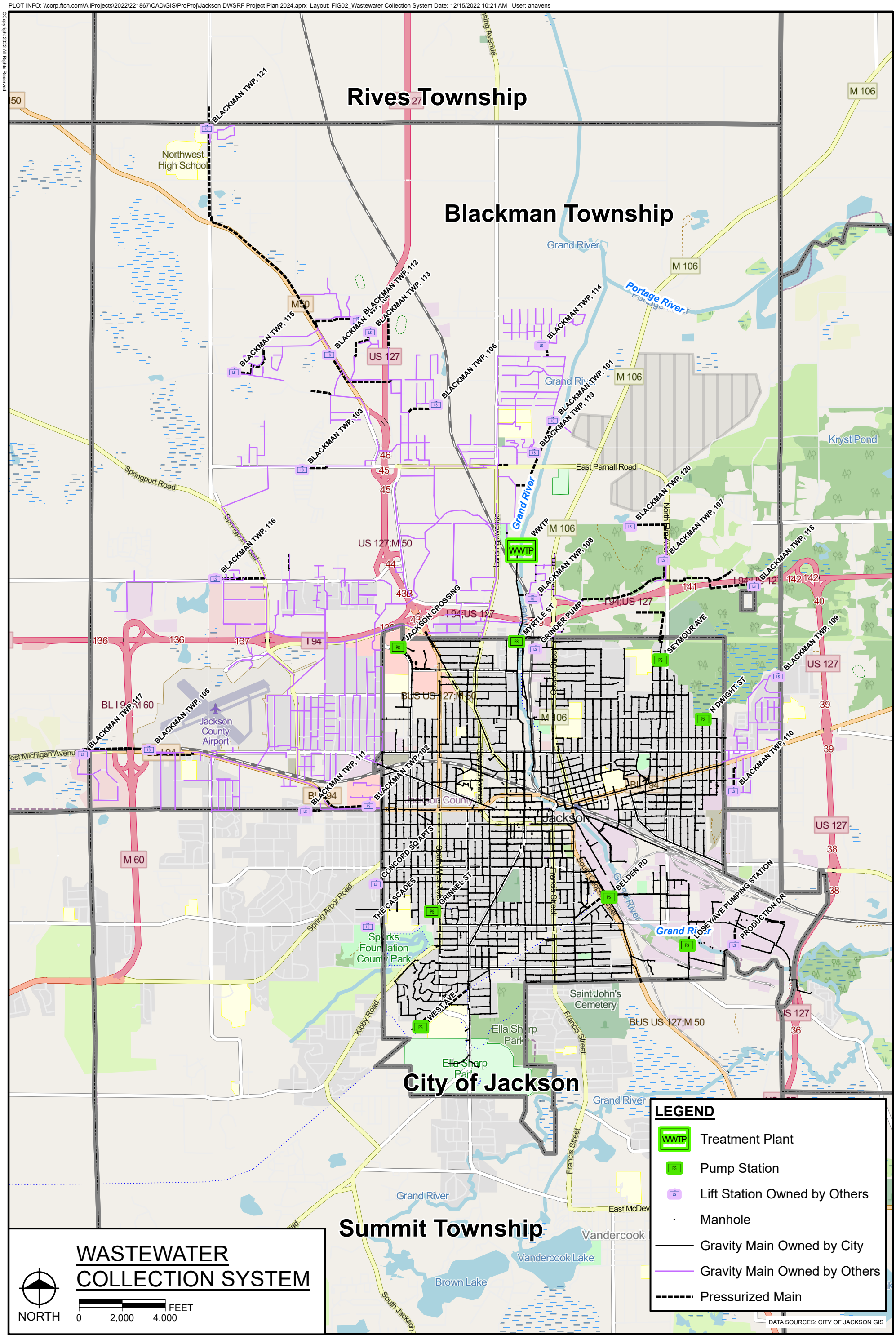

FIGURE NO. 2

PROJECT NO. 221867

City of JACKSON Michigan

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Jackson County, Michigan

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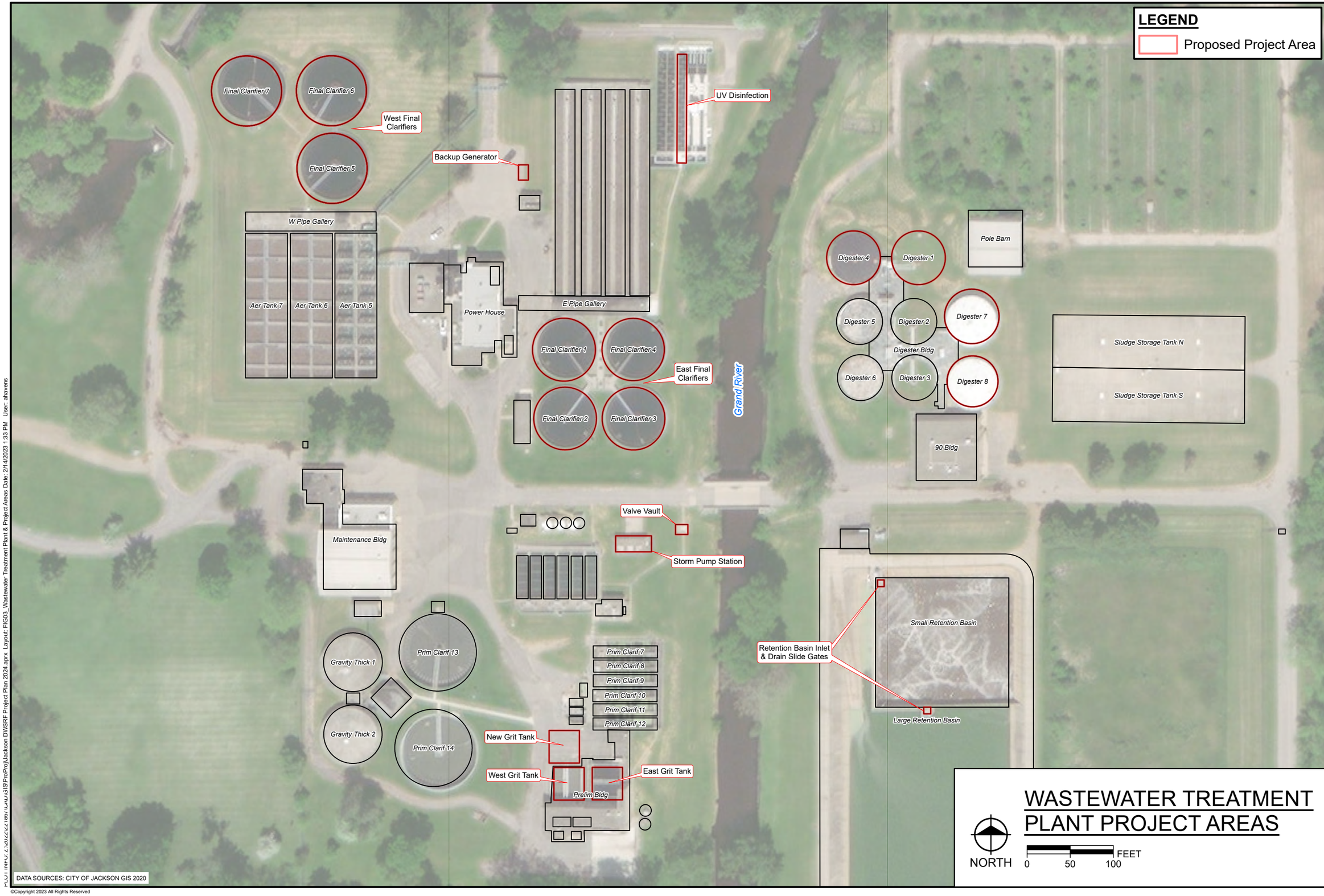

DATA SOURCES: CITY OF JACKSON GIS 2020

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WASTEWATER TREATMENT PLANT PROJECT AREAS

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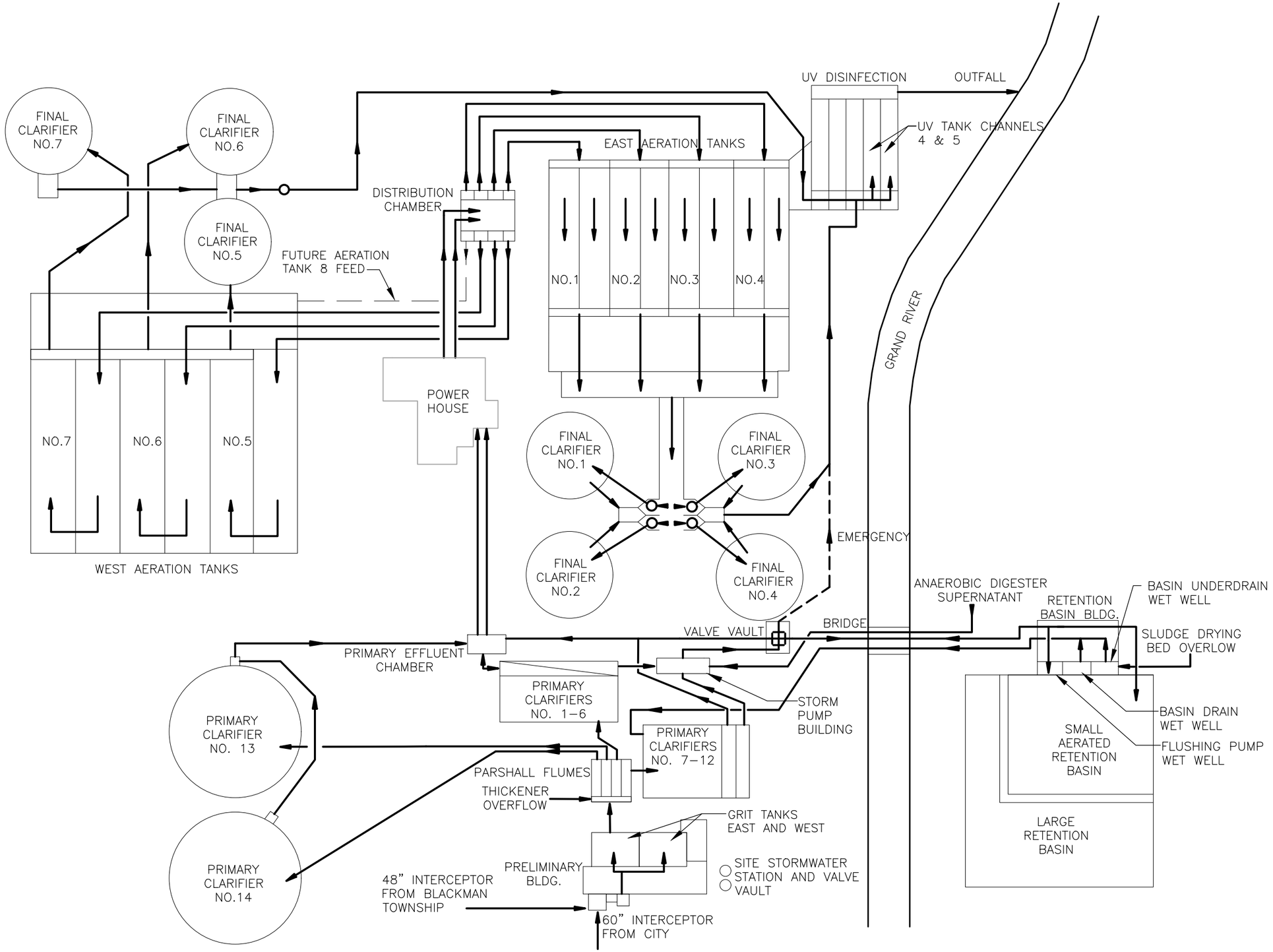
PROJECT NO.
221867

FIGURE NO.
3

PLOT INFO: Z:\2022\221867\CAD\GIS\ProjJackson DWSRF Project Plan 2024.aprx Layout: FIG03_Wastewater Treatment Plant & Project Areas Date: 2/14/2023 1:33 PM User: ahavens



WASTEWATER FLOW SCHEMATIC

NO SCALE

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PROJECT NO.
221867

FIGURE NO.
4

PLOT INFO: Z:\2021\210403\CAD\REF\GX000121040 3.DWG LAYOUT: FIG04-WW FLOW DATE: 12/15/2022 TIME: 11:22:44 AM USER: RSECORD

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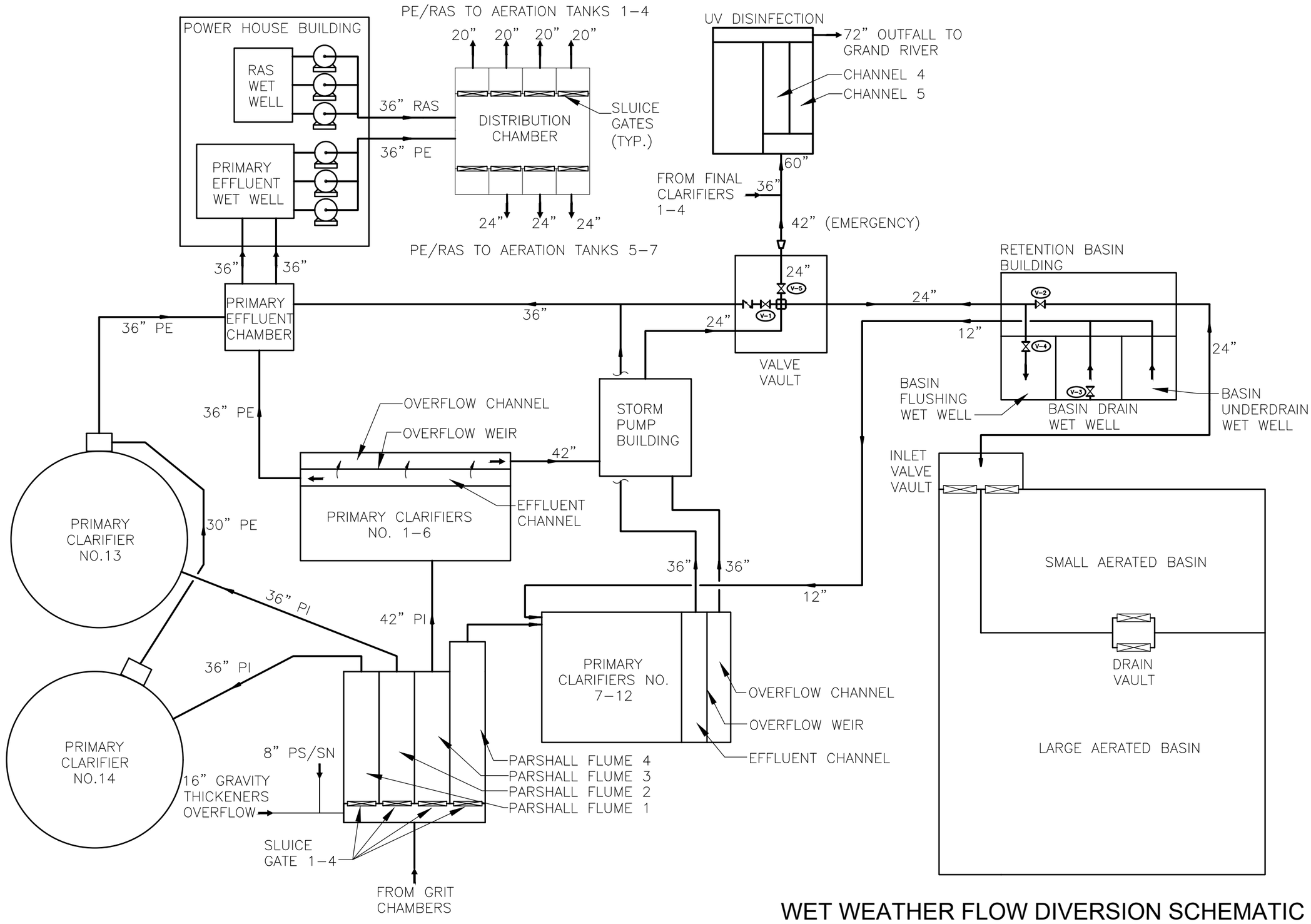

WET WEATHER FLOW DIVERSION SCHEMATIC

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PROJECT NO.
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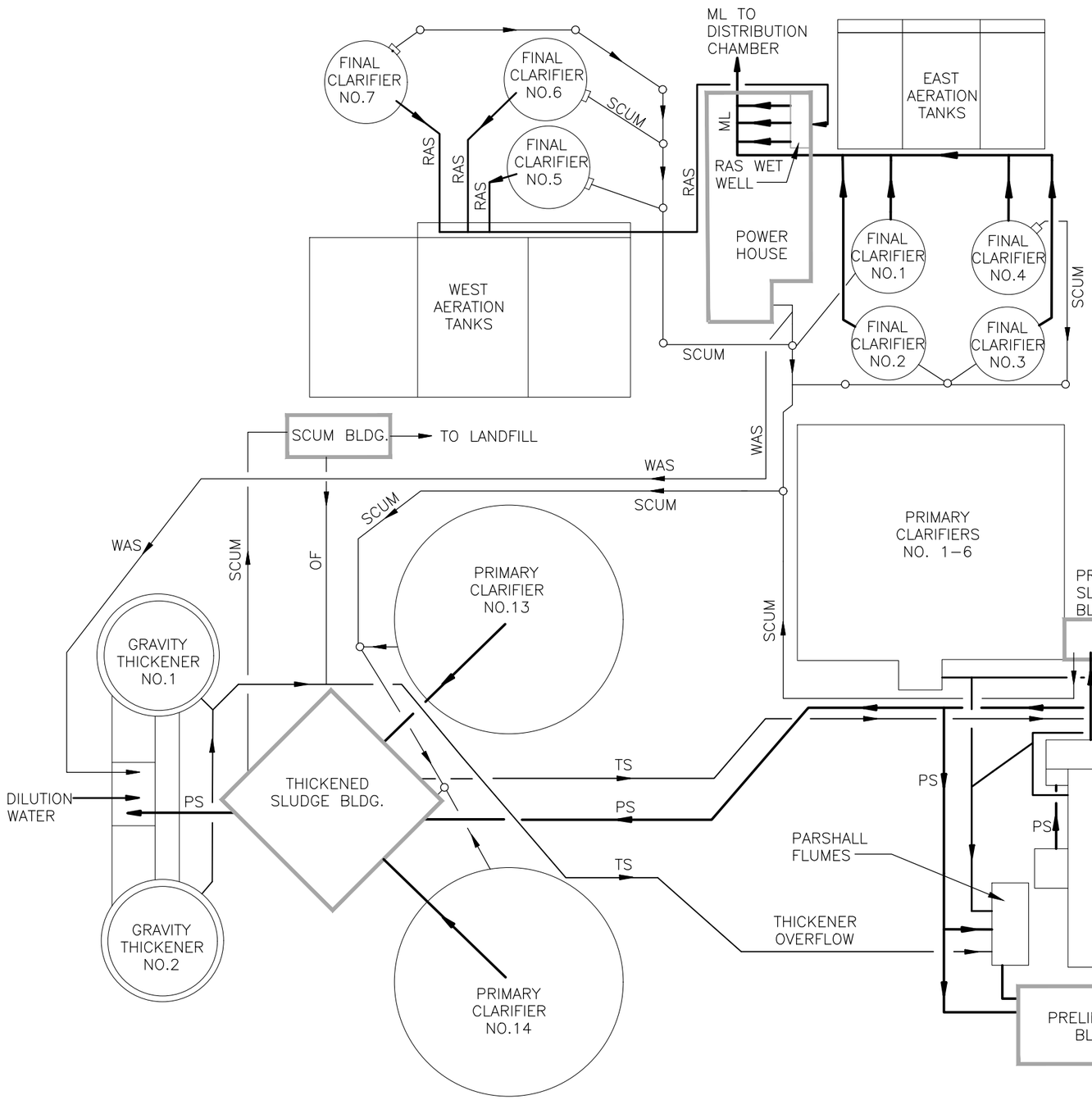
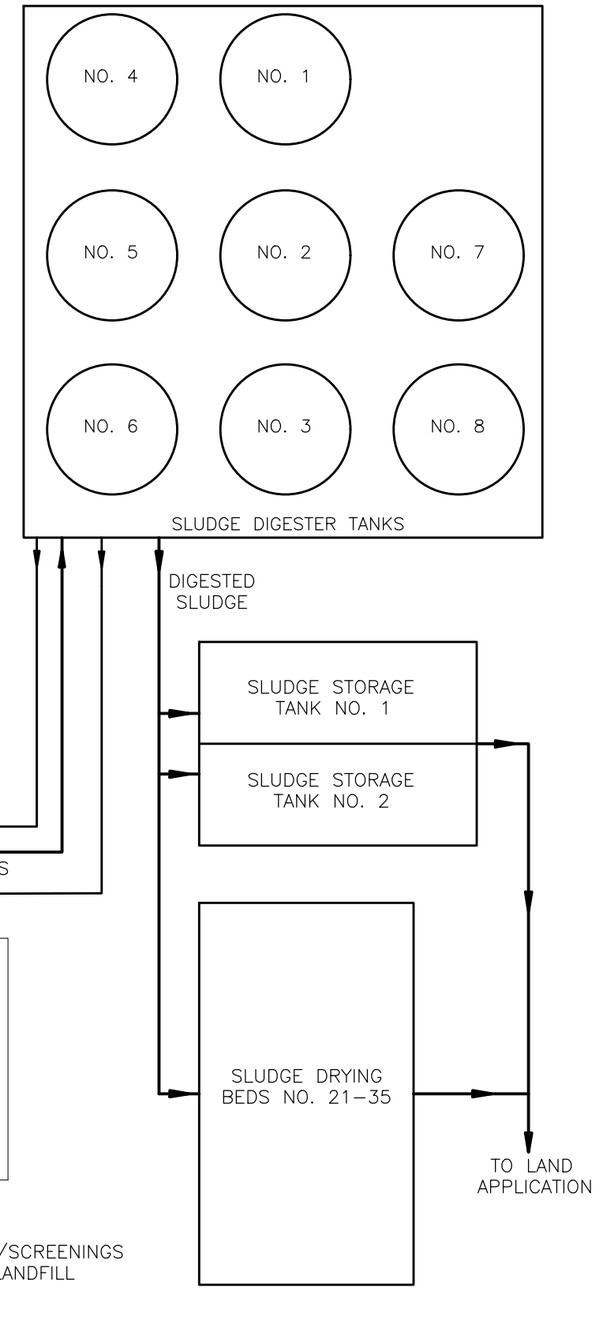
FIGURE NO.
5





SLUDGE FLOW SCHEMATIC

NO SCALE

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PROJECT NO.
221867

FIGURE NO.
6

PLOT INFO: Z:\2021\210403\CAD\REFIGX000121040 3.DWG LAYOUT: FIG06-SLUDGE FLOW DATE: 12/15/2022 TIME: 11:23:51 AM USER: RSECORD

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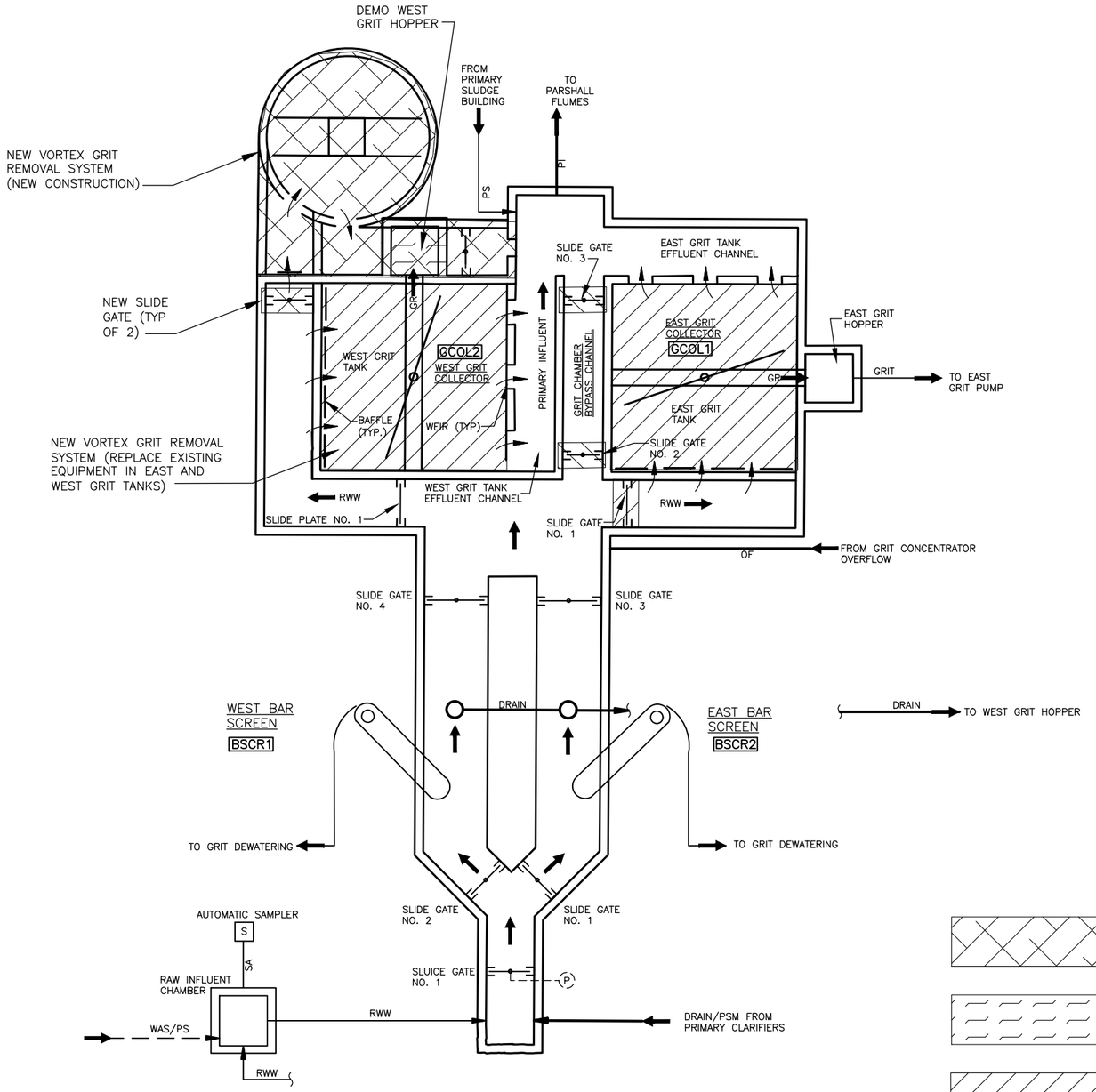

NEW CONSTRUCTION

EQUIPMENT TO BE DEMOLISHED

EQUIPMENT TO BE REPLACED

SELECTED ALTERNATIVE
GRIT SYSTEM IMPROVEMENTS - TANKS

NO SCALE

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PROJECT NO.
221867

FIGURE NO.
7

PLOT INFO: \\CORP.FTCH.COM\ALL\PROJECTS\2022\221867\CAD\FIGURES\JACKSON PIDS AND FLOW DIAGRAMS.DWG LAYOUT: FIG7-GRIT TANKS DATE: 2/16/2023 TIME: 9:41:16 AM USER: KHPORCH

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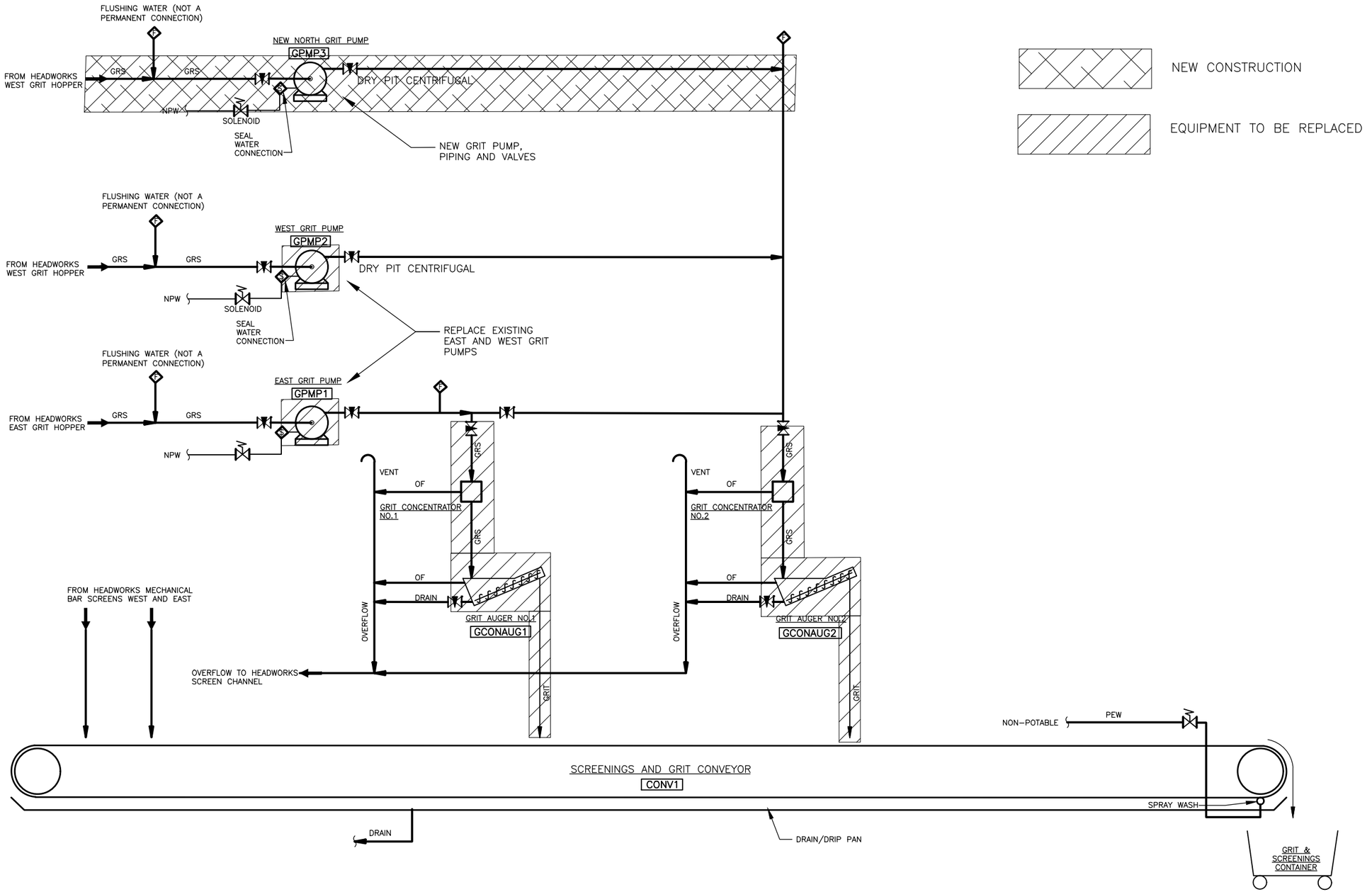

NEW CONSTRUCTION

EQUIPMENT TO BE REPLACED

SELECTED ALTERNATIVE
GRIT SYSTEM IMPROVEMENTS - GRIT COLLECTION

NO SCALE

PLOT INFO: \\CORP.FTCH.COM\ALL\PROJECTS\2022\221867\CAD\FIGURES\JACKSON PIDS AND FLOW DIAGRAMS.DWG LAYOUT: FIG8-GRIT AUGERS DATE: 2/16/2023 TIME: 9:40:14 AM USER: KHPORCH

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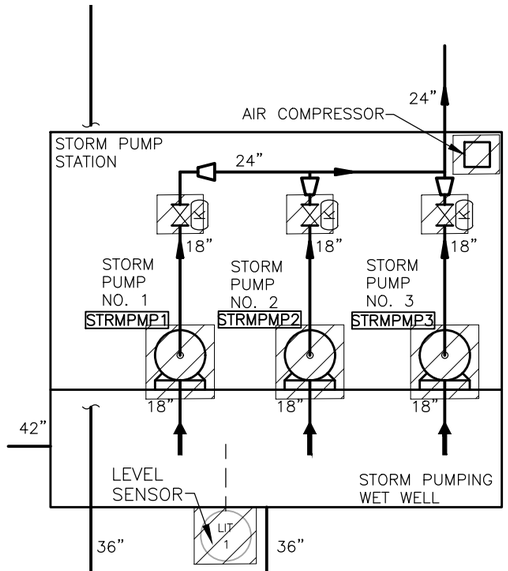
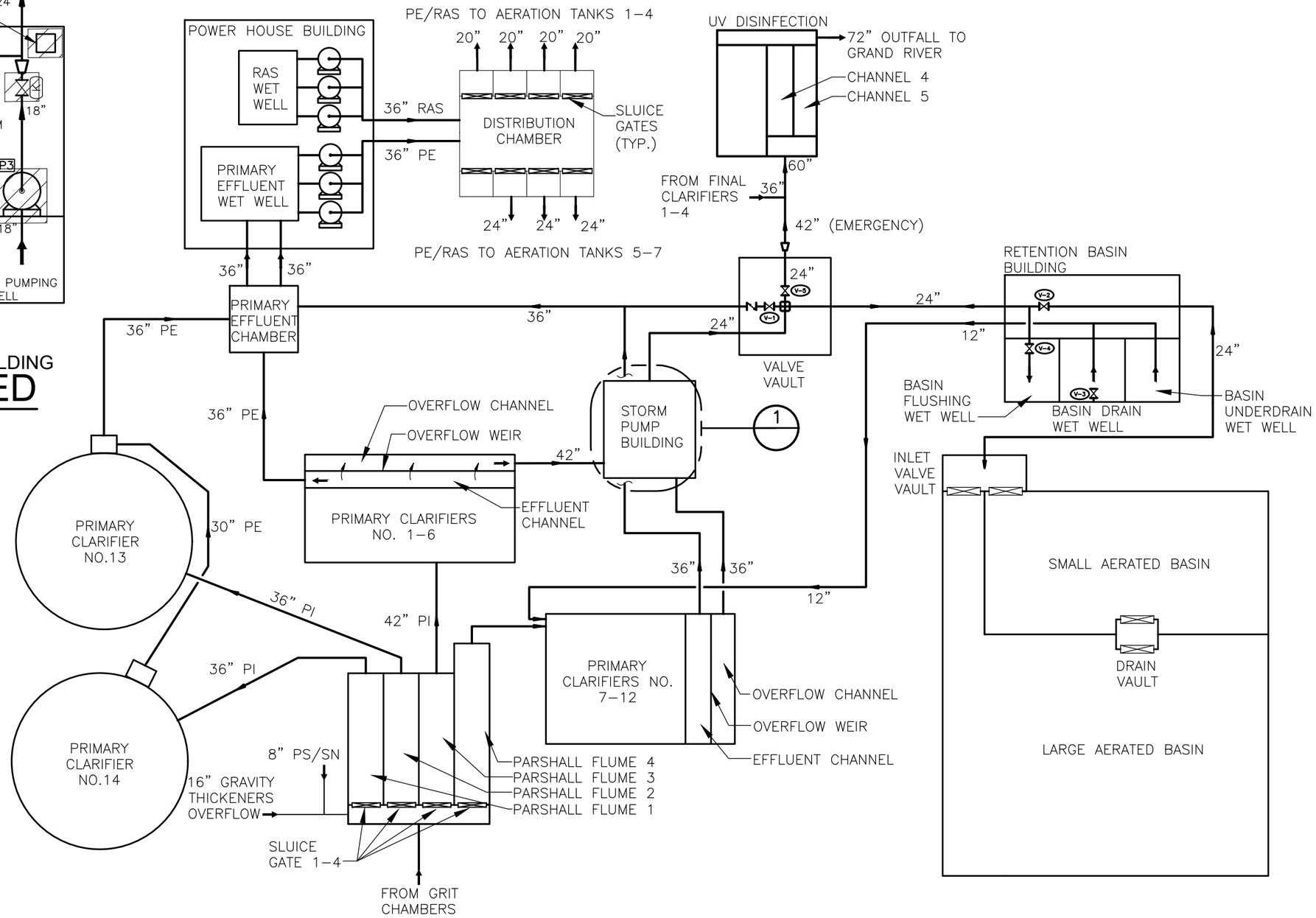
Clean Water State Revolving Fund (CWSRF)
Planning Document

PROJECT NO.
221867

FIGURE NO.
8



STORM PUMP BUILDING
ENLARGED
1
NO SCALE



EQUIPMENT TO BE REPLACED

ADDITIONAL ITEMS INCLUDED IN STORM PUMP STATION:
1. BUILDING IMPROVEMENTS
2. MECHANICAL IMPROVEMENTS
3. ELECTRICAL IMPROVEMENTS

SELECTED ALTERNATIVE
STORM PUMP STATION IMPROVEMENTS
NO SCALE

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PLOT INFO: \\CORP-FTCH.COM\ALLPROJECTS\2022\221867\CAD\FIGURES\JACKSON PIDS AND FLOW DIAGRAMS.DWG LAYOUT: FIG9-WET WEATHER IMPROVEMENTS DATE: 3/1/2023 TIME: 10:31:37 AM USER: KHPORCH

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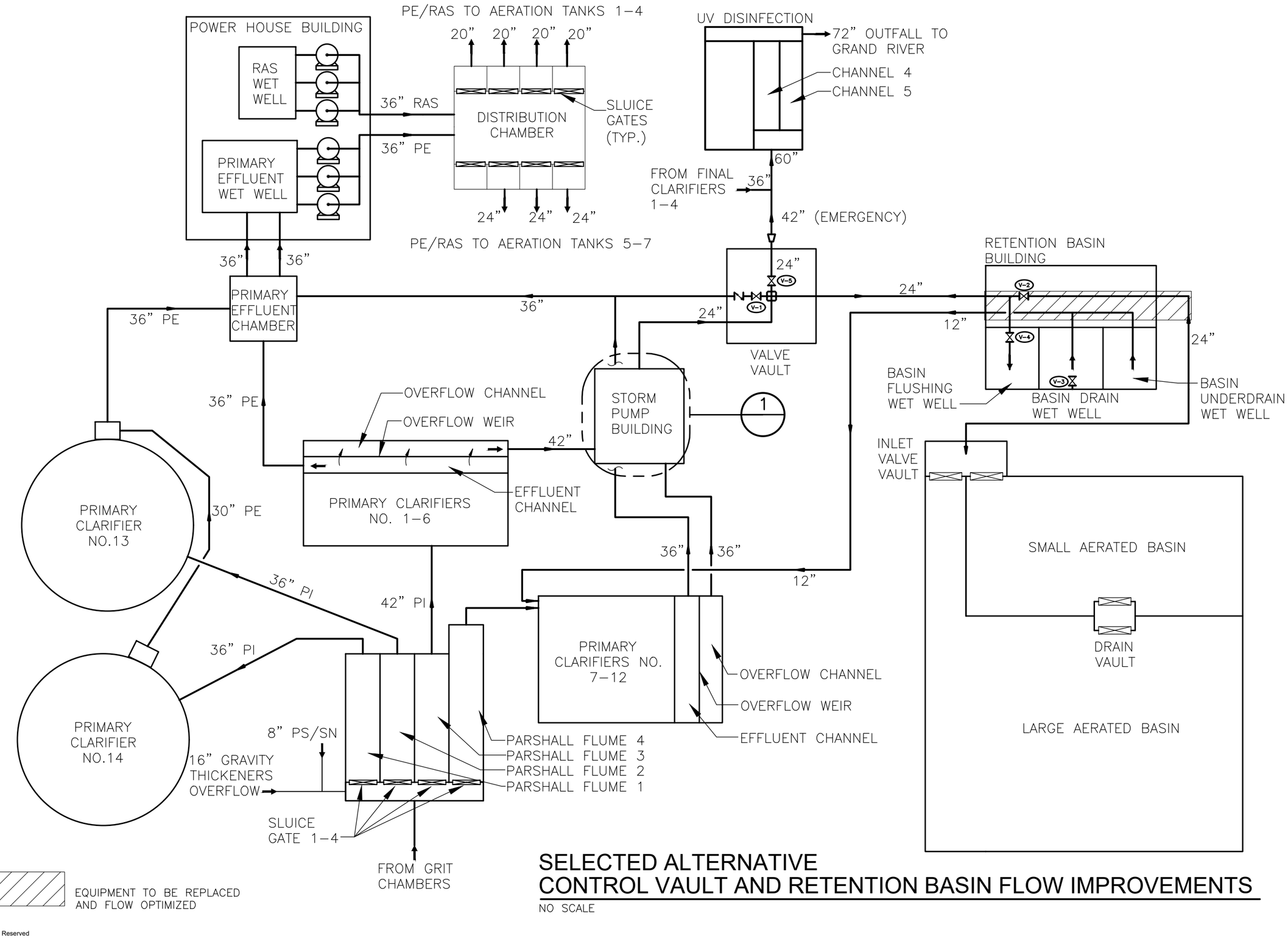
Jackson County, Michigan
Clean Water State Revolving Fund (CWSRF)
Planning Document

PROJECT NO.
221867

FIGURE NO.
9



SELECTED ALTERNATIVE
CONTROL VAULT AND RETENTION BASIN FLOW IMPROVEMENTS

NO SCALE

PLOT INFO: Z:\2022\221867\CAD\FIGURES\JACKSON PIDS AND FLOW DIAGRAMS.DWG LAYOUT: FIG10-CONTROL VAULT & RETENTION BASIN FLOW DATE: 3/2/2023 TIME: 12:08:47 PM USER: KHPORCH

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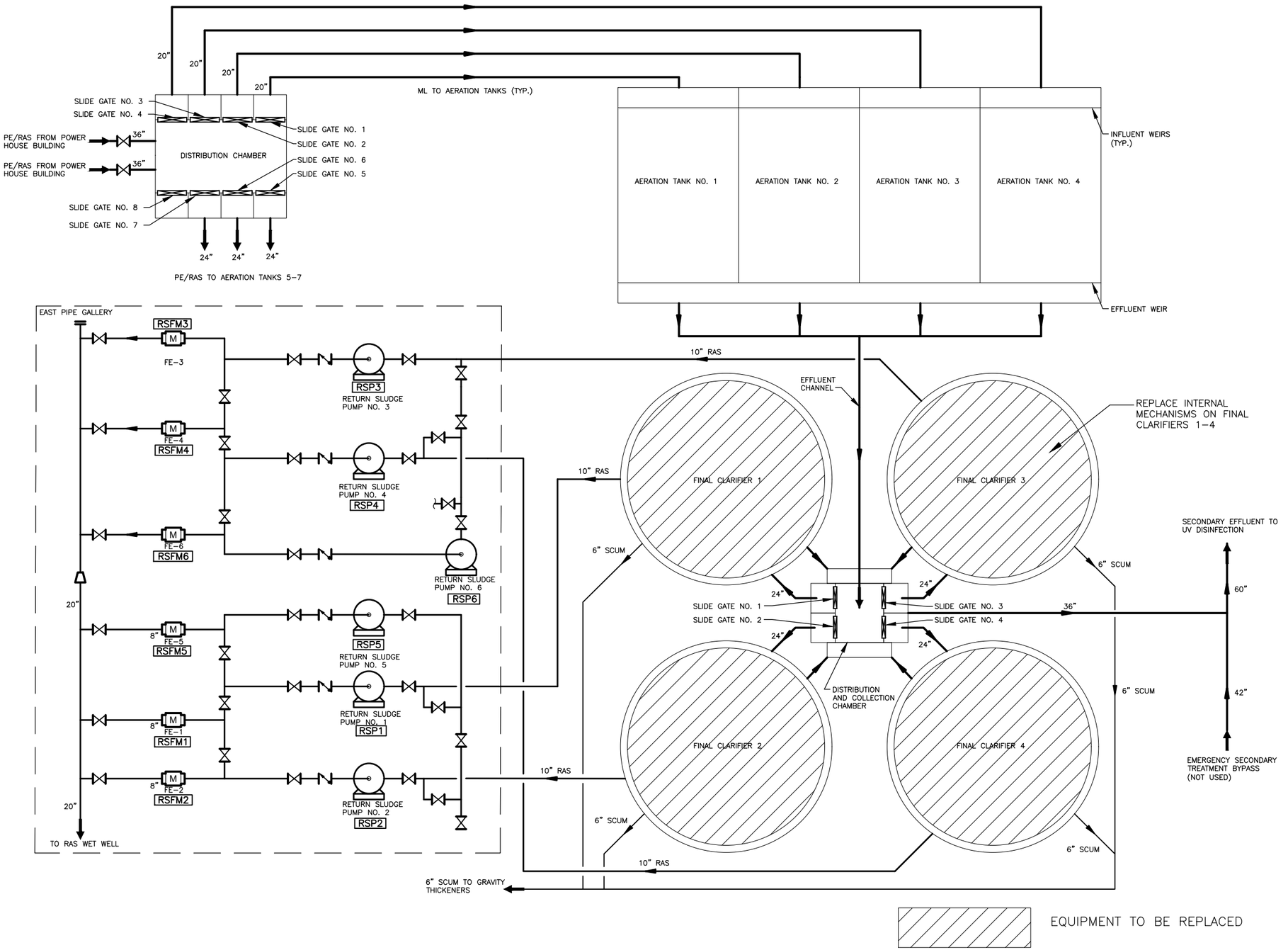
Planning Document

PROJECT NO.
221867

FIGURE NO.
10



SELECTED ALTERNATIVE
FINAL CLARIFIERS 1-4 IMPROVEMENTS

NO SCALE

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PROJECT NO.
221867

FIGURE NO.
11

PLOT INFO: Z:\2022\221867\CAD\FIGURES\JACKSON PIDS AND FLOW DIAGRAMS.DWG LAYOUT: FIG11-FINAL CLARIFIERS 1-4 DATE: 3/2/2023 TIME: 12:11:47 PM USER: MBKAMATH

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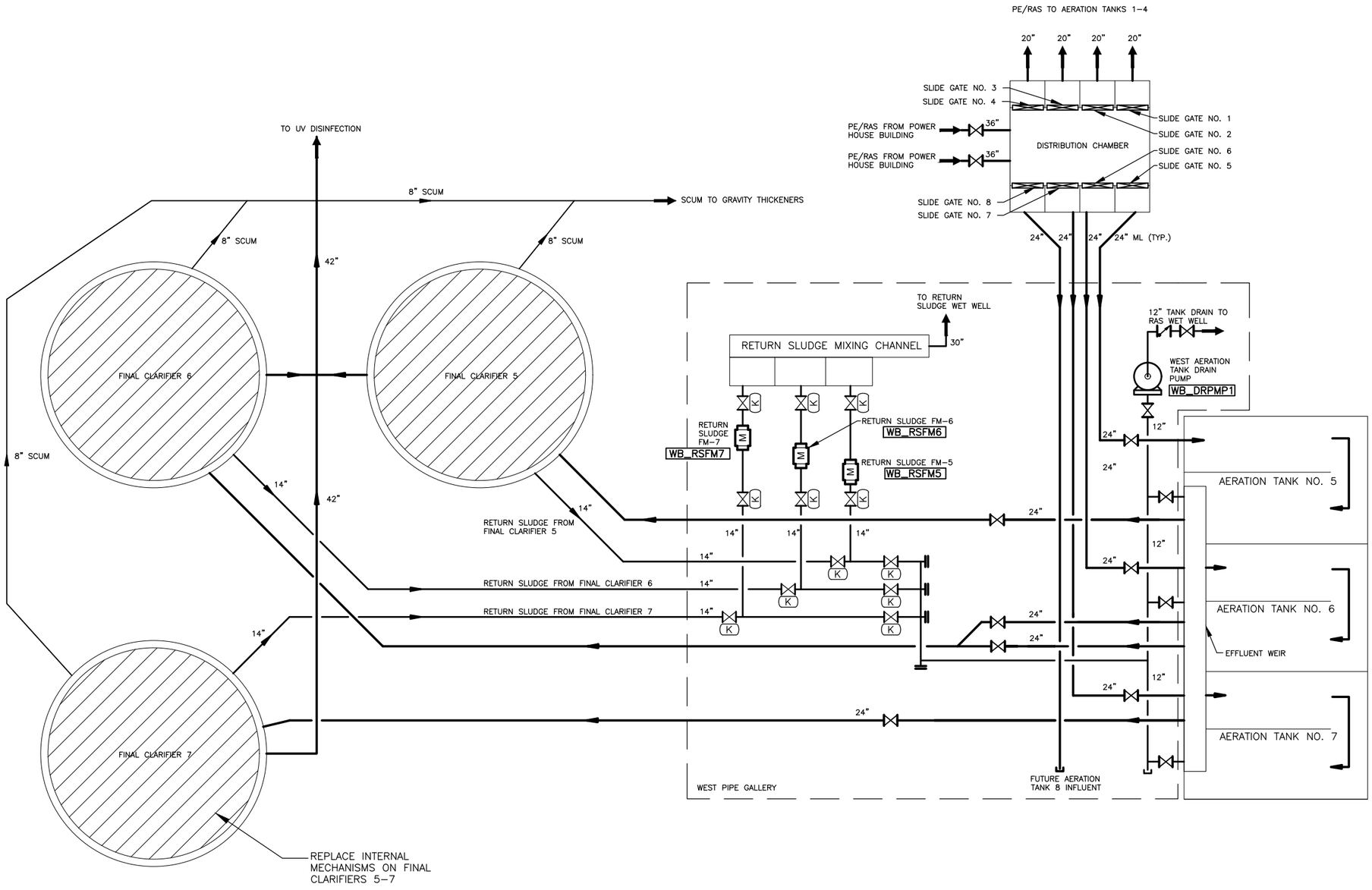
FINAL CLARIFIERS - WEST



EQUIPMENT TO BE REPLACED

SELECTED ALTERNATIVE
FINAL CLARIFIERS 5-7 IMPROVEMENTS

NO SCALE

PLOT INFO: Z:\2022\221867\CAD\FIGURES\JACKSON PIDS AND FLOW DIAGRAMS.DWG LAYOUT: FIG12-FINAL CLARIFIERS 5-7 DATE: 3/2/2023 TIME: 12:14:08 PM USER: MBKAMATH

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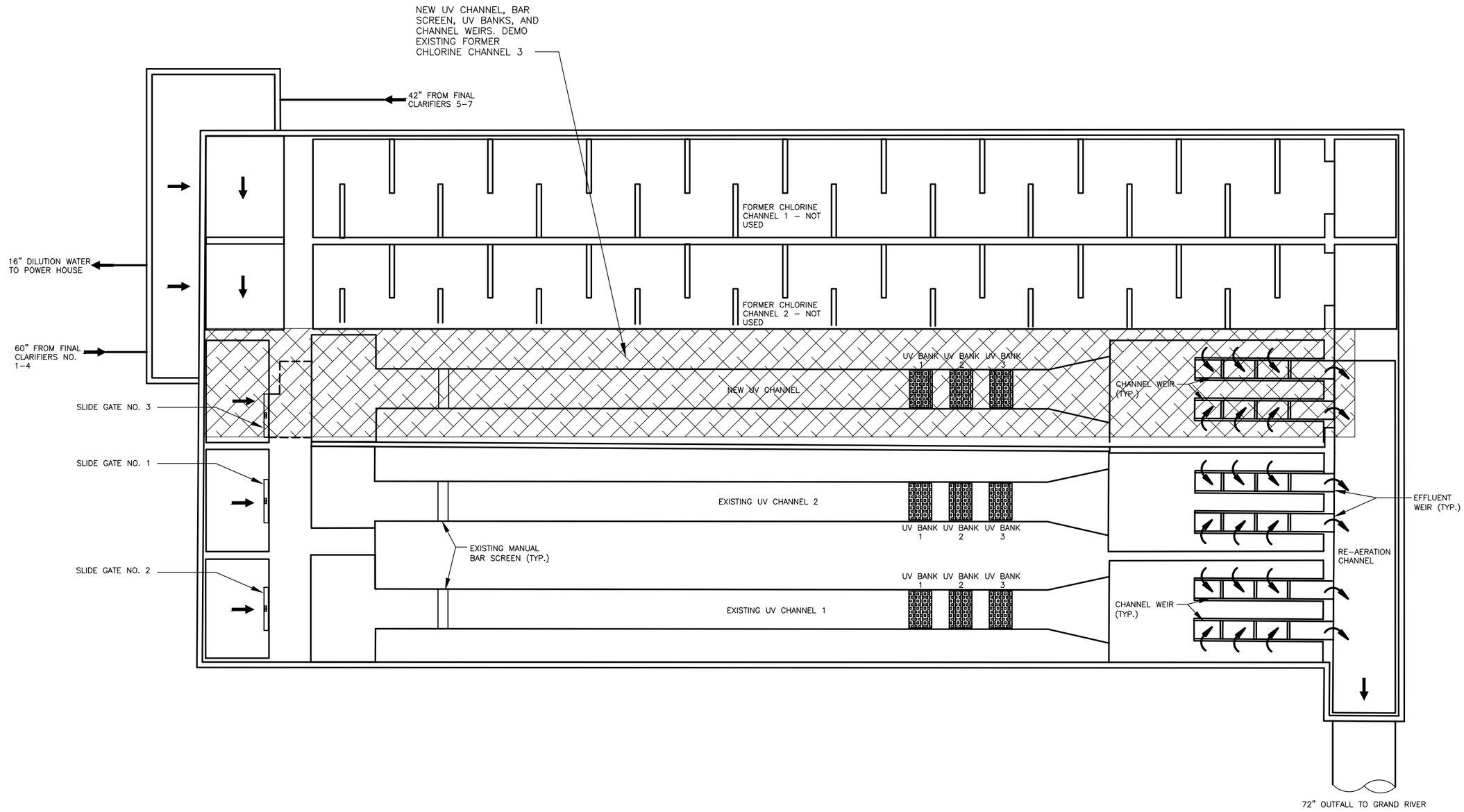
Jackson County, Michigan
Clean Water State Revolving Fund (CWSRF)
Planning Document

PROJECT NO.
221867

FIGURE NO.
12



NEW EQUIPMENT

SELECTED ALTERNATIVE DISINFECTION SYSTEM IMPROVEMENTS

NO SCALE

PLOT INFO: \\CORP.FTCH.COM\ALLPROJECTS\2022\221867\CAD\FIGURES\JACKSON PIDS AND FLOW DIAGRAMS.DWG LAYOUT: FIG13-UV DISINFECTION DATE: 3/1/2023 TIME: 10:33:06 AM USER: KHPORCH

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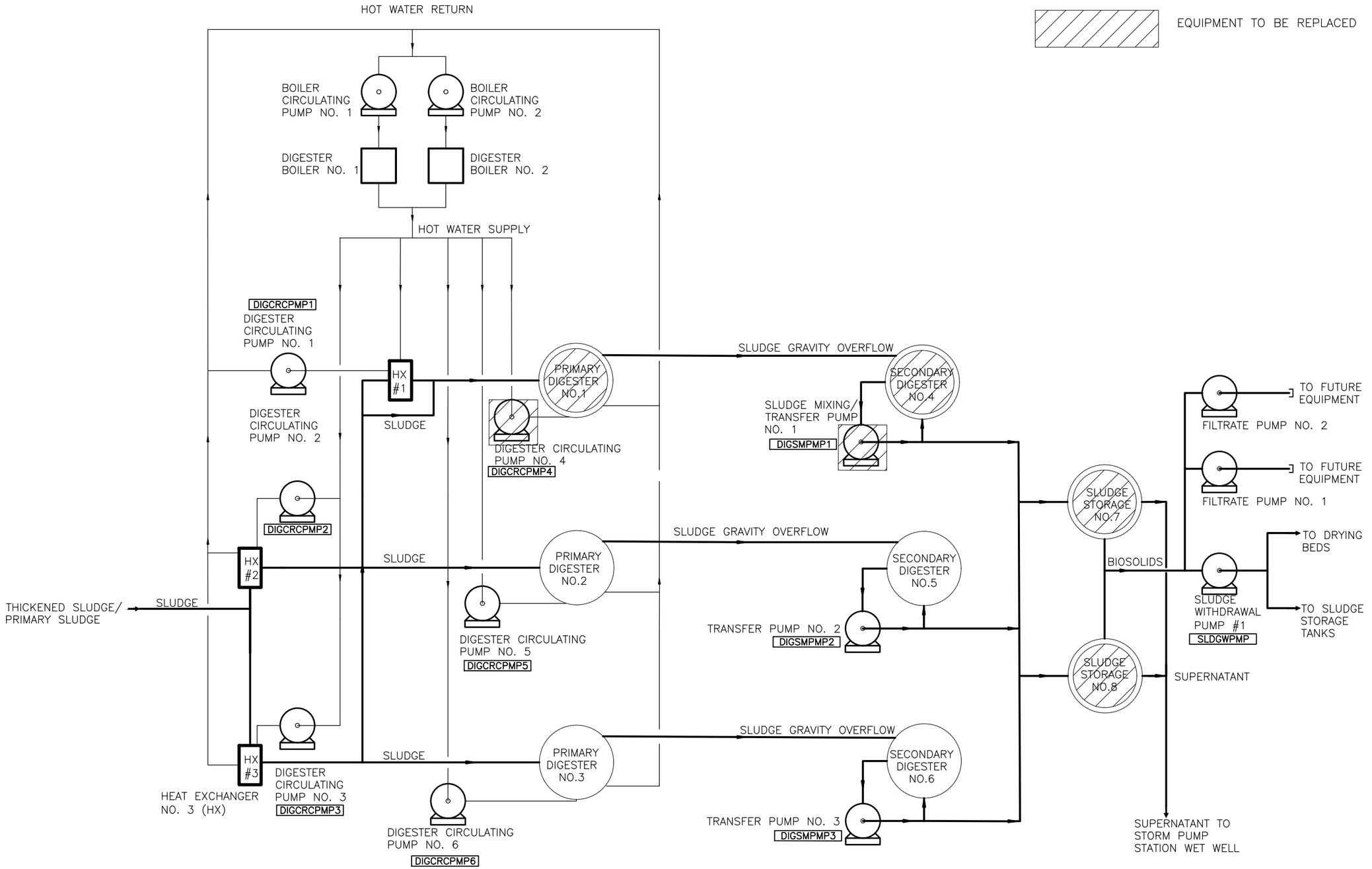
PROJECT NO.
221867

FIGURE NO.
13



SELECTED ALTERNATIVE
DIGESTER IMPROVEMENTS

NO SCALE

PLOT INFO: \\CORP.FTCH.COM\ALLPROJECTS\202221867\CAD\FIGURES\JACKSON PIDS AND FLOW DIAGRAMS.DWG LAYOUT: FIG14-DIGESTERS DATE: 3/1/2023 TIME: 10:33:22 AM USER: KHPORCH

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PROJECT NO.
221867

FIGURE NO.
14

Maps

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PFO1Cd

PUBK

PFO1C

Grand River

PUBGx

R2UBH

PEM1A

PFO1A

PEM1C

LEGEND

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

DATA SOURCES: ESRI WORLD IMAGERY & FISH AND WILDLIFE NATIONAL WETLANDS INVENTORY

NORTH

WETLANDS

0 125 250 FEET

MAP NO. 1

PROJECT NO. 221867

City of JACKSON Michigan

City of Jackson

Jackson County, Michigan

Clean Water State Revolving Fund (CWSRF) Planning Document

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Grand River

FEMA FLOOD HAZARD ZONES

NORTH

0 125 250 FEET

LEGEND

- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee

DATA SOURCES: ESRI WORLD IMAGERY & ESRI LIVING ATLAS

MAP NO. 2

PROJECT NO. 221867

City of JACKSON Michigan

City of Jackson
Jackson County, Michigan

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Appendix 1

Michigan Natural Features Inventory

MSU Extension

County Element Data

The lists include all elements (species and natural communities) for which locations have been recorded in MNFI's database for each county. Information from the database cannot provide a definitive statement on the presence, absence, or condition of the natural features in any given locality, since much of the state has not been specifically or thoroughly surveyed for their occurrence and the conditions at previously surveyed sites are constantly changing. The County Elements Lists should be used as a reference of which natural features currently or historically were recorded in the county and should be considered when developing land use plans. Included in the list is scientific name, common name, element type, federal status, and state status for each element.

Choose a county Jackson

Jackson County

Code Definitions

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
Acris blanchardi	Blanchard's cricket frog		T	G5	S2S3	5	1957
Alasmidonta marginata	Elktoe		SC	G4	S3?	4	2012
Alasmidonta viridis	Slippershell		T	G4G5	S2S3	11	2017
Ammodramus henslowii	Henslow's sparrow		E	G4	S3	5	2016
Ammodramus savannarum	Grasshopper sparrow		SC	G5	S4	4	2016
Angelica venenosa	Hairy angelica		SC	G5	S3	3	1978
Asclepias hirtella	Tall green milkweed		T	G5	S2	2	1981
Asclepias purpurascens	Purple milkweed		T	G5?	S2	6	2006
Baptisia lactea	White or prairie false indigo		SC	G4Q	S3	5	2014
Besseya bullii	Kitten-tails		E	G3	S1	5	2010
Betula populifolia	Gray birch		SC	G5	S3	1	1999
Bombus affinis	Rusty-patched bumble bee	LE	SC	G2	SH	2	1959
Bombus auricomus	Black and gold bumble bee		SC	G5	S2	4	2020
Bombus borealis	Northern amber bumble bee		SC	G4G5	S3	1	1955
Bombus pensylvanicus	American bumble bee		SC	G3G4	S1	3	1980
Bombus terricola	Yellow banded bumble bee		SC	G3G4	S2S3	1	1924
Botaurus lentiginosus	American bittern		SC	G5	S3	5	1996
Bouteloua curtipendula	Side-oats grama grass		E	G5	S1	1	2008
Brickellia eupatorioides	False boneset		SC	G5	S2	1	1966
Calephelis mutica	Swamp metalmark		SC	G3	S1	3	2008
Carex amphibola	Narrow-leaved Sedge		SC	G5	SNR	1	2008

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
Carex typhina	Cattail sedge		T	G5	S1	1	2013
Chlidonias niger	Black tern		SC	G4G5	S2	1	1985
Cirsium hillii	Hill's thistle		SC	G3	S3	1	1896
Cistothorus palustris	Marsh wren		SC	G5	S3	1	2002
Clemmys guttata	Spotted turtle		T	G5	S2	6	2007
Coregonus artedi	Lake herring or Cisco		T	GNR	S3	2	2009
Cryptotis parva	Least shrew		T	G5	S1S2	1	1922
Cyclonaias tuberculata	Purple wartyback		T	G5	S2	3	2010
Cypripedium candidum	White lady slipper		T	G4	S2	9	2010
Dennstaedtia punctilobula	Hay-scented fern		T	G5	S1	1	2010
Dichanthelium leibergii	Leiberg's panic grass		T	G4	S2	5	2017
Dorydiella kansana	Leafhopper		SC	GNR	S3	1	2007
Eleocharis engelmannii	Engelmann's spike rush		SC	G4G5	S2S3	1	1893
Eleocharis equisetoides	Horsetail spike rush		SC	G4	S3	4	2010
Eleocharis geniculata	Spike-rush		X	G5	SX	1	1937
Emydoidea blandingii	Blanding's turtle		SC	G4	S2S3	11	2020
Erimyzon claviformis	Creek chubsucker		E	G5	S1	1	1982
Eupatorium sessilifolium	Upland boneset		T	G5	S1	2	1964
Euphyes dukesi	Dukes' skipper		T	G3G4	S2	1	2007
Falco peregrinus	Peregrine falcon		E	G4	S3	1	2018
Gallinula galeata	Common gallinule		T	G5	S3	1	1995
Geum virginianum	Pale avens		SC	G5	S1S2	2	2008
Haliaeetus leucocephalus	Bald eagle		SC	G5	S4	3	2017
Helianthus mollis	Downy sunflower		T	G4G5	S2	1	1980
Hydrastis canadensis	Goldenseal		T	G3G4	S2	5	2015
Ixobrychus exilis	Least bittern		T	G4G5	S3	3	1995
Lampsilis fasciola	Wavyrayed lampmussel		T	G5	S2	5	2010
Lasmigona compressa	Creek heelsplitter		SC	G5	S3	7	2017
Lasmigona costata	Flutedshell		SC	G5	SNR	7	2018
Lepisosteus oculatus	Spotted gar		SC	G5	S2S3	8	2018
Lepyronia angulifera	Angular spittlebug		SC	G3	S3	1	2009
Ligumia recta	Black sandshell		E	G4G5	S1?	1	2010
Lithobates palustris	Pickerel frog		SC	G5	S3S4	9	2018
Mesomphix cupreus	Copper button		SC	G5	S1	3	1947

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
Muhlenbergia richardsonis	Mat muhly		T	G5	S2	2	2019
Myotis lucifugus	Little brown bat		SC	G3	S1	2	1980
Myotis septentrionalis	Northern long-eared bat	LT	SC	G1G2	S1	2	1998
Myotis sodalis	Indiana bat	LE	E	G2	S1	4	2005
Myrica pensylvanica	Northern bayberry		T	G5	S2	1	2015
Necturus maculosus	Mudpuppy		SC	G5	S3S4	1	1958
Neonympha mitchellii mitchellii	Mitchell's satyr	LE	E	G2T2	S1	4	2020
Notropis texanus	Weed shiner		X	G5	S1	2	1941
Noturus miurus	Brindled madtom		SC	G5	S2	2	1984
Oarisma poweshiek	Poweshiek skipperling	LE	T	G1	S1	2	2012
Oecanthus laricis	Tamarack tree cricket		SC	G3?	S3	9	2017
Panax quinquefolius	Ginseng		T	G3G4	S2S3	3	1979
Pandion haliaetus	Osprey		SC	G5	S4	2	2016
Pantherophis spiloides	Gray ratsnake		SC	G4G5	S2S3	1	1985
Papaipema beeriana	Blazing star borer		SC	G2G3	S2	5	2017
Papaipema maritima	Maritime sunflower borer		SC	G3	S2	1	1988
Papaipema sciata	Culvers root borer		SC	G3	S3	2	1996
Papaipema silphii	Silphium borer moth		T	G3G4	S1	3	1989
Papaipema speciosissima	Regal fern borer		SC	G4	S2S3	1	1988
Platanthera ciliaris	Orange- or yellow-fringed orchid		E	G5	S1S2	1	1893
Pleurobema sintoxia	Round pigtoe		SC	G4G5	S3	10	2018
Poa paludigena	Bog bluegrass		T	G3G4	S2	3	2006
Polygala cruciata	Cross-leaved milkwort		SC	G5	S3	1	1893
Rallus elegans	King rail		E	G4	S2	3	1992
Scleria triglomerata	Tall nut rush		SC	G5	S3	1	1951
Setophaga cerulea	Cerulean warbler		T	G4	S3	3	2018
Setophaga citrina	Hooded warbler		SC	G5	S3	2	2018
Silene stellata	Starry campion		T	G5	S2	1	1860
Sistrurus catenatus	Eastern massasauga	LT	SC	G3	S3	22	2018
Sisyrinchium albidum	Common blue-eyed grass		X	G5?	SX	1	2014
Sisyrinchium strictum	Blue-eyed-grass		SC	G3	S2	1	1969
Speyeria idalia	Regal fritillary		E	G3?	SH	2	1958
Sphaerium fabale	River fingernail clam		SC	G5	SNR	3	1954
Spiza americana	Dickcissel		SC	G5	S3	4	2016

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
Sporobolus heterolepis	Prairie dropseed		SC	G5	S3	5	2014
Stylurus amnicola	Riverine snaketail		SC	G4	S2S3	1	2000
Stylurus laurae	Laura's snaketail		SC	G4	S3	2	1997
Terrapene carolina carolina	Eastern box turtle		SC	G5T5	S2S3	8	2008
Thaspium chapmanii	Meadow-parsnip		SC	GNR	SNR	2	1948
Trichophorum clintonii	Clinton's bulrush		SC	G4	S3	1	1951
Truncilla truncata	Deertoe		SC	G5	S2S3	1	2010
Utterbackia imbecillis	Paper pondshell		SC	G5	S2S3	2	
Valeriana edulis var. *ciliata*	Edible valerian		T	G5T3	S2	1	1954
Vallonia parvula	Trumpet vallonia		SC	G4	SNR	1	
Ventridens suppressus	Flat dome		SC	G5	SNR	6	1939
Venustaconcha ellipsiformis	Ellipse		SC	G4	S3	12	2018
Villosa iris	Rainbow		SC	G5	S3	20	2018
Zizania aquatica	Wild rice		T	G5	S2S3	2	2010

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Appendix 2

PERMIT NO. MI0023256

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the federal Clean Water Act (federal Water Pollution Control Act, 33 U.S.C., Section 1251 *et seq*., as amended); Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); Part 41, Sewerage Systems, of the NREPA; and Michigan Executive Order 2019-06,

City of Jackson
161 East Michigan Avenue
Jackson, MI 49201

is authorized to discharge from the **Jackson Wastewater Treatment Plant** located at

2995 Lansing Ave
Jackson, MI 49201

designated as **Jackson WWTP**

to the receiving water named the Grand River in accordance with effluent limitations, monitoring requirements, and other conditions set forth in this permit.

This permit is based on a complete application submitted on May 16, 2017.

This permit takes effect on March 1, 2020. The provisions of this permit are severable. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term in accordance with applicable laws and rules. On its effective date, this permit shall supersede National Pollutant Discharge Elimination System (NPDES) Permit No. MI0023256 (expiring October 1, 2017).

This permit and the authorization to discharge shall expire at midnight on **October 1, 2022**. In order to receive authorization to discharge beyond the date of expiration, the permittee shall submit an application that contains such information, forms, and fees as are required by the Michigan Department of Environment, Great Lakes, and Energy (Department) by **April 4, 2022**.

Issued: January 29, 2020.

Original signed by Christine Alexander
Christine Alexander, Manager
Permits Section
Water Resources Division

PERMIT FEE REQUIREMENTS

In accordance with Section 324.3120 of the NREPA, the permittee shall make payment of an annual permit fee to the Department for each October 1 the permit is in effect regardless of occurrence of discharge. The permittee shall submit the fee in response to the Department's annual notice. Payment may be made electronically via the Department's MiWaters system. The MiWaters website is located at https://miwaters.deq.state.mi.us. Payment shall be submitted or postmarked by January 15 for notices mailed by December 1. Payment shall be submitted or postmarked no later than 45 days after receiving the notice for notices mailed after December 1.

Annual Permit Fee Classification, Municipal Major, 10 MGD to less than 50 MGD (IP)

In accordance with Section 324.3118 of the NREPA, the permittee shall make payment of an annual storm water fee to the Department for each January 1 the permit is in effect regardless of occurrence of discharge. The permittee shall submit the fee in response to the Department's annual notice. Payment may be made electronically via the Department's MiWaters system. The MiWaters website is located at https://miwaters.deq.state.mi.us. Payment shall be submitted or postmarked by March 15 for notices mailed by February 1. Payment shall be submitted or postmarked no later than 45 days after receiving the notice for notices mailed after February 1.

In accordance with Section 324.3132 of the NREPA, the permittee shall make payment of an annual biosolids land application fee to the Department if the permittee land applies biosolids. The permittee shall submit the fee in response to the Department's annual notice. Payment may be made electronically via the Department's MiWaters system. The MiWaters website is located at https://miwaters.deq.state.mi.us. Payment shall be submitted or postmarked no later than January 31 of each year for notices mailed by December 15. Payment shall be submitted or postmarked no later than 45 days after receiving the notice for notices mailed after December 15.

CONTACT INFORMATION

Unless specified otherwise, all contact with the Department required by this permit shall be made to the Jackson District Office of the Water Resources Division. The Jackson District Office is located at 301 East Louis Glick Highway, Jackson, Michigan, 49201-1535, Telephone: 517-780-7690, Fax: 517-780-7855.

CONTESTED CASE INFORMATION

Any person who is aggrieved by this permit may file a sworn petition with the Michigan Administrative Hearing System within the Michigan Department of Licensing and Regulatory Affairs, c/o the Michigan Department of Environment, Great Lakes, and Energy, setting forth the conditions of the permit which are being challenged and specifying the grounds for the challenge. The Department of Licensing and Regulatory Affairs may reject any petition filed more than 60 days after issuance as being untimely.

PART I

Section A. Limitations and Monitoring Requirements

1. Final Effluent Limitations, Monitoring Point 001A

During the period beginning on the effective date of this permit and lasting until the expiration date of this permit, the permittee is authorized to discharge treated municipal wastewater from Monitoring Point 001A through Outfall 001. Outfall 001 discharges to the Grand River at Latitude 42.28286, Longitude -84.40906. Such discharge shall be limited and monitored by the permittee as specified below.

	Maximum Limits for Quantity or Loading				Maximum Limits for Quality or Concentration				Monitoring	Sample
Parameter	Monthly	7-Day	Daily	Units	Monthly	7-Day	Daily	Units	Frequency	Type
Flow	(report)	---	(report)	MGD	---	---	---	---	Daily	Report Total Daily Flow
Carbonaceous Biochemical Oxygen Demand (CBOD5)										
May - November	600	1,600	(report)	lbs/day	4	---	10	mg/l	5x Weekly	24-Hr Composite
December - April	1,700	2,700	(report)	lbs/day	11	---	17	mg/l	5x Weekly	24-Hr Composite
Total Suspended Solids (TSS)										
May - November	3,200	4,800	(report)	lbs/day	20	30	(report)	mg/l	5x Weekly	24-Hr Composite
December - April	4,000	6,300	(report)	lbs/day	25	40	(report)	mg/l	5x Weekly	24-Hr Composite
Ammonia Nitrogen (as N)										
May - November	80	300	(report)	lbs/day	0.5	---	2.0	mg/l	5x Weekly	24-Hr Composite
December - April	1,900	2,500	(report)	lbs/day	12	---	16	mg/l	5x Weekly	24-Hr Composite
Fecal Coliform Bacteria	---	---	---	---	200	400	(report)	cts/ 100 ml	5x Weekly	Grab
Available Cyanide	---	---	(report)	lbs/day	---	---	(report)	ug/l	Quarterly	Grab
Perfluorooctane Sulfonate (PFOS)	(report)	---	(report)	lbs/day	(report)	---	(report	ng/l	2x Annually	Grab
Perfluorooctanoic acid (PFOA)	(report)	---	(report)	lbs/day	(report)	---	(report)	ug/l	2x Annually	Grab
Total Phosphorus (as P)										
	160	---	(report)	lbs/day	1.0	---	(report)	mg/l	5x Weekly	24-Hr Composite
Total Mercury										
Corrected	(report)	---	(report)	lbs/day	(report)	---	(report)	ng/l	Quarterly	Calculation
Uncorrected	---	---	---	---	---	---	(report)	ng/l	Quarterly	Grab
Field Duplicate	---	---	---	---	---	---	(report)	ng/l	Quarterly	Grab
Field Blank	---	---	---	---	---	---	(report)	ng/l	Quarterly	Preparation
Laboratory Method Blank	---	---	---	---	---	---	(report)	ng/l	Quarterly	Preparation
	12-Month Rolling Avg				12-Month Rolling Avg					
Total Mercury	0.00032		---	lbs/day	2.0		---	ng/l	Quarterly	Calculation

PART I

Section A. Limitations and Monitoring Requirements

	Maximum Limits for Quantity or Loading				Maximum Limits for Quality or Concentration				Monitoring Frequency	Sample Type
Parameter	Monthly	7-Day	Daily	Units	Monthly	7-Day	Daily	Units		
					Minimum Daily		Maximum Daily			
pH	---	---	---	---	6.5	---	9.0	S.U.	5x Weekly	Grab
Dissolved Oxygen	---	---	---	---	6.0	---	---	mg/l	5x Weekly	Grab

The following design flow was used in determining the above limitations, but is not to be considered a limitation or actual capacity: 19 MGD

a. Narrative Standard
The receiving water shall contain no turbidity, color, oil films, floating solids, foams, settleable solids, or deposits as a result of this discharge in unnatural quantities which are or may become injurious to any designated use.

b. Sampling Locations
Samples for Carbonaceous Biochemical Oxygen Demand (CBOD5), Total Suspended Solids (TSS), and Ammonia Nitrogen (as N), and Total Phosphorus (as P) may be taken after disinfection. Fecal Coliform Bacteria, Available Cyanide, Total Mercury, pH, PFOS, PFOA, and Dissolved Oxygen shall be taken after disinfection. The Department may approve alternate sampling locations that are demonstrated by the permittee to be representative of the effluent.

c. Quarterly and 2x Annually Monitoring
Quarterly samples shall be taken during the months of January, April, July, and October. 2x Annually samples shall be taken during the months of April and October. If the facility does not discharge during these months, the permittee shall sample the next discharge occurring during the period in question. If the facility does not discharge during the period in question, a sample is not required for that period. For any month in which a sample is not taken, the permittee shall enter "*G" on the Discharge Monitoring Report (DMR). (For purposes of reporting on the Daily tab of the DMR, the permittee shall enter “*G” on the first day of the month only).

d. Ultraviolet Disinfection
It is understood that ultraviolet light will be used to achieve compliance with the fecal coliform limitations. If disinfection other than ultraviolet light will be used, the permittee shall notify the Department in accordance with Part II.C.12. of this permit.

e. Monitoring Frequency Reduction for Perfluorooctane Sulfonate (PFOS) and/or Perfluorooctanoic Acid (PFOA)
After the submittal of 48 months of 2x Annual sample data or at least 10 equally spaced sample results obtained over a minimum of three (3) months, the permittee may request, in writing, Department approval of a reduction in monitoring frequency for PFOS and/or PFOA. This request shall contain an explanation as to why the reduced monitoring is appropriate. Upon receipt of written approval and consistent with such approval, the permittee may reduce the monitoring frequency indicated in Part I.A.1. of this permit. The monitoring frequency for PFOS and/or PFOA shall not be reduced to less than annually. The Department may revoke the approval for reduced monitoring at any time upon notification to the permittee.

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f. Final Effluent Limitation for Total Mercury

The final limit for total mercury is the Discharge Specific Level Currently Achievable (LCA) based on a multiple discharger variance from the WQBEL of 1.3 ng/l, pursuant to Rule 1103(9) of the Water Quality Standards. Compliance with the LCA shall be determined as a 12-month rolling average, the calculation of which may be done using blank-corrected sample results. The 12-month rolling average shall be determined by adding the present monthly average result to the preceding 11 monthly average results then dividing the sum by 12. For facilities with quarterly monitoring requirements for total mercury, quarterly monitoring shall be equivalent to three (3) months of monitoring in calculating the 12-month rolling average. Facilities that monitor more frequently than monthly for total mercury must determine the monthly average result, which is the sum of the results of all data obtained in a given month divided by the total number of samples taken, in order to calculate the 12-month rolling average. If the 12-month rolling average for any quarter is less than or equal to the LCA, the permittee will be considered to be in compliance for total mercury for that quarter, provided the permittee is also in full compliance with the Pollutant Minimization Program for Total Mercury, set forth in Part I.A.4. of this permit.

g. Total Mercury Testing and Additional Reporting Requirements

The analytical protocol for total mercury shall be in accordance with EPA Method 1631, Revision E, "Mercury in Water by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry," EPA-821-R-02-019, August 2002. The quantification level for total mercury shall be 0.5 ng/l, unless a higher level is appropriate because of sample matrix interference. Justification for higher quantification levels shall be submitted to the Department within 30 days of such determination.

The use of clean technique sampling procedures is required unless the permittee can demonstrate to the Department that an alternate sampling procedure is representative of the discharge. Guidance for clean technique sampling is contained in EPA Method 1669, “Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels (Sampling Guidance),” EPA-821-R96-001, July 1996. Information and data documenting the permittee's sampling and analytical protocols and data acceptability shall be submitted to the Department upon request.

In order to demonstrate compliance with EPA Method 1631E and EPA Method 1669, the permittee shall report, on the daily sheet, the analytical results of all field blanks and field duplicates collected in conjunction with each sampling event, as well as laboratory method blanks when used for blank correction. The permittee shall collect at least one (1) field blank and at least one (1) field duplicate per sampling event. If more than ten (10) samples are collected during a sampling event, the permittee shall collect at least one (1) additional field blank AND field duplicate for every ten (10) samples collected. Only field blanks or laboratory method blanks may be used to calculate a concentration lower than the actual sample analytical results (i.e., a blank correction). Only one (1) blank (field OR laboratory method) may be used for blank correction of a given sample result, and only if the blank meets the quality control acceptance criteria. If blank correction is not performed on a given sample analytical result, the permittee shall report under "Total Mercury – Corrected" the same value reported under "Total Mercury – Uncorrected." The field duplicate is for quality control purposes only; its analytical result shall not be averaged with the sample result.

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2. Quantification Levels and Analytical Methods for Selected Parameters

Quantification levels (QLs) are specified for selected parameters in the table below. These QLs shall be considered the maximum acceptable unless a higher QL is appropriate because of sample matrix interference. Justification for higher QLs shall be submitted to the Department within 30 days of such determination. Where necessary to help ensure that the QLs specified can be achieved, analytical methods may also be specified in the table below. The sampling procedures, preservation and handling, and analytical protocol for all monitoring conducted in compliance with this permit, including monitoring conducted to meet the requirements of the application for permit reissuance, shall be in accordance with the methods specified in the table below, or in accordance with Part II.B.2. of this permit if no method is specified in the table below, unless an alternate method is approved by the Department. **Not all QLs are expressed in the same units in the table below**. The table is continued on the following page:

Parameter	QL	Units	Analytical Method
1,2-Diphenylhydrazine (as Azobenzene)	3.0	ug/l	
2,4,6-Trichlorophenol	5.0	ug/l	
2,4-Dinitrophenol	19	ug/l	
3,3'-Dichlorobenzidine	1.5	ug/l	EPA Method 605
4-Chloro-3-Methylphenol	7.0	ug/l	
4,4'-DDD	0.05	ug/l	EPA Method 608
4,4'-DDE	0.01	ug/l	EPA Method 608
4,4'-DDT	0.01	ug/l	EPA Method 608
Acrylonitrile	1.0	ug/l	
Aldrin	0.01	ug/l	EPA Method 608
Alpha-Endosulfan	0.01	ug/l	EPA Method 608
Alpha-Hexachlorocyclohexane	0.01	ug/l	EPA Method 608
Antimony, Total	1	ug/l	
Arsenic, Total	1	ug/l	
Barium, Total	5	ug/l	
Benzidine	0.1	ug/l	EPA Method 605
Beryllium, Total	1	ug/l	
Beta-Endosulfan	0.01	ug/l	EPA Method 608
Beta-Hexachlorocyclohexane	0.01	ug/l	EPA Method 608
Bis (2-Chloroethyl) Ether	1.0	ug/l	
Bis (2-Ethylhexyl) Phthalate	5.0	ug/l	
Boron, Total	20	ug/l	
Cadmium, Total	0.2	ug/l	
Chlordane	0.01	ug/l	EPA Method 608
Chloride	1.0	mg/l	
Chromium, Hexavalent	5	ug/l	
Chromium, Total	10	ug/l	
Copper, Total	1	ug/l	
Cyanide, Available	2	ug/l	EPA Method OIA 1677
Cyanide, Total	5	ug/l	
Delta-Hexachlorocyclohexane	0.01	ug/l	EPA Method 608
Dieldrin	0.01	ug/l	EPA Method 608
Di-N-Butyl Phthalate	9.0	ug/l	

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Parameter	QL	Units	Analytical Method
Endosulfan Sulfate	0.01	ug/l	EPA Method 608
Endrin	0.01	ug/l	EPA Method 608
Endrin Aldehyde	0.01	ug/l	EPA Method 608
Fluoranthene	1.0	ug/l	
Heptachlor	0.01	ug/l	EPA Method 608
Heptachlor Epoxide	0.01	ug/l	EPA Method 608
Hexachlorobenzene	0.01	ug/l	EPA Method 612
Hexachlorobutadiene	0.01	ug/l	EPA Method 612
Hexachlorocyclopentadiene	0.01	ug/l	EPA Method 612
Hexachloroethane	5.0	ug/l	
Lead, Total	1	ug/l	
Lindane	0.01	ug/l	EPA Method 608
Lithium, Total	10	ug/l	
Mercury, Total	0.5	ng/l	EPA Method 1631E
Nickel, Total	5	ug/l	
PCB-1016	0.1	ug/l	EPA Method 608
PCB-1221	0.1	ug/l	EPA Method 608
PCB-1232	0.1	ug/l	EPA Method 608
PCB-1242	0.1	ug/l	EPA Method 608
PCB-1248	0.1	ug/l	EPA Method 608
PCB-1254	0.1	ug/l	EPA Method 608
PCB-1260	0.1	ug/l	EPA Method 608
Pentachlorophenol	1.8	ug/l	
Perfluorooctane sulfonate (PFOS)	2.0	ng/l	ASTM D7979 or an isotope dilution method (sometimes referred to as Method 537 modified)
Perfluorooctanoic acid (PFOA)	0.002	ug/l	ASTM D7979 or an isotope dilution method (sometimes referred to as Method 537 modified)
Phenanthrene	1.0	ug/l	
Phosphorus (as P), Total	10	ug/l	
Selenium, Total	1.0	ug/l	
Silver, Total	0.5	ug/l	
Strontium, Total	1000	ug/l	
Sulfate	2.0	mg/l	
Sulfides, Dissolved	20	ug/l	
Thallium, Total	1	ug/l	
Toxaphene	0.1	ug/l	EPA Method 608
Vinyl Chloride	1.0	ug/l	
Zinc, Total	10	ug/l	

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3. Additional Monitoring Requirements

As a condition of this permit, the permittee shall monitor the discharge from monitoring point 001A for the constituents listed below. This monitoring is an application requirement of 40 CFR 122.21(j), effective December 2, 1999. Testing shall be conducted in March 2020, August 2020, May 2021, and October 2021. Grab samples shall be collected for total phenols, and Volatile Organic Compounds identified below. For all other parameters, 24-hour composite samples shall be collected.

Test species for whole effluent toxicity monitoring shall include fathead minnow **and** *Ceriodaphnia dubia,* for a total of four (4) tests on each species. Testing and reporting procedures shall follow procedures contained in EPA-821-R-02-013, "Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms" (Fourth Edition). When the effluent ammonia nitrogen (as N) concentration is greater than 3 mg/l, the pH of the toxicity test shall be maintained at a pH of 8 Standard Units. Acute and chronic toxicity data shall be included in the reporting for the toxicity test results. Toxicity test data acceptability is contingent upon the validation of the test method by the testing laboratory. Such validation shall be submitted to the Department upon request. The permittee shall report to the Department any whole effluent toxicity test results greater than 1.0 TU_A or 1.0 TU_C within five (5) days of becoming aware of the result.

The results of such additional monitoring shall be submitted with the application for reissuance (see the cover page of this permit for the application due date). The permittee shall notify the Department within 14 days of completing the monitoring for each month specified above in accordance with Part II.C.5. Additional reporting requirements are specified in Part II.C.11. If, upon review of the analysis, it is determined that additional requirements are needed to protect the receiving waters in accordance with applicable water quality standards, the permit may then be modified by the Department in accordance with applicable laws and rules.

Whole Effluent Toxicity

acute toxicity	chronic toxicity

Hardness

calcium carbonate

Metals (Total Recoverable) and Total Phenols

antimony	arsenic	nickel	zinc
beryllium	cadmium	chromium	
copper	lead	thallium	
selenium	silver	total phenolic compounds	

Volatile Organic Compounds

acrolein	acrylonitrile	benzene	bromoform
carbon tetrachloride	chlorobenzene	chlorodibromomethane	chloroethane
2-chloroethylvinyl ether	chloroform	dichlorobromomethane	1,1-dichloroethane
1,2-dichloroethane	trans-1,2-dichloroethylene	1,1-dichloroethylene	1,2-dichloropropane
1,3-dichloropropylene	ethylbenzene	methyl bromide	methyl chloride
methylene chloride	1,1,2,2-tetrachloroethane	tetrachloroethylene	toluene
1,1,1-trichloroethane	1,1,2-trichloroethane	trichloroethylene	vinyl chloride

Acid-Extractable Compounds

4-chloro-3-methylphenol	2-chlorophenol	2,4-dichlorophenol	2,4-dimethylphenol
4,6-dinitro-o-cresol	2,4-dinitrophenol	2-nitrophenol	4-nitrophenol
Pentachlorophenol	phenol	2,4,6-trichlorophenol	

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Base/Neutral Compounds

acenaphthene	acenaphthylene	anthracene	benzidine
benzo(a)anthracene	benzo(a)pyrene	3,4-benzofluoranthene	benzo(ghi)perylene
benzo(k)fluoranthene	bis(2-chloroethoxy)methane	bis(2-chloroethyl)ether	bis(2-chloroisopropyl)ether
bis(2-ethylhexyl)phthalate	4-bromophenyl phenyl ether	butyl benzyl phthalate	2-chloronaphthalene
4-chlorophenyl phenyl ether	chrysene	di-n-butyl phthalate	di-n-octyl phthalate
dibenzo(a,h)anthracene	1,2-dichlorobenzene	1,3-dichlorobenzene	1,4-dichlorobenzene
3,3'-dichlorobenzidine	diethyl phthalate	dimethyl phthalate	2,4-dinitrotoluene
2,6-dinitrotoluene	1,2-diphenylhydrazine	fluoranthene	fluorene
Hexachlorobenzene	hexachlorobutadiene	hexachlorocyclo-pentadiene	hexachloroethane
indeno(1,2,3-cd)pyrene	isophorone	naphthalene	nitrobenzene
n-nitrosodi-n-propylamine	n-nitrosodimethylamine	n-nitrosodiphenylamine	phenanthrene
pyrene	1,2,4-trichlorobenzene		

4. Pollutant Minimization Program for Total Mercury

The goal of the Pollutant Minimization Program is to maintain the effluent concentration of total mercury at or below 1.3 ng/l. The permittee shall continue to implement the Pollutant Minimization Program approved on October 7, 2004, and modifications thereto, to proceed toward the goal. The Pollutant Minimization Program includes the following:

a. an annual review and semi-annual monitoring of potential sources of mercury entering the wastewater collection system;

b. a program for quarterly monitoring of influent and periodic monitoring of sludge for mercury; and

c. implementation of reasonable cost-effective control measures when sources of mercury are discovered. Factors to be considered include significance of sources, economic considerations, and technical and treatability considerations.

On or before March 31 of each year, the permittee shall submit a status report for the previous calendar year to the Department that includes 1) the monitoring results for the previous year, 2) an updated list of potential mercury sources, and 3) a summary of all actions taken to reduce or eliminate identified sources of mercury.

Any information generated as a result of the Pollutant Minimization Program set forth in this permit may be used to support a request to modify the approved program or to demonstrate that the Pollutant Minimization Program requirement has been completed satisfactorily.

A request for modification of the approved program and supporting documentation shall be submitted in writing to the Department for review and approval. The Department may approve modifications to the approved program (approval of a program modification does not require a permit modification), including a reduction in the frequency of the requirements under items a. and b. above.

This permit may be modified in accordance with applicable laws and rules to include additional mercury conditions and/or limitations as necessary.

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5. Pollutant Minimization and Source Evaluation Program for Perfluorooctane Sulfonate (PFOS) and/or Perfluorooctanoic Acid (PFOA)

The goal of the Pollutant Minimization and Source Evaluation Program is to identify and address sources of PFOS and/or PFOA and to reduce and maintain the effluent concentrations of PFOS and/or PFOA at or below the water quality-based effluent limitations (WQBELs). The WQBELs are 12 ng/l for PFOS and 20 ug/l for PFOA.

Within 90 days of written notification by the Department or after the permittee notifies the Department that the final effluent concentration of PFOS and/or PFOA has exceeded the WQBELs, the permittee shall submit to the Department an approvable Pollutant Minimization and Source Evaluation Program for PFOS and/or PFOA to proceed toward the goal. The Pollutant Minimization and Source Evaluation Program shall continue work under the IPP Interim Initiative and shall include the following at a minimum:

a. identification of and strategies to identify any additional potential and probable PFOS and/or PFOA sources;

b. monitoring plan for the permitted facility's influent and effluent and effluent from potential sources;

c. implemented measures thus far to eliminate, reduce, and/or control sources, and an assessment of the degree of success and the strategies used to measure success; and

d. proposed measures and implementation schedules for elimination, control, and/or reduction of the identified sources (prioritizing highest loadings and concentrations), and the strategies that will be used to measure success.

The Pollutant Minimization and Source Evaluation Program shall be implemented upon approval by the Department.

On or before May 1 of each year following Pollutant Minimization and Source Evaluation Program implementation, the permittee shall submit to the Department a status report for the previous calendar year. Upon written notification by the Department, the permittee may be required to submit more frequent status reports. Status reports at a minimum shall include:

a. complete listing of PFOS and/or PFOA sources;

b. summary of influent and effluent monitoring data;

c. summary of monitoring data from known or potential sources;

d. history and compliance status for sources;

e. implemented measures to eliminate, reduce, or control sources, (prioritizing highest loadings and concentrations), and an assessment of the degree of success and the strategies used to measure success;

f. proposed measures and schedules for elimination, control, or reduction of any newly identified PFOS and/or PFOA sources (prioritizing highest loadings and concentrations), and the strategies that will be used to measure success;

g. barriers to implementation and revisions to the implementation schedule; and

h. laboratory reports, if not previously supplied.

Any information generated as a result of the Pollutant Minimization and Source Evaluation Program set forth in this permit may be used to support a request to modify the Pollutant Minimization and Source Evaluation Program or to demonstrate that the requirement has been completed satisfactorily.

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A request for modification of the approved Pollutant Minimization and Source Evaluation Program shall be submitted in writing to the Department along with supporting documentation for review and approval. The Department may approve modifications to the approved Pollutant Minimization and Source Evaluation Program, including a reduction in the frequency of the influent and known or potential source monitoring requirements. Approval of a Pollutant Minimization and Source Evaluation Program modification does not require a permit modification.

This permit may be modified in accordance with applicable laws and rules to include additional PFOS and/or PFOA conditions and/or limitations as necessary.

6. Untreated or Partially Treated Sewage Discharge Reporting and Testing Requirements

In accordance with Section 324.3112a of the NREPA, if untreated or partially treated sewage is directly or indirectly discharged from a sewer system onto land or into the waters of the state, the permittee shall immediately, but not more than 24 hours after the discharge begins, notify local health departments, a daily newspaper of general circulation in the county in which the permittee is located, and a daily newspaper of general circulation in the county or counties in which the municipalities whose waters may be affected by the discharge are located, that the discharge is occurring. The permittee shall also notify the Department via its MiWaters system on the form entitled “Report of Discharge (CSO\SSO\RTB).” The MiWaters website is located at https://miwaters.deq.state.mi.us. At the conclusion of the discharge, the permittee shall make all such notifications specified in, and in accordance with, Section 324.3112a of the NREPA, and shall notify the Department via its MiWaters system on the form entitled “Report of Discharge (CSO\SSO\RTB).”

The permittee shall also annually contact municipalities, including the superintendent of a public drinking water supply with potentially affected intakes, whose waters may be affected by the permittee's discharge of untreated or partially treated sewage, and if those municipalities wish to be notified in the same manner as specified above, the permittee shall provide such notification.

Additionally, in accordance with Section 324.3112a of the NREPA, each time a discharge of untreated or partially treated sewage occurs, the permittee shall test the affected waters for *Escherichia coli* to assess the risk to the public health as a result of the discharge and shall provide the test results to the affected local county health departments and to the Department. The results of this testing shall be submitted to the Department via MiWaters as part of the notification specified above, or, if the results are not yet available, submitted as soon as they become available. This testing is not required if it has been waived by the local health department, or if the discharge(s) did not affect surface waters. The testing shall be done at locations specified by each affected local county health department but shall not exceed 10 tests for each separate discharge event. The affected local county health department may waive this testing requirement if it determines that such testing is not needed to assess the risk to the public health as a result of the discharge event.

Permittees accepting sanitary or municipal sewage from other sewage collection systems are encouraged to notify the owners of those systems of the above reporting and testing requirements.

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7. Facility Contact

The "Facility Contact" was specified in the application. The permittee may replace the facility contact at any time, and shall notify the Department in writing within 10 days after replacement (including the name, address and telephone number of the new facility contact).

a. The facility contact shall be (or a duly authorized representative of this person):
- for a corporation, a principal executive officer of at least the level of vice president; or a designated representative if the representative is responsible for the overall operation of the facility from which the discharge originates, as described in the permit application or other NPDES form,
- for a partnership, a general partner,
- for a sole proprietorship, the proprietor, or
- for a municipal, state, or other public facility, either a principal executive officer, the mayor, village president, city or village manager or other duly authorized employee.

b. A person is a duly authorized representative only if:
- the authorization is made in writing to the Department by a person described in paragraph a. of this section; and
- the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the facility (a duly authorized representative may thus be either a named individual or any individual occupying a named position).

Nothing in this section releases the permittee from properly submitting reports and forms as required by law.

8. Monthly Operating Reports

Part 41 of Act 451 of 1994 as amended, specifically Section 324.4106 and associated R 299.2953, requires that the permittee file with the Department, on forms prescribed by the Department, operating reports showing the effectiveness of the treatment facility operation and the quantity and quality of liquid wastes discharged into waters of the state.

Within 30 days of the effective date of this permit, the permittee shall submit to the Department a revised treatment facility monitoring program to address monitoring requirement changes reflected in this permit, or submit justification explaining why monitoring requirement changes reflected in this permit do not necessitate revisions to the treatment facility monitoring program. The permittee shall implement the revised treatment facility monitoring program upon approval from the Department. Applicable forms and guidance are available on the Department's web site at http://www.michigan.gov/deq/0,1607,7-135-3313_44117---,00.html. The permittee may use alternate forms if they are consistent with the approved treatment facility monitoring program. Unless the Department provides written notification to the permittee that monthly submittal of operating reports is required, operating reports that result from implementation of the approved treatment facility monitoring program shall be maintained on site for a minimum of three (3) years and shall be made available to the Department for review upon request.

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9. Asset Management

The permittee shall at all times properly operate and maintain all facilities (i.e., the sewer system and treatment works as defined in Part 41 of the NREPA), and control systems installed or used by the permittee to operate the sewer system and treatment works and achieve and maintain compliance with the conditions of this permit (also see Part II.D.3 of this permit). The requirements of an Asset Management Program function to achieve the goals of effective performance, adequate funding, and adequate operator staffing and training. Asset management is a planning process for ensuring that optimum value is gained for each asset and that financial resources are available to rehabilitate and replace those assets when necessary. Asset management is centered on a framework of five (5) core elements: the current state of the assets; the required sustainable level of service; the assets critical to sustained performance; the minimum life-cycle costs; and the best long-term funding strategy.

a. Asset Management Program Requirements
The permittee shall continue to implement the Asset Management Plan approved on November 25, 2014, and approved modifications thereto. The Asset Management Plan contains a schedule for the development and implementation of an Asset Management Program that meets the requirements outlined below in 1) – 4):

1) *Maintenance Staff.* The permittee shall provide an adequate staff to carry out the operation, maintenance, repair, and testing functions required to ensure compliance with the terms and conditions of this permit. The level of staffing needed shall be determined by taking into account the work involved in operating the sewer system and treatment works, planning for and conducting maintenance, and complying with this permit.

2) *Collection System Map.* The permittee shall complete a map of the sewer collection system it owns and operates. The map shall be of sufficient detail and at a scale to allow easy interpretation. The collection system information shown on the map shall be based on current conditions and shall be kept up-to-date and available for review by the Department. **Note: Items below referencing combined sewer systems are not applicable to separate sewer systems.** Such map(s) shall include but not be limited to the following:

a) all sanitary sewer lines and related manholes;

b) all combined sewer lines, related manholes, catch basins and CSO regulators;

c) all known or suspected connections between the sanitary sewer or combined sewer and storm drain systems;

d) all outfalls, including the treatment plant outfall(s), combined sewer treatment facility outfalls, untreated CSOs, and any known SSOs;

e) all pump stations and force mains;

f) the wastewater treatment facility(ies), including all treatment processes;

g) all surface waters (labeled);

h) other major appurtenances such as inverted siphons and air release valves;

i) a numbering system which uniquely identifies manholes, catch basins, overflow points, regulators and outfalls;

j) the scale and a north arrow;

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k) the pipe diameter, date of installation, type of material, distance between manholes, and the direction of flow; and

l) the manhole interior material, rim elevation (optional), and invert elevations.

3) *Inventory and assessment of fixed assets.* The permittee shall complete an inventory and assessment of operations-related fixed assets including portions of the collection system owned and operated by the permittee. Fixed assets are assets that are normally stationary (e.g., pumps, blowers, buildings, manholes, and sewer lines). The inventory and assessment shall be based on current conditions and shall be kept up-to-date and available for review by the Department.

a) The fixed asset inventory shall include the following:

(1) a brief description of the fixed asset, its design capacity (e.g., pump: 120 gallons per minute), its level of redundancy, and its tag number if applicable;

(2) the location of the fixed asset;

(3) the year the fixed asset was installed;

(4) the present condition of the fixed asset (e.g., excellent, good, fair, poor); and

(5) the current fixed asset (replacement) cost in dollars for year specified in accordance with approved schedules;

b) The fixed asset assessment shall include a “Business Risk Evaluation” that combines the probability of failure of the fixed asset and the criticality of the fixed asset, as follows:

(1) Rate the probability of failure of the fixed asset on a scale of 1-5 (low to high) using criteria such as maintenance history, failure history, and remaining percentage of useful life (or years remaining);

(2) Rate the criticality of the fixed asset on a scale of 1-5 (low to high) based on the consequence of failure versus the desired level of service for the facility; and

(3) Compute the Business Risk Factor of the fixed asset by multiplying the failure rating from (1) by the criticality rating from (2).

4) *Operation, Maintenance & Replacement (OM&R) Budget and Rate Sufficiency for the Sewer System and Treatment Works.* The permittee shall complete an assessment of its user rates and replacement fund, including the following:

a) beginning and end dates of fiscal year;

b) name of the department, committee, board, or other organization that sets rates for the operation of the sewer system and treatment works;

c) amount in the permittee’s replacement fund in dollars for year specified in accordance with approved schedules;

d) replacement fund strategy of all assets with a useful life of 20 years or less;

e) expenditures for maintenance, corrective action and capital improvement taken during the fiscal year;

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f) OM&R budget for the fiscal year; and

g) rate calculation demonstrating sufficient revenues to cover OM&R expenses. If the rate calculation shows there are insufficient revenues to cover OM&R expenses, the permittee shall document, within three (3) fiscal years after submittal of the Asset Management Plan, that there is at least one rate adjustment that reduces the revenue gap by at least 10 percent. The permittee may prepare and submit an alternate plan, subject to Department approval, for addressing the revenue gap. The ultimate goal of the Asset Management Program is to ensure sufficient revenues to cover OM&R expenses.

b. Annual Reporting

The permittee shall develop a written report that summarizes asset management activities completed during the previous year and planned for the upcoming year. The written report shall be submitted to the Department on or before July 30 of each year. The written report shall include:

1) a description of the staffing levels maintained during the year;

2) a description of inspections and maintenance activities conducted and corrective actions taken during the previous year;

3) expenditures for collection system maintenance activities, treatment works maintenance activities, corrective actions, and capital improvement during the previous year;

4) a summary of assets/areas identified for inspection/action (including capital improvement) in the upcoming year based on the five (5) core elements and the Business Risk Factors computed in accordance with condition a.3)b)(3) above;

5) a maintenance budget and capital improvement budget for the upcoming year that take into account implementation of an effective Asset Management Program that meets the five (5) core elements;

6) an updated asset inventory based on the original submission; and

7) an updated OM&R budget with an updated rate schedule that includes the amount of insufficient revenues, if any.

PART I

Section A. Limitations and Monitoring Requirements

10. Discharge Monitoring Report – Quality Assurance Study Program

The permittee shall participate in the Discharge Monitoring Report – Quality Assurance (DMR-QA) Study Program. The purpose of the DMR-QA Study Program is to annually evaluate the proficiency of all in-house and/or contract laboratory(ies) that perform, on behalf of the facility authorized to discharge under this permit, the analytical testing required under this permit. In accordance with Section 308 of the Clean Water Act (33 U.S.C. § 1318); and R 323.2138 and R 323.2154 of Part 21, Wastewater Discharge Permits, promulgated under Part 31 of the NREPA, participation in the DMR-QA Study Program is required for all major facilities, and for minor facilities selected for participation by the Department.

Annually and in accordance with DMR-QA Study Program requirements and submittal due dates, the permittee shall submit to the Michigan DMR-QA Study Program state coordinator all documentation required by the DMR-QA Study. DMR-QA Study Program participation is required only for the analytes required under this permit and only when those analytes are also identified in the DMR-QA Study.

If the permitted facility's status as a major facility should change, participation in the DMR-QA Study Program may be reevaluated. Questions concerning participation in the DMR-QA Study Program should be directed to the Michigan DMR-QA Study Program state coordinator.

All forms and instructions required for participation in the DMR-QA Study Program, including submittal due dates and state coordinator contact information, can be found at http://www.epa.gov/compliance/discharge-monitoring-report-quality-assurance-study-program.

PART I

Section B. Storm Water Pollution Prevention

Section B. Storm Water Pollution Prevention is not required for this permit.

PART I

Section C. Industrial Waste Pretreatment Program

1. Federal Industrial Pretreatment Program

a. The permittee shall implement the Federal Industrial Pretreatment Program (FIPP) approved on April 10, 1985, and any subsequent modifications approved up to the issuance of this permit. Approval of substantial program modifications after the issuance of this permit shall be incorporated into this permit by minor modification in accordance with 40 CFR 122.63.

b. The permittee shall comply with R 323.2301 through R 323.2317 of the Michigan Administrative Code (Part 23 Rules), the General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR Part 403), and the approved FIPP.

c. The permittee shall have the legal authority and necessary interjurisdictional agreements that provide the basis for the implementation and enforcement of the approved FIPP throughout the service area. The legal authority and necessary interjurisdictional agreements shall include, at a minimum, the authority to carry out the activities specified in R 323.2306(a).

d. The permittee shall develop procedures which describe, in sufficient detail, program commitments which enable implementation of the approved FIPP, 40 CFR Part 403, and the Part 23 Rules in accordance with R 323.2306(c).

e. The permittee shall establish an interjurisdictional agreement (or comparable document) with all tributary governmental jurisdictions. Each interjurisdictional agreement shall contain, at a minimum, the following:

1) identification of the agency responsible for the implementation and enforcement of the approved FIPP within the tributary governmental jurisdiction's boundaries; and

2) the provision of the legal authority which provides the basis for the implementation and enforcement of the approved FIPP within the tributary governmental jurisdiction's boundaries.

f. The permittee shall prohibit discharges that:

1) cause, in whole or in part, the permittee's failure to comply with any condition of this permit or the NREPA;

2) restrict, in whole or in part, the permittee's management of biosolids;

3) cause, in whole or in part, operational problems at the treatment facility or in its collection system;

4) violate any of the general or specific prohibitions identified in R 323.2303(1) and (2);

5) violate categorical standards identified in R 323.2311; and

6) violate local limits established in accordance with R 323.2303(4).

g. The permittee shall maintain a list of its nondomestic users that meet the criteria of a significant industrial user as identified in R 323.2302(cc).

h. The permittee shall develop an enforcement response plan which describes, in sufficient detail, program commitments which will enable the enforcement of the approved FIPP, 40 CFR Part 403, and the Part 23 Rules in accordance with R 323.2306(g).

PART I

Section C. Industrial Waste Pretreatment Program

i. The Department may require modifications to the approved FIPP which are necessary to ensure compliance with 40 CFR Part 403 and the Part 23 Rules in accordance with R 323.2309.

j. The permittee shall not implement changes or modifications to the approved FIPP without notification to the Department. Any substantial modification shall be subject to Department public noticing and approval in accordance with R 323.2309.

k. The permittee shall maintain an adequate revenue structure and staffing level for effective implementation of the approved FIPP.

l. The permittee shall develop and maintain, for a minimum of three (3) years, all records and information necessary to determine nondomestic user compliance with 40 CFR Part 403, Part 23 Rules and the approved FIPP. This period of retention shall be extended during the course of any unresolved enforcement action or litigation regarding a nondomestic user or when requested by the Department or the United States Environmental Protection Agency. All of the aforementioned records and information shall be made available upon request for inspection and copying by the Department and the United States Environmental Protection Agency.

m. The permittee shall evaluate the approved FIPP for compliance with the 40 CFR Part 403, Part 23 Rules and the prohibitions stated in item f. above. Based upon this evaluation, the permittee shall propose to the Department all necessary changes or modifications to the approved FIPP no later than the next Industrial Pretreatment Program Annual Report due date (see item p. below).

n. The permittee shall develop and enforce local limits to implement the prohibitions listed in item f above. Local limits shall be based upon data representative of actual conditions demonstrated in a maximum allowable headworks loading analysis. An evaluation of whether the existing local limits need to be revised shall be submitted to the Department by January 1, 2021. The submittal shall provide a technical evaluation of the basis upon which this determination was made which includes information regarding the maximum allowable headworks loading, collection system protection criteria, and worker health and safety, based upon data collected since the last local limits review.

The following pollutants shall be evaluated:

1) Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Silver, and Zinc;

2) Pollutants that are subject to limits or monitoring in this permit;

3) Pollutants that have an existing local limit; and,

4) Other pollutants of concern which would reasonably be expected to be discharged or transported by truck or rail or otherwise introduced into the POTW.

PART I

Section C. Industrial Waste Pretreatment Program

o. The permittee is required under this permit and R 323.2303(4) of the Michigan Administrative Code to review and update their local limits when:

1) new pollutants are introduced;

2) new pollutants that were previously unevaluated are identified;

3) new water quality or biosolids standards are established or additional information becomes available about the nature of pollutants, such as removal rates and accumulation in biosolids; or

4) substantial increases of pollutants are proposed as required in the notification of new or increased uses in accordance with the provisions of 40 CFR 122.42.

p. On or before April 1 of each year, the permittee shall submit to the Department, as required by R 323.2310(8), an Industrial Pretreatment Program Annual Report on the status of program implementation and enforcement activities. The reporting period shall begin on January 1 and end on December 31. At a minimum, the Industrial Pretreatment Program Annual Report shall include:

1) the Pretreatment Program Reports data identified in Appendix A to 40 CFR Part 127 – NPDES Electronic Reporting;

2) a summary of changes to the approved FIPP that have not been previously reported to the Department;

3) a summary of results of all the sampling and analyses performed of the wastewater treatment plant's influent, effluent, and biosolids conducted in accordance with approved methods during the reporting period. The summary shall include the monthly average, daily maximum, quantification level, and number of samples analyzed for each pollutant. At a minimum, the results of analyses for all locally limited parameters for at least one monitoring event that tests influent, effluent and biosolids during the reporting period shall be submitted with each report, unless otherwise required by the Department. Sample collection shall be at intervals sufficient to provide pollutant removal rates, unless the pollutant is not measurable; and

4) any other relevant information requested by the Department.

PART I

Section D. Residuals Management Program

1. Residuals Management Program for Land Application of Biosolids

The permittee is authorized to land-apply bulk biosolids or prepare bulk biosolids for land application in accordance with the permittee's approved Residuals Management Program (RMP) approved on June 27, 2000, and approved modifications thereto, in accordance with the requirements established in R 323.2401 through R 323.2418 of the Michigan Administrative Code (Part 24 Rules). The approved RMP, and any approved modifications thereto, are enforceable requirements of this permit. Incineration, landfilling and other residual disposal activities shall be conducted in accordance with Part II.D.7. of this permit. The Part 24 Rules can be obtained via the internet (http://www.michigan.gov/egle/ and near the top of the screen click on Water, Wastewater, Surface Water, then click on Biosolids & Industrial Pretreatment, Biosolids, then click on Biosolids Laws and Rules Information which is under the Laws & Rules banner in the center of the screen).

a. Annual Report

On or before October 30 of each year, the permittee shall submit an annual report to the Department for the previous fiscal year of October 1 through September 30. The report shall be submitted electronically via the Department's MiWaters system at https://miwaters.deq.state.mi.us. At a minimum, the report shall contain:

1) a certification that current residuals management practices are in accordance with the approved RMP, or a proposal for modification to the approved RMP; and

2) a completed Biosolids Annual Report Form, available at https://miwaters.deq.state.mi.us.

b. Modifications to the Approved RMP

Prior to implementation of modifications to the RMP, the permittee shall submit proposed modifications to the Department for approval. The approved modification shall become effective upon the date of approval. Upon written notification, the Department may impose additional requirements and/or limitations to the approved RMP as necessary to protect public health and the environment from any adverse effect of a pollutant in the biosolids.

c. Record Keeping

Records required by the Part 24 Rules shall be kept for a minimum of five years. However, the records documenting cumulative loading for sites subject to cumulative pollutant loading rates shall be kept as long as the site receives biosolids.

d. Contact Information

RMP-related submittals shall be made to the Department.

PART II

Part II may include terms and /or conditions not applicable to discharges covered under this permit.

Section A. Definitions

Acute toxic unit (TU_A) means $100/LC_{50}$ where the LC_{50} is determined from a whole effluent toxicity (WET) test which produces a result that is statistically or graphically estimated to be lethal to 50% of the test organisms.

Annual monitoring frequency refers to a calendar year beginning on January 1 and ending on December 31. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

Authorized public agency means a state, local, or county agency that is designated pursuant to the provisions of Section 9110 of Part 91, Soil and Sedimentation Control (SESC) of the NREPA to implement soil erosion and sedimentation control requirements with regard to construction activities undertaken by that agency.

Best management practices (BMPs) means structural devices or nonstructural practices that are designed to prevent pollutants from entering into storm water, to direct the flow of storm water, or to treat polluted storm water.

Bioaccumulative chemical of concern (BCC) means a chemical which, upon entering the surface waters, by itself or as its toxic transformation product, accumulates in aquatic organisms by a human health bioaccumulation factor of more than 1000 after considering metabolism and other physiochemical properties that might enhance or inhibit bioaccumulation. The human health bioaccumulation factor shall be derived according to R 323.1057(5). Chemicals with half-lives of less than 8 weeks in the water column, sediment, and biota are not BCCs. The minimum bioaccumulation concentration factor (BAF) information needed to define an organic chemical as a BCC is either a field-measured BAF or a BAF derived using the biota-sediment accumulation factor (BSAF) methodology. The minimum BAF information needed to define an inorganic chemical as a BCC, including an organometal, is either a field-measured BAF or a laboratory-measured bioconcentration factor (BCF). The BCCs to which these rules apply are identified in Table 5 of R 323.1057 of the Water Quality Standards.

Biosolids are the solid, semisolid, or liquid residues generated during the treatment of sanitary sewage or domestic sewage in a treatment works. This includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes and a derivative of the removed scum or solids.

Bulk biosolids means biosolids that are not sold or given away in a bag or other container for application to a lawn or home garden.

Certificate of Coverage (COC) is a document, issued by the Department, which authorizes a discharge under a general permit.

Chronic toxic unit (TU_C) means $100/MATC$ or $100/IC_{25}$, where the maximum acceptable toxicant concentration (MATC) and IC_{25} are expressed as a percent effluent in the test medium.

Class B biosolids refers to material that has met the Class B pathogen reduction requirements or equivalent treatment by a Process to Significantly Reduce Pathogens (PSRP) in accordance with the Part 24 Rules, Land Application of Biosolids, promulgated under Part 31 of the NREPA. Processes include aerobic digestion, composting, anaerobic digestion, lime stabilization and air drying.

Combined sewer system is a sewer system in which storm water runoff is combined with sanitary wastes.

PART II

Section A. Definitions

Daily concentration is the sum of the concentrations of the individual samples of a parameter divided by the number of samples taken during any calendar day. The daily concentration will be used to determine compliance with any maximum and minimum daily concentration limitations (except for pH and dissolved oxygen). When required by the permit, report the maximum calculated daily concentration for the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the Discharge Monitoring Reports (DMRs).

For pH, report the maximum value of any *individual* sample taken during the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs and the minimum value of any *individual* sample taken during the month in the "MINIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs. For dissolved oxygen, report the minimum concentration of any *individual* sample in the "MINIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs.

Daily loading is the total discharge by weight of a parameter discharged during any calendar day. This value is calculated by multiplying the daily concentration by the total daily flow and by the appropriate conversion factor. The daily loading will be used to determine compliance with any maximum daily loading limitations. When required by the permit, report the maximum calculated daily loading for the month in the "MAXIMUM" column under "QUANTITY OR LOADING" on the DMRs.

Daily monitoring frequency refers to a 24-hour day. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

Department means the Michigan Department of Environment, Great Lakes, and Energy.

Detection level means the lowest concentration or amount of the target analyte that can be determined to be different from zero by a single measurement at a stated level of probability.

Discharge means the addition of any waste, waste effluent, wastewater, pollutant, or any combination thereof to any surface water of the state.

EC_{50} means a statistically or graphically estimated concentration that is expected to cause 1 or more specified effects in 50% of a group of organisms under specified conditions.

Fecal coliform bacteria monthly
FOR WASTEWATER STABILIZATION LAGOONS (WWSLs) THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – Fecal coliform bacteria monthly is the geometric mean of all daily concentrations determined during a discharge event. Days on which no daily concentration is determined shall not be used to determine the calculated monthly value. The calculated monthly value will be used to determine compliance with the maximum monthly fecal coliform bacteria limitations. When required by the permit, report the calculated monthly value in the "AVERAGE" column under "QUALITY OR CONCENTRATION" on the DMR. If the period in which the discharge event occurred was partially in each of two months, the calculated monthly value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – Fecal coliform bacteria monthly is the geometric mean of all daily concentrations determined during a reporting month. Days on which no daily concentration is determined shall not be used to determine the calculated monthly value. The calculated monthly value will be used to determine compliance with the maximum monthly fecal coliform bacteria limitations. When required by the permit, report the calculated monthly value in the "AVERAGE" column under "QUALITY OR CONCENTRATION" on the DMR.

PART II

Section A. Definitions

Fecal coliform bacteria 7-day
FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – Fecal coliform bacteria 7-day is the geometric mean of the daily concentrations determined during any 7 consecutive days of discharge during a discharge event. If the number of daily concentrations determined during the discharge event is less than 7 days, the number of actual daily concentrations determined shall be used for the calculation. Days on which no daily concentration is determined shall not be used to determine the value. The calculated 7-day value will be used to determine compliance with the maximum 7-day fecal coliform bacteria limitations. When required by the permit, report the maximum calculated 7-day geometric mean value for the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs. If the 7-day period was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – Fecal coliform bacteria 7-day is the geometric mean of the daily concentrations determined during any 7 consecutive days in a reporting month. If the number of daily concentrations determined is less than 7, the actual number of daily concentrations determined shall be used for the calculation. Days on which no daily concentration is determined shall not be used to determine the value. The calculated 7-day value will be used to determine compliance with the maximum 7-day fecal coliform bacteria limitations. When required by the permit, report the maximum calculated 7-day geometric mean for the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs. The first calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

Flow-proportioned sample is a composite sample with the sample volume proportional to the effluent flow.

General permit means an NPDES permit issued authorizing a category of similar discharges.

Geometric mean is the average of the logarithmic values of a base 10 data set, converted back to a base 10 number.

Grab sample is a single sample taken at neither a set time nor flow.

IC_{25} means the toxicant concentration that would cause a 25% reduction in a nonquantal biological measurement for the test population.

Illicit connection means a physical connection to a municipal separate storm sewer system that primarily conveys non-storm water discharges other than uncontaminated groundwater into the storm sewer; or a physical connection not authorized or permitted by the local authority, where a local authority requires authorization or a permit for physical connections.

Illicit discharge means any discharge to, or seepage into, a municipal separate storm sewer system that is not composed entirely of storm water or uncontaminated groundwater. Illicit discharges include non-storm water discharges through pipes or other physical connections; dumping of motor vehicle fluids, household hazardous wastes, domestic animal wastes, or litter; collection and intentional dumping of grass clippings or leaf litter; or unauthorized discharges of sewage, industrial waste, restaurant wastes, or any other non-storm water waste directly into a separate storm sewer.

Individual permit means a site-specific NPDES permit.

Inlet means a catch basin, roof drain, conduit, drain tile, retention pond riser pipe, sump pump, or other point where storm water or wastewater enters into a closed conveyance system prior to discharge off site or into waters of the state.

PART II

Section A. Definitions

Interference is a discharge which, alone or in conjunction with a discharge or discharges from other sources, both: 1) inhibits or disrupts the publicly-owned treatment works (POTW), its treatment processes or operations, or its sludge processes, use or disposal; and 2) therefore, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or, of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act. [This definition does not apply to sample matrix interference].

Land application means spraying or spreading biosolids or a biosolids derivative onto the land surface, injecting below the land surface, or incorporating into the soil so that the biosolids or biosolids derivative can either condition the soil or fertilize crops or vegetation grown in the soil.

LC_{50} means a statistically or graphically estimated concentration that is expected to be lethal to 50% of a group of organisms under specified conditions.

Maximum acceptable toxicant concentration (MATC) means the concentration obtained by calculating the geometric mean of the lower and upper chronic limits from a chronic test. A lower chronic limit is the highest tested concentration that did not cause the occurrence of a specific adverse effect. An upper chronic limit is the lowest tested concentration which did cause the occurrence of a specific adverse effect and above which all tested concentrations caused such an occurrence.

Maximum extent practicable means implementation of best management practices by a public body to comply with an approved storm water management program as required by a national permit for a municipal separate storm sewer system, in a manner that is environmentally beneficial, technically feasible, and within the public body’s legal authority.

MBTU/hr means million British Thermal Units per hour.

MGD means million gallons per day.

Monthly concentration is the sum of the daily concentrations determined during a reporting period divided by the number of daily concentrations determined. The calculated monthly concentration will be used to determine compliance with any maximum monthly concentration limitations. Days with no discharge shall not be used to determine the value. When required by the permit, report the calculated monthly concentration in the “AVERAGE” column under “QUALITY OR CONCENTRATION” on the DMR.

For minimum percent removal requirements, the monthly influent concentration and the monthly effluent concentration shall be determined. The calculated monthly percent removal, which is equal to 100 times the quantity [1 minus the quantity (monthly effluent concentration divided by the monthly influent concentration)], shall be reported in the "MINIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs.

Monthly loading is the sum of the daily loadings of a parameter divided by the number of daily loadings determined during a reporting period. The calculated monthly loading will be used to determine compliance with any maximum monthly loading limitations. Days with no discharge shall not be used to determine the value. When required by the permit, report the calculated monthly loading in the “AVERAGE” column under “QUANTITY OR LOADING” on the DMR.

Monthly monitoring frequency refers to a calendar month. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

PART II

Section A. Definitions

Municipal separate storm sewer means a conveyance or system of conveyances designed or used for collecting or conveying storm water which is not a combined sewer and which is not part of a POTW as defined in the Code of Federal Regulations at 40 CFR 122.2.
Municipal separate storm sewer system (MS4) means all separate storm sewers that are owned or operated by the United States, a state, city, village, township, county, district, association, or other public body created by or pursuant to state law, having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under state law, such as a sewer district, flood control district, or drainage district, or similar entity, or a designated or approved management agency under Section 208 of the Clean Water Act that discharges to the waters of the state. This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

National Pretreatment Standards are the regulations promulgated by or to be promulgated by the Federal Environmental Protection Agency pursuant to Section 307(b) and (c) of the Clean Water Act. The standards establish nationwide limits for specific industrial categories for discharge to a POTW.

No observed adverse effect level (NOAEL) means the highest tested dose or concentration of a substance which results in no observed adverse effect in exposed test organisms where higher doses or concentrations result in an adverse effect.

Noncontact cooling water is water used for cooling which does not come into direct contact with any raw material, intermediate product, by-product, waste product or finished product.

Nondomestic user is any discharger to a POTW that discharges wastes other than or in addition to water-carried wastes from toilet, kitchen, laundry, bathing or other facilities used for household purposes.

Outfall is the location at which a point source discharge enters the surface waters of the state.

Part 91 agency means an agency that is designated by a county board of commissioners pursuant to the provisions of Section 9105 of Part 91 of the NREPA; an agency that is designated by a city, village, or township in accordance with the provisions of Section 9106 of Part 91 of the NREPA; or the Department for soil erosion and sedimentation activities under Part 615, Supervisor of Wells; Part 631, Reclamation of Mining Lands; or Part 632, Nonferrous Metallic Mineral Mining, of the NREPA, pursuant to the provisions of Section 9115 of Part 91 of the NREPA.

Part 91 permit means an SESC permit issued by a Part 91 agency pursuant to the provisions of Part 91 of the NREPA.

Partially treated sewage is any sewage, sewage and storm water, or sewage and wastewater, from domestic or industrial sources that is treated to a level less than that required by the permittee's NPDES permit, or that is not treated to national secondary treatment standards for wastewater, including discharges to surface waters from retention treatment facilities.

Point of discharge is the location of a point source discharge where storm water is discharged directly into a separate storm sewer system.

Point source discharge means a discharge from any discernible, confined, discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, or rolling stock. Changing the surface of land or establishing grading patterns on land will result in a point source discharge where the runoff from the site is ultimately discharged to waters of the state.

Polluting material means any material, in solid or liquid form, identified as a polluting material under the Part 5 Rules, Spillage of Oil and Polluting Materials, promulgated under Part 31 of the NREPA (R 324.2001 through R 324.2009 of the Michigan Administrative Code).

PART II

Section A. Definitions

POTW is a publicly owned treatment work.

Pretreatment is reducing the amount of pollutants, eliminating pollutants, or altering the nature of pollutant properties to a less harmful state prior to discharge into a public sewer. The reduction or alteration can be by physical, chemical, or biological processes, process changes, or by other means. Dilution is not considered pretreatment unless expressly authorized by an applicable National Pretreatment Standard for a particular industrial category.

Public (as used in the MS4 individual permit) means all persons who potentially could affect the authorized storm water discharges, including, but not limited to, residents, visitors to the area, public employees, businesses, industries, and construction contractors and developers.

Public body means the United States; the state of Michigan; a city, village, township, county, school district, public college or university, or single-purpose governmental agency; or any other body which is created by federal or state statute or law.

Qualified Personnel means an individual who meets qualifications acceptable to the Department and who is authorized by an Industrial Storm Water Certified Operator to collect the storm water sample.

Qualifying storm event means a storm event causing greater than 0.1 inch of rainfall and occurring at least 72 hours after the previous measurable storm event that also caused greater than 0.1 inch of rainfall. Upon request, the Department may approve an alternate definition meeting the condition of a qualifying storm event.

Quantification level means the measurement of the concentration of a contaminant obtained by using a specified laboratory procedure calculated at a specified concentration above the detection level. It is considered the lowest concentration at which a particular contaminant can be quantitatively measured using a specified laboratory procedure for monitoring of the contaminant.

Quarterly monitoring frequency refers to a three month period, defined as January through March, April through June, July through September, and October through December. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

Regional Administrator is the Region 5 Administrator, U.S. EPA, located at R-19J, 77 W. Jackson Blvd., Chicago, Illinois 60604.

Regulated area means the permittee's urbanized area, where urbanized area is defined as a place and its adjacent densely-populated territory that together have a minimum population of 50,000 people as defined by the United States Bureau of the Census and as determined by the latest available decennial census.

Secondary containment structure means a unit, other than the primary container, in which significant materials are packaged or held, which is required by State or Federal law to prevent the escape of significant materials by gravity into sewers, drains, or otherwise directly or indirectly into any sewer system or to the surface waters or groundwaters of the state.

Separate storm sewer system means a system of drainage, including, but not limited to, roads, catch basins, curbs, gutters, parking lots, ditches, conduits, pumping devices, or man-made channels, which is not a combined sewer where storm water mixes with sanitary wastes, and is not part of a POTW.

Significant industrial user is a nondomestic user that: 1) is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or 2) discharges an average of 25,000 gallons per day or more of process wastewater to a POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the permittee as defined in 40 CFR 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's treatment plant operation or violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

PART II

Section A. Definitions

Significant materials means any material which could degrade or impair water quality, including but not limited to: raw materials; fuels; solvents, detergents, and plastic pellets; finished materials such as metallic products; hazardous substances designated under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (see 40 CFR 372.65); any chemical the facility is required to report pursuant to Section 313 of Emergency Planning and Community Right-to-Know Act (EPCRA); polluting materials as identified under the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code); Hazardous Wastes as defined in Part 111, Hazardous Waste Management, of the NREPA; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have the potential to be released with storm water discharges.

Significant spills and significant leaks means any release of a polluting material reportable under the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code).

Special-use area means secondary containment structures required by state or federal law; lands on Michigan's List of Sites of Environmental Contamination pursuant to Part 201, Environmental Remediation, of the NREPA; and/or areas with other activities that may contribute pollutants to the storm water for which the Department determines monitoring is needed.

Stoichiometric means the quantity of a reagent calculated to be necessary and sufficient for a given chemical reaction.

Storm water means storm water runoff, snow melt runoff, surface runoff and drainage, and non-storm water included under the conditions of this permit.

Storm water discharge point is the location where the point source discharge of storm water is directed to surface waters of the state or to a separate storm sewer. It includes the location of all point source discharges where storm water exits the facility, including *outfalls* which discharge directly to surface waters of the state, and *points of discharge* which discharge directly into separate storm sewer systems.

SWPPP means the Storm Water Pollution Prevention Plan prepared in accordance with this permit.

Tier I value means a value for aquatic life, human health or wildlife calculated under R 323.1057 of the Water Quality Standards using a tier I toxicity database.

Tier II value means a value for aquatic life, human health or wildlife calculated under R 323.1057 of the Water Quality Standards using a tier II toxicity database.

Total maximum daily loads (TMDLs) are required by the Clean Water Act for waterbodies that do not meet water quality standards. TMDLs represent the maximum daily load of a pollutant that a waterbody can assimilate and meet water quality standards, and an allocation of that load among point sources, nonpoint sources, and a margin of safety.

Toxicity reduction evaluation (TRE) means a site-specific study conducted in a stepwise process designed to identify the causative agents of effluent toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity.

Water Quality Standards means the Part 4 Water Quality Standards promulgated pursuant to Part 31 of the NREPA, being R 323.1041 through R 323.1117 of the Michigan Administrative Code.

Weekly monitoring frequency refers to a calendar week which begins on Sunday and ends on Saturday. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

WWSL is a wastewater stabilization lagoon.

PART II

Section A. Definitions

WWSL discharge event is a discrete occurrence during which effluent is discharged to the surface water up to 10 days of a consecutive 14 day period.

3-portion composite sample is a sample consisting of three equal-volume grab samples collected at equal intervals over an 8-hour period.

7-day concentration
FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – The 7-day concentration is the sum of the daily concentrations determined during any 7 consecutive days of discharge during a WWSL discharge event divided by the number of daily concentrations determined. If the number of daily concentrations determined during the WWSL discharge event is less than 7 days, the number of actual daily concentrations determined shall be used for the calculation. The calculated 7-day concentration will be used to determine compliance with any maximum 7-day concentration limitations. When required by the permit, report the maximum calculated 7-day concentration for the WWSL discharge event in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the DMR. If the WWSL discharge event was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – The 7-day concentration is the sum of the daily concentrations determined during any 7 consecutive days in a reporting month divided by the number of daily concentrations determined. If the number of daily concentrations determined is less than 7, the actual number of daily concentrations determined shall be used for the calculation. The calculated 7-day concentration will be used to determine compliance with any maximum 7-day concentration limitations in the reporting month. When required by the permit, report the maximum calculated 7-day concentration for the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the DMR. The first 7-day calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

7-day loading
FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – The 7-day loading is the sum of the daily loadings determined during any 7 consecutive days of discharge during a WWSL discharge event divided by the number of daily loadings determined. If the number of daily loadings determined during the WWSL discharge event is less than 7 days, the number of actual daily loadings determined shall be used for the calculation. The calculated 7-day loading will be used to determine compliance with any maximum 7-day loading limitations. When required by the permit, report the maximum calculated 7-day loading for the WWSL discharge event in the "MAXIMUM" column under "QUANTITY OR LOADING" on the DMR. If the WWSL discharge event was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – The 7-day loading is the sum of the daily loadings determined during any 7 consecutive days in a reporting month divided by the number of daily loadings determined. If the number of daily loadings determined is less than 7, the actual number of daily loadings determined shall be used for the calculation. The calculated 7-day loading will be used to determine compliance with any maximum 7-day loading limitations in the reporting month. When required by the permit, report the maximum calculated 7-day loading for the month in the "MAXIMUM" column under "QUANTITY OR LOADING" on the DMR. The first 7-day calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

24-hour composite sample is a flow-proportioned composite sample consisting of hourly or more frequent portions that are taken over a 24-hour period. A time-proportioned composite sample may be used upon approval of the Department if the permittee demonstrates it is representative of the discharge.

PART II

Section B. Monitoring Procedures

1. Representative Samples

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

2. Test Procedures

Test procedures for the analysis of pollutants shall conform to regulations promulgated pursuant to Section 304(h) of the Clean Water Act (40 CFR Part 136 – Guidelines Establishing Test Procedures for the Analysis of Pollutants), unless specified otherwise in this permit. **Test procedures used shall be sufficiently sensitive to determine compliance with applicable effluent limitations**. Requests to use test procedures not promulgated under 40 CFR Part 136 for pollutant monitoring required by this permit shall be made in accordance with the Alternate Test Procedures regulations specified in 40 CFR 136.4. These requests shall be submitted to the Manager of the Permits Section, Water Resources Division, Michigan Department of Environment, Great Lakes, and Energy, P.O. Box 30458, Lansing, Michigan, 48909-7958. The permittee may use such procedures upon approval.

The permittee shall periodically calibrate and perform maintenance procedures on all analytical instrumentation at intervals to ensure accuracy of measurements. The calibration and maintenance shall be performed as part of the permittee's laboratory Quality Assurance/Quality Control program.

3. Instrumentation

The permittee shall periodically calibrate and perform maintenance procedures on all monitoring instrumentation at intervals to ensure accuracy of measurements.

4. Recording Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information: 1) the exact place, date, and time of measurement or sampling; 2) the person(s) who performed the measurement or sample collection; 3) the dates the analyses were performed; 4) the person(s) who performed the analyses; 5) the analytical techniques or methods used; 6) the date of and person responsible for equipment calibration; and 7) the results of all required analyses.

5. Records Retention

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years, or longer if requested by the Regional Administrator or the Department.

PART II

Section C. Reporting Requirements

1. Start-Up Notification

If the permittee will not discharge during the first 60 days following the effective date of this permit, the permittee shall notify the Department within 14 days following the effective date of this permit, and then 60 days prior to the commencement of the discharge.

2. Submittal Requirements for Self-Monitoring Data

Part 31 of the NREPA (specifically Section 324.3110(7)); and R 323.2155(2) of Part 21, Wastewater Discharge Permits, promulgated under Part 31 of the NREPA, allow the Department to specify the forms to be utilized for reporting the required self-monitoring data. Unless instructed on the effluent limitations page to conduct "Retained Self-Monitoring," the permittee shall submit self-monitoring data via the Department's MiWaters system.

The permittee shall utilize the information provided on the MiWaters website, located at https://miwaters.deq.state.mi.us, to access and submit the electronic forms. Both monthly summary and daily data shall be submitted to the Department no later than the 20th day of the month following each month of the authorized discharge period(s). The permittee may be allowed to submit the electronic forms after this date if the Department has granted an extension to the submittal date.

3. Retained Self-Monitoring Requirements

If instructed on the effluent limits page (or otherwise authorized by the Department in accordance with the provisions of this permit) to conduct retained self-monitoring, the permittee shall maintain a year-to-date log of retained self-monitoring results and, upon request, provide such log for inspection to the staff of the Department. Retained self-monitoring results are public information and shall be promptly provided to the public upon request.

The permittee shall certify, in writing, to the Department, on or before January 10th (April 1st for animal feeding operation facilities) of each year, that: 1) all retained self-monitoring requirements have been complied with and a year-to-date log has been maintained; and 2) the application on which this permit is based still accurately describes the discharge. With this annual certification, the permittee shall submit a summary of the previous year's monitoring data. The summary shall include maximum values for samples to be reported as daily maximums and/or monthly maximums and minimum values for any daily minimum samples.

Retained self-monitoring may be denied to a permittee by notification in writing from the Department. In such cases, the permittee shall submit self-monitoring data in accordance with Part II.C.2., above. Such a denial may be rescinded by the Department upon written notification to the permittee. Reissuance or modification of this permit or reissuance or modification of an individual permittee's authorization to discharge shall not affect previous approval or denial for retained self-monitoring unless the Department provides notification in writing to the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report. Such increased frequency shall also be indicated.

PART II

Section C. Reporting Requirements

Monitoring required pursuant to Part 41 of the NREPA or Rule 35 of the Mobile Home Park Commission Act, 1987 PA 96, as amended, for assurance of proper facility operation shall be submitted as required by the Department.

5. Compliance Dates Notification

Within 14 days of every compliance date specified in this permit, the permittee shall submit a *written* notification to the Department indicating whether or not the particular requirement was accomplished. If the requirement was not accomplished, the notification shall include an explanation of the failure to accomplish the requirement, actions taken or planned by the permittee to correct the situation, and an estimate of when the requirement will be accomplished. If a written report is required to be submitted by a specified date and the permittee accomplishes this, a separate written notification is not required.

6. Noncompliance Notification

Compliance with all applicable requirements set forth in the Clean Water Act, Parts 31 and 41 of the NREPA, and related regulations and rules is required. All instances of noncompliance shall be reported as follows:

a. 24-Hour Reporting
Any noncompliance which may endanger health or the environment (including maximum and/or minimum daily concentration discharge limitation exceedances) shall be reported, verbally, within 24 hours from the time the permittee becomes aware of the noncompliance. A written submission shall also be provided within five (5) days.

b. Other Reporting
The permittee shall report, in writing, all other instances of noncompliance not described in a. above at the time monitoring reports are submitted; or, in the case of retained self-monitoring, within five (5) days from the time the permittee becomes aware of the noncompliance.

Written reporting shall include: 1) a description of the discharge and cause of noncompliance; and 2) the period of noncompliance, including exact dates and times, or, if not yet corrected, the anticipated time the noncompliance is expected to continue, and the steps taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

7. Spill Notification

The permittee shall immediately report any release of any polluting material which occurs to the surface waters or groundwaters of the state, unless the permittee has determined that the release is not in excess of the threshold reporting quantities specified in the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code), by calling the Department at the number indicated on the second page of this permit (or, if this is a general permit, on the COC); or, if the notice is provided after regular working hours, call the Department's 24-hour Pollution Emergency Alerting System telephone number, 1-800-292-4706 (calls from **out-of-state** call 1-517-373-7660).

Within ten (10) days of the release, the permittee shall submit to the Department a full written explanation as to the cause of the release, the discovery of the release, response (clean-up and/or recovery) measures taken, and preventive measures taken or a schedule for completion of measures to be taken to prevent reoccurrence of similar releases.

PART II

Section C. Reporting Requirements

8. Upset Noncompliance Notification

If a process "upset" (defined as an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee) has occurred, the permittee who wishes to establish the affirmative defense of upset, shall notify the Department by telephone within 24 hours of becoming aware of such conditions; and within five (5) days, provide in writing, the following information:

a. that an upset occurred and that the permittee can identify the specific cause(s) of the upset;

b. that the permitted wastewater treatment facility was, at the time, being properly operated and maintained (note that an upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation); and

c. that the permittee has specified and taken action on all responsible steps to minimize or correct any adverse impact in the environment resulting from noncompliance with this permit.

No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

In any enforcement proceedings, the permittee, seeking to establish the occurrence of an upset, has the burden of proof.

9. Bypass Prohibition and Notification

a. Bypass Prohibition
Bypass is prohibited, and the Department may take an enforcement action, unless:

1) bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

2) there were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass; and

3) the permittee submitted notices as required under 9.b. or 9.c. below.

b. Notice of Anticipated Bypass
If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least ten (10) days before the date of the bypass, and provide information about the anticipated bypass as required by the Department. The Department may approve an anticipated bypass, after considering its adverse effects, if it will meet the three (3) conditions listed in 9.a. above.

c. Notice of Unanticipated Bypass
The permittee shall submit notice to the Department of an unanticipated bypass by calling the Department at the number indicated on the second page of this permit (if the notice is provided after regular working hours, call: 1-800-292-4706) as soon as possible, but no later than 24 hours from the time the permittee becomes aware of the circumstances.

PART II

Section C. Reporting Requirements

d. Written Report of Bypass
A written submission shall be provided within five (5) working days of commencing any bypass to the Department, and at additional times as directed by the Department. The written submission shall contain a description of the bypass and its cause; the period of bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass; and other information as required by the Department.

e. Bypass Not Exceeding Limitations
The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to ensure efficient operation. These bypasses are not subject to the provisions of 9.a., 9.b., 9.c., and 9.d., above. This provision does not relieve the permittee of any notification responsibilities under Part II.C.11. of this permit.

f. Definitions

1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

10. Bioaccumulative Chemicals of Concern (BCC)

Consistent with the requirements of R 323.1098 and R 323.1215 of the Michigan Administrative Code, the permittee is prohibited from undertaking any action that would result in a lowering of water quality from an increased loading of a BCC unless an increased use request and antidegradation demonstration have been submitted and approved by the Department.

11. Notification of Changes in Discharge

The permittee shall notify the Department, in writing, as soon as possible but no later than 10 days of knowing, or having reason to believe, that any activity or change has occurred or will occur which would result in the discharge of: 1) detectable levels of chemicals on the current Michigan Critical Materials Register, priority pollutants or hazardous substances set forth in 40 CFR 122.21, Appendix D, or the Pollutants of Initial Focus in the Great Lakes Water Quality Initiative specified in 40 CFR 132.6, Table 6, which were not acknowledged in the application or listed in the application at less than detectable levels; 2) detectable levels of any other chemical not listed in the application or listed at less than detection, for which the application specifically requested information; or 3) any chemical at levels greater than five times the average level reported in the complete application (see the first page of this permit, for the date(s) the complete application was submitted). Any other monitoring results obtained as a requirement of this permit shall be reported in accordance with the compliance schedules.

PART II

Section C. Reporting Requirements

12. Changes in Facility Operations

Any anticipated action or activity, including but not limited to facility expansion, production increases, or process modification, which will result in new or increased loadings of pollutants to the receiving waters must be reported to the Department by a) submission of an increased use request (application) and all information required under R 323.1098 (Antidegradation) of the Water Quality Standards or b) by notice if the following conditions are met: 1) the action or activity will not result in a change in the types of wastewater discharged or result in a greater quantity of wastewater than currently authorized by this permit; 2) the action or activity will not result in violations of the effluent limitations specified in this permit; 3) the action or activity is not prohibited by the requirements of Part II.C.10.; and 4) the action or activity will not require notification pursuant to Part II.C.11. Following such notice, the permit or, if applicable, the facility's COC may be modified according to applicable laws and rules to specify and limit any pollutant not previously limited.

13. Transfer of Ownership or Control

In the event of any change in control or ownership of facilities from which the authorized discharge emanates, the permittee shall submit to the Department 30 days prior to the actual transfer of ownership or control a written agreement between the current permittee and the new permittee containing: 1) the legal name and address of the new owner; 2) a specific date for the effective transfer of permit responsibility, coverage and liability; and 3) a certification of the continuity of or any changes in operations, wastewater discharge, or wastewater treatment.

If the new permittee is proposing changes in operations, wastewater discharge, or wastewater treatment, the Department may propose modification of this permit in accordance with applicable laws and rules.

14. Operations and Maintenance Manual

For wastewater treatment facilities that serve the public (and are thus subject to Part 41 of the NREPA), Section 4104 of Part 41 and associated Rule 2957 of the Michigan Administrative Code allow the Department to require an Operations and Maintenance (O&M) Manual from the facility. An up-to-date copy of the O&M Manual shall be kept at the facility and shall be provided to the Department upon request. The Department may review the O&M Manual in whole or in part at its discretion and require modifications to it if portions are determined to be inadequate.

At a minimum, the O&M Manual shall include the following information: permit standards; descriptions and operation information for all equipment; staffing information; laboratory requirements; record keeping requirements; a maintenance plan for equipment; an emergency operating plan; safety program information; and copies of all pertinent forms, as-built plans, and manufacturer's manuals.

Certification of the existence and accuracy of the O&M Manual shall be submitted to the Department at least sixty days prior to start-up of a new wastewater treatment facility. Recertification shall be submitted sixty days prior to start-up of any substantial improvements or modifications made to an existing wastewater treatment facility.

PART II

Section C. Reporting Requirements

15. Signatory Requirements

All applications, reports, or information submitted to the Department in accordance with the conditions of this permit and that require a signature shall be signed and certified as described in the Clean Water Act and the NREPA.

The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

The NREPA (Section 3115(2)) provides that a person who at the time of the violation knew or should have known that he or she discharged a substance contrary to this part, or contrary to a permit, COC, or order issued or rule promulgated under this part, or who intentionally makes a false statement, representation, or certification in an application for or form pertaining to a permit or COC or in a notice or report required by the terms and conditions of an issued permit or COC, or who intentionally renders inaccurate a monitoring device or record required to be maintained by the Department, is guilty of a felony and shall be fined not less than $2,500.00 or more than $25,000.00 for each violation. The court may impose an additional fine of not more than $25,000.00 for each day during which the unlawful discharge occurred. If the conviction is for a violation committed after a first conviction of the person under this subsection, the court shall impose a fine of not less than $25,000.00 per day and not more than $50,000.00 per day of violation. Upon conviction, in addition to a fine, the court in its discretion may sentence the defendant to imprisonment for not more than 2 years or impose probation upon a person for a violation of this part. With the exception of the issuance of criminal complaints, issuance of warrants, and the holding of an arraignment, the circuit court for the county in which the violation occurred has exclusive jurisdiction. However, the person shall not be subject to the penalties of this subsection if the discharge of the effluent is in conformance with and obedient to a rule, order, permit, or COC of the Department. In addition to a fine, the attorney general may file a civil suit in a court of competent jurisdiction to recover the full value of the injuries done to the natural resources of the state and the costs of surveillance and enforcement by the state resulting from the violation.

16. Electronic Reporting

Upon notice by the Department that electronic reporting tools are available for specific reports or notifications, the permittee shall submit electronically all such reports or notifications as required by this permit, on forms provided by the Department.

PART II

Section D. Management Responsibilities

1. Duty to Comply

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit, more frequently than, or at a level in excess of, that authorized, shall constitute a violation of the permit.

It is the duty of the permittee to comply with all the terms and conditions of this permit. Any noncompliance with the Effluent Limitations, Special Conditions, or terms of this permit constitutes a violation of the NREPA and/or the Clean Water Act and constitutes grounds for enforcement action; for permit or Certificate of Coverage (COC) termination, revocation and reissuance, or modification; or denial of an application for permit or COC renewal.

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

2. Operator Certification

The permittee shall have the waste treatment facilities under direct supervision of an operator certified at the appropriate level for the facility certification by the Department, as required by Sections 3110 and 4104 of the NREPA. Permittees authorized to discharge storm water shall have the storm water treatment and/or control measures under direct supervision of a storm water operator certified by the Department, as required by Section 3110 of the NREPA.

3. Facilities Operation

The permittee shall, at all times, properly operate and maintain all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes adequate laboratory controls and appropriate quality assurance procedures.

4. Power Failures

In order to maintain compliance with the effluent limitations of this permit and prevent unauthorized discharges, the permittee shall either:

a. provide an alternative power source sufficient to operate facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit; or

b. upon the reduction, loss, or failure of one or more of the primary sources of power to facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit, the permittee shall halt, reduce or otherwise control production and/or all discharge in order to maintain compliance with the effluent limitations and conditions of this permit.

5. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any adverse impact to the surface waters or groundwaters of the state resulting from noncompliance with any effluent limitation specified in this permit including, but not limited to, such accelerated or additional monitoring as necessary to determine the nature and impact of the discharge in noncompliance.

PART II

Section D. Management Responsibilities

6. Containment Facilities

The permittee shall provide facilities for containment of any accidental losses of polluting materials in accordance with the requirements of the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code). For a POTW, these facilities shall be approved under Part 41 of the NREPA.

7. Waste Treatment Residues

Residuals (i.e. solids, sludges, biosolids, filter backwash, scrubber water, ash, grit, or other pollutants or wastes) removed from or resulting from treatment or control of wastewaters, including those that are generated during treatment or left over after treatment or control has ceased, shall be disposed of in an environmentally compatible manner and according to applicable laws and rules. These laws may include, but are not limited to, the NREPA, Part 31 for protection of water resources, Part 55 for air pollution control, Part 111 for hazardous waste management, Part 115 for solid waste management, Part 121 for liquid industrial wastes, Part 301 for protection of inland lakes and streams, and Part 303 for wetlands protection. Such disposal shall not result in any unlawful pollution of the air, surface waters or groundwaters of the state.

8. Right of Entry

The permittee shall allow the Department, any agent appointed by the Department, or the Regional Administrator, upon the presentation of credentials and, for animal feeding operation facilities, following appropriate biosecurity protocols:

a. to enter upon the permittee's premises where an effluent source is located or any place in which records are required to be kept under the terms and conditions of this permit; and

b. at reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect process facilities, treatment works, monitoring methods and equipment regulated or required under this permit; and to sample any discharge of pollutants.

9. Availability of Reports

Except for data determined to be confidential under Section 308 of the Clean Water Act and Rule 2128 (R 323.2128 of the Michigan Administrative Code), all reports prepared in accordance with the terms of this permit, shall be available for public inspection at the offices of the Department and the Regional Administrator. As required by the Clean Water Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Clean Water Act and Sections 3112, 3115, 4106 and 4110 of the NREPA.

10. Duty to Provide Information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or the facility's COC, or to determine compliance with this permit. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by this permit.

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

PART II

Section E. Activities Not Authorized by This Permit

1. Discharge to the Groundwaters

This permit does not authorize any discharge to the groundwaters. Such discharge may be authorized by a groundwater discharge permit issued pursuant to the NREPA.

2. POTW Construction

This permit does not authorize or approve the construction or modification of any physical structures or facilities at a POTW. Approval for the construction or modification of any physical structures or facilities at a POTW shall be by permit issued under Part 41 of the NREPA.

3. Civil and Criminal Liability

Except as provided in permit conditions on "Bypass" (Part II.C.9. pursuant to 40 CFR 122.41(m)), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to factors beyond the permittee's control, such as accidents, equipment breakdowns, or labor disputes.

4. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee may be subject under Section 311 of the Clean Water Act except as are exempted by federal regulations.

5. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Clean Water Act.

6. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize violation of any federal, state or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any other Department of Environment, Great Lakes, and Energy permits, or approvals from other units of government as may be required by law.

Appendix 3

City of Jackson Wastewater Treatment Plant
2024 CWSRF Planning Document
Appendix 3.A - Opinion of Probable Cost - Grit System: Alternative 3

Item	Unit	Quantity	2025 Construction Cost
Demolition and Removal			
Demolition of Existing Equipment	lump sum	1	$63,000
Total Demolition & Removal =			**$63,000**
Site Civil			
Site work (Grading and Landscaping)	lump sum	1	$26,000
Excavation/Backfill	lump sum	1	$126,000
Paving	ft^2	300	$7,000
Total Site Civil =			**$159,000**
Headworks			
Grit Equipment	lump sum	1	$975,000
Concrete (channel walls, slab)	yd^3	500	$692,000
Mechanical H&V	lump sum	1	$378,000
Electrical	lump sum	1	$95,000
Process Piping, valves, fittings	lump sum	1	$83,000
Sluice Gates and Stop Plates	Each	4	$262,000
Grating	lump sum	1	$95,000
Guardrail	lump sum	1	$124,000
Total Headworks =			**$2,704,000**
Miscellaneous			
Flushing grit from 60" interceptor	lump sum	1	$642,000
Dewatering	lump sum	1	$70,000
Temporary Pumping	lump sum	1	$516,000
Total Miscellaneous =			**$1,228,000**
Subtotal			**$4,154,000**
Contractor's GC (included in line items)	Percentage of Total	13%	
Contractor OH&P (included in line items)	Percentage of Total	5%	
Subtotal Construction Cost Estimate			**$4,154,000**
Bond Costs	Percentage of Total	2%	$96,000
Contingency (Construction, Estimating, Design)	Percentage of Total	35%	$1,672,000
Total Construction Budget			**$5,922,000**
Engineering	Percentage of Total	15%	$637,000
Probable Project Cost			**$6,559,000**

City of Jackson Wastewater Treatment Plant
2024 CWSRF Planning Document
Appendix 3.B - Opinion of Probable Cost - Storm Pump Building: Alternative 2

Item	Unit	Quantity	2025 Construction Cost
Demolition and Removal			
Demolition of Existing Equipment	lump sum	1	$27,000
Total Demolition & Removal =			**$27,000**
Building			
Windows and Lintels	lump sum	1	$18,000
Roof	lump sum	1	$29,000
Access Hatches	lump sum	1	$21,000
Finishes	lump sum	1	$16,000
Mechanicl H&V	lump sum	1	$27,000
Lighting	lump sum	1	$12,000
Total Buillding =			**$111,000**
Process and Electrical			
Pumps	each	2	$477,000
Knife Gate Valves, pneumatically actuated	each	3	$64,000
Pnuematic air compressor	lump sum	1	$8,000
Instrumentation	lump sum	1	$4,000
Electrical MCC and VFDs	lump sum	1	$303,000
Total Process and Electrical =			**$856,000**
Subtotal			**$994,000**
Contractor's GC (included in line items)	Percentage of Total	13%	
Contractor OH&P (included in line items)	Percentage of Total	5%	
Subtotal Construction Cost Estimate			**$994,000**
Bond Costs	Percentage of Total	2%	$23,000
Contingency (Construction, Estimating, Design)	Percentage of Total	35%	$402,000
Total Construction Budget			**$1,419,000**
Engineering	Percentage of Total	15%	$153,000
Probable Project Cost			**$1,572,000**

City of Jackson Wastewater Treatment Plant
2024 CWSRF Planning Document
Appendix 3.C - Opinion of Probable Cost - Control Vault and Retention Basin Flow: Alternative 2

Item	Unit	Quantity	2025 Construction Cost
Demolition and Removal			
Demolition of Existing Equipment	Each	1	$13,000
Concrete Demolition	lump sum	1	$7,000
Cleaning and Restoration	lump sum	1	$20,000
Total Demolition & Removal =			**$40,000**
Site/Building			
Site work (Grading and Landscaping)	lump sum	1	$26,000
Excavation/Backfill	lump sum	1	$20,000
Concrete Floor Replacement	ft^2	300	$7,000
Total Site Civil=			**$53,000**
Process and Electrical			
24" Cone Valve	Each	1	$440,000
24" Knife Gate Valves	Each	2	$74,000
18" Flow Meter and valves	Each	1	$95,000
Piping	lump sum	1	$126,000
Electrical and Controls	lump sum	1	$309,000
Total Process and Electrical =			**$1,044,000**
Subtotal			**$1,137,000**
Contractor's GC (included in line items)	Percentage of Total	13%	
Contractor OH&P (included in line items)	Percentage of Total	5%	
Subtotal Construction Cost Estimate			**$1,137,000**
Bond Costs	Percentage of Total	2%	$27,000
Contingency (Construction, Estimating, Design)	Percentage of Total	35%	$456,000
Total Construction Budget			**$1,620,000**
Engineering	Percentage of Total	15%	$180,000
Probable Project Cost			**$1,800,000**

City of Jackson Wastewater Treatment Plant
2024 CWSRF Planning Document
Appendix 3.D - Opinion of Probable Cost - Final Clarifiers: Alternative 2

Item	Unit	Quantity	2025 Construction Cost
Demolition and Removal			
Demolition of Existing Equipment	Each	7	$440,000
Cleaning and Restoration	lump sum	1	$39,000
Total Demolition & Removal=			**$479,000**
Final Clarifiers			
Tank Rehabilitation	Each	7	$837,000
Concrete channel	lump sum	1	$63,000
Clarifier Equipment	Each	7	$3,211,000
Clarifier Weirs and Baffles	Each	7	$537,000
Electrical	Each	7	$309,000
Tank Grating and Railings	lump sum	1	$189,000
Isolation Gates (Tanks 5 and 6)	Each	2	$63,000
Total Final Clarifiers =			**$5,209,000**
Subtotal			**$5,688,000**
Contractor's GC (included in line items)	Percentage of Total	13%	
Contractor OH&P (included in line items)	Percentage of Total	5%	
Subtotal Construction Cost Estimate			**$5,688,000**
Bond Costs	Percentage of Total	2%	$132,000
Contingency (Construction, Estimating, Design)	Percentage of Total	35%	$2,295,000
Total Construction Budget			**$8,115,000**
Engineering	Percentage of Total	15%	$880,000
Probable Project Cost			**$8,995,000**

City of Jackson Wastewater Treatment Plant
2024 CWSRF Planning Document
Appendix 3.E - Opinion of Probable Cost - Disinfection: Alternative 2

Item	Unit	Quantity	2025 Construction Cost
Demolition and Removal			
Demolition of Existing Equipment	Each	1	$7,000
Concrete Demolition	lump sum	1	$21,000
Cleaning and Restoration	lump sum	1	$39,000
Total Demolition & Removal=			**$67,000**
UV Disinfection			
Bar Screen	Each	3	$58,000
Concrete Channel - Fill and Forming	lump sum	1	$139,000
Building	ft^2	2,800	$880,000
UV Equipment and Controller	lump sum	1	$755,000
Flow Meters	Each	3	$137,000
Electrical	lump sum	1	$108,000
Channel Grating and Railings	lump sum	1	$63,000
Weirs and Baffles	lump sum	1	$76,000
Isolation Gates	Each	2	$202,000
Total UV Disinfection =			**$2,418,000**
	$26	6	
Subtotal	30		**$2,485,000**
Contractor's GC (included in line items)	Percentage of Total	13%	
Contractor OH&P (included in line items)	Percentage of Total	5%	
Subtotal Construction Cost Estimate			**$2,485,000**
Bond Costs	Percentage of Total	2%	$58,000
Contingency (Construction, Estimating, Design)	Percentage of Total	35%	$1,000,000
Total Construction Budget			**$3,543,000**
Engineering	Percentage of Total	15%	$390,000
Probable Project Cost			**$3,933,000**

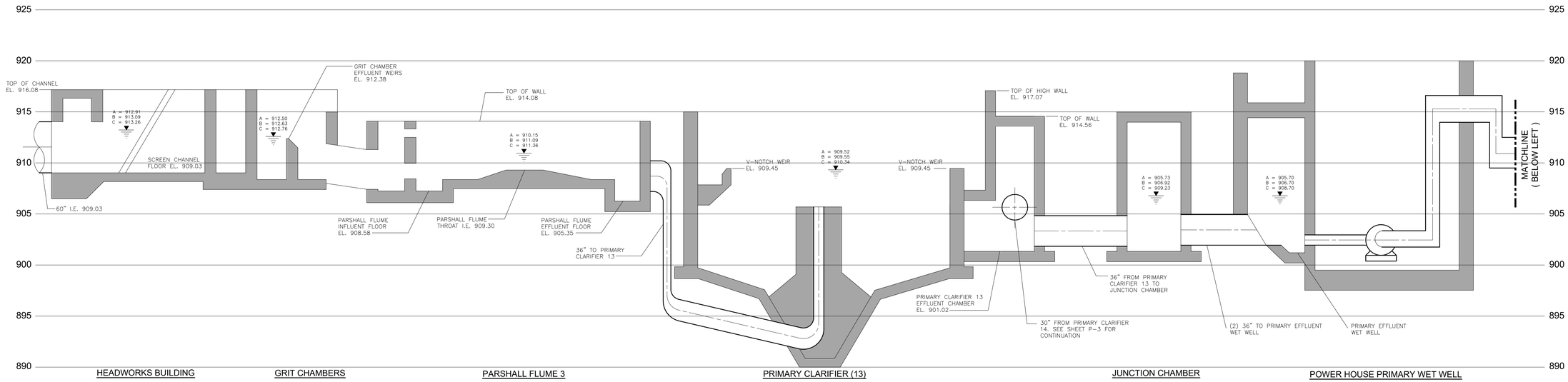
City of Jackson Wastewater Treatment Plant
2024 CWSRF Planning Document
Appendix 3.F - Opinion of Probable Cost - Standby Power: Alternative 3

Item	Unit	Quantity	2025 Construction Cost
Demolition and Removal			
Demolition of Existing Equipment	lump sum	1	$7,000
Cleaning and Restoration	lump sum	1	$7,000
Total Demolition & Removal =			**$14,000**
Generator			
Generator - 800A, Diesel	lump sum	1	$830,000
Concrete Pad	lump sum	1	$10,000
Conduit and Conductors	lump sum	1	$52,000
Total Generator =			**$892,000**
Subtotal			**$906,000**
Contractor's GC (included in line items)	Percentage of Total	13%	
Contractor OH&P (included in line items)	Percentage of Total	5%	
Subtotal Construction Cost Estimate			**$906,000**
Bond Costs	Percentage of Total	2%	$21,000
Contingency (Construction, Estimating, Design)	Percentage of Total	35%	$364,000
Total Construction Budget			**$1,291,000**
Engineering	Percentage of Total	15%	$140,000
Probable Project Cost			**$1,431,000**

City of Jackson Wastewater Treatment Plant
2024 CWSRF Planning Document
Appendix 3.H - Opinion of Probable Cost - Digesters: Alternative 2

Item	Unit	Quantity	2025 Construction Cost
Demolition and Removal			
Demolition of Existing Equipment	Each	4	$252,000
Tank Cleaning	Each	8	$755,000
Total Demolition & Removal =			**$1,007,000**
Digesters			
Tank Concrete Rehabilitation	Each	4	$503,000
Building Improvements	Each	1	$252,000
Conversion of Floating to Fixed Cover (Nos. 4, 7, 8)	Each	3	$3,017,000
Mixing Equipment - Primary Digesters (Nos. 1, 4)	Each	2	$378,000
Heating Coils - Primary Digesters (Nos. 1, 4)	Each	2	$89,000
Pumps - Primary Digesters (Nos. 1, 4)	Each	2	$102,000
Electrical - MCC	lump sum	1	$353,000
Instrumentation and Controls	lump sum	1	$177,000
Metal Grating	lump sum	1	$63,000
Process Piping	Each	2	$378,000
Total Digesters =			**$5,312,000**
Subtotal			**$6,319,000**
Contractor's GC (included in line items)	Percentage of Total	13%	
Contractor OH&P (included in line items)	Percentage of Total	5%	
Subtotal Construction Cost Estimate			**$6,319,000**
Bond Costs	Percentage of Total	2%	$146,000
Contingency (Construction, Estimating, Design)	Percentage of Total	35%	$2,548,000
Total Construction Budget			**$9,013,000**
Engineering	Percentage of Total	15%	$970,000
Probable Project Cost			**$9,983,000**

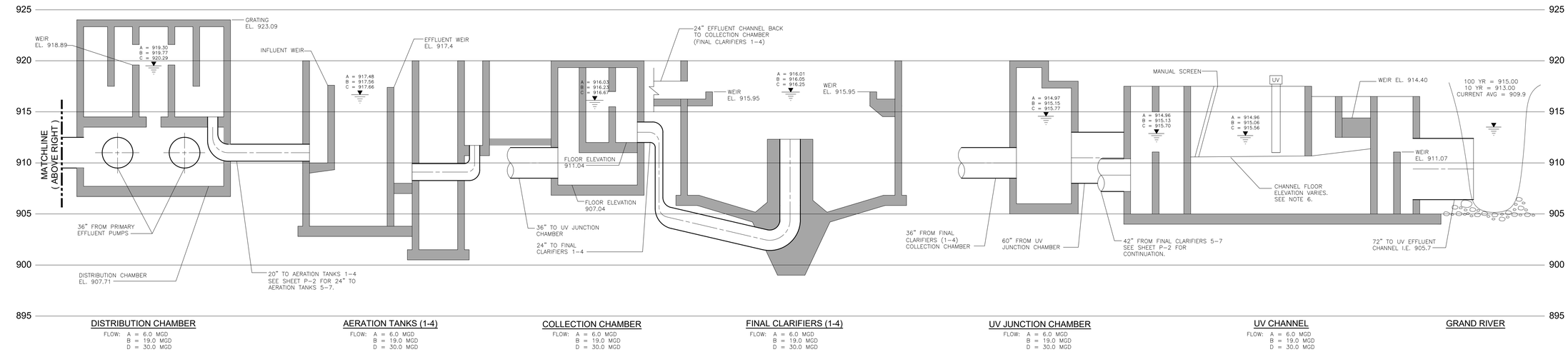
Appendix 4



HYDRAULIC PROFILE - WWTP FORWARD FLOW

PRELIMINARY TREATMENT, PRIMARY CLARIFIER 13, AND PRIMARY EFFLUENT WET WELL

SCALE: HORIZONTAL N.T.S
VERTICAL 1" = 5'



HYDRAULIC PROFILE - WWTP FORWARD FLOW

EAST AERATION TANKS 1-4, EAST FINAL CLARIFIERS 1-4, AND UV CHANNEL

SCALE: HORIZONTAL N.T.S
VERTICAL 1" = 5'

A. WWTP LOW FLOW = 6.0 MGD
B. WWTP PERMITTED DESIGN AVERAGE FLOW = 19.0 MGD
C. WET WEATHER FLOW = 34.0 MGD
D. PRIMARY EFFLUENT PUMPS FIRM CAPACITY = 30.0 MGD

NOTES:
1. PROFILE ON SHOWS TYPICAL FLOW THROUGH PRELIMINARY, PRIMARY, AND SECONDARY TREATMENT PROCESSES.
2. PROFILE ASSUMES (2) UV CHANNELS IN OPERATION.
3. CLARIFIERS AND AERATION BASINS NOT SHOWN ON THIS SHEET ARE SHOWN ON THE NEXT SHEET. SEE NOTES ON OTHER SHEETS FOR CONNECTIONS.
4. CALCULATIONS ASSUME A 60% RAS RETURN RATE IN THE AERATION BASINS, FINAL CLARIFIERS, AND DISTRIBUTION CHAMBER.
5. IN SOME CASES, SINGLE PIPES, STRUCTURES, AND TANKS ARE USED TO REPRESENT MULTIPLE STRUCTURES OF THE SAME ORIENTATION, SIZE, AND LAYOUT. CONSULT WWTP PROCESS FLOW DIAGRAMS FOR REFERENCE.
6. ELEVATIONS OF MAJOR HYDRAULIC GRADE LINE CONTROLLING STRUCTURES SUCH AS WEIRS, GATES, PIPE INVERTS, AND CHANNEL BOTTOMS WERE SURVEYED WHERE POSSIBLE USING SURVEY DATUM NAVD88 AND NGS MONUMENT Z331. UV CHANNEL BOTTOM WAS NOT SURVEYED AND WAS ASSUMED TO BE 910.58 BASED ON THE MOST RECENT 2017 UV DISINFECTION DRAWINGS.

PLOT INFO: Z:\2019\130790\SAVVCAD\CDP\0213079O.DWG LAYOUT: P-1 DATE: 12/18/2020 TIME: 8:20:13 AM USER: RAUSTIN

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City of Jackson
Jackson County, Michigan

Jackson WWTP Asset Management Plan

REVISIONS

Drawn By	RS2
Designer	RMA
Reviewer	EHS/JWR
Manager	JJB

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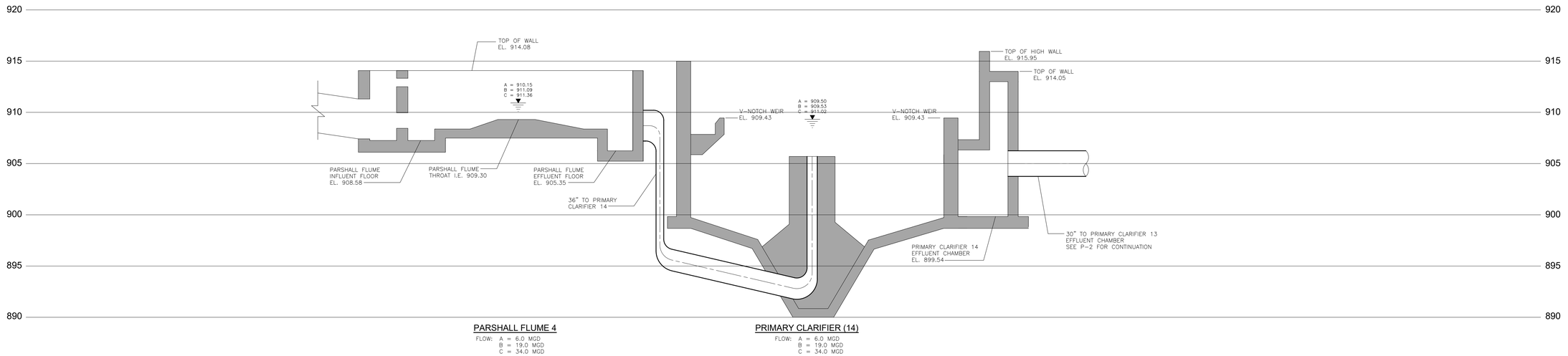
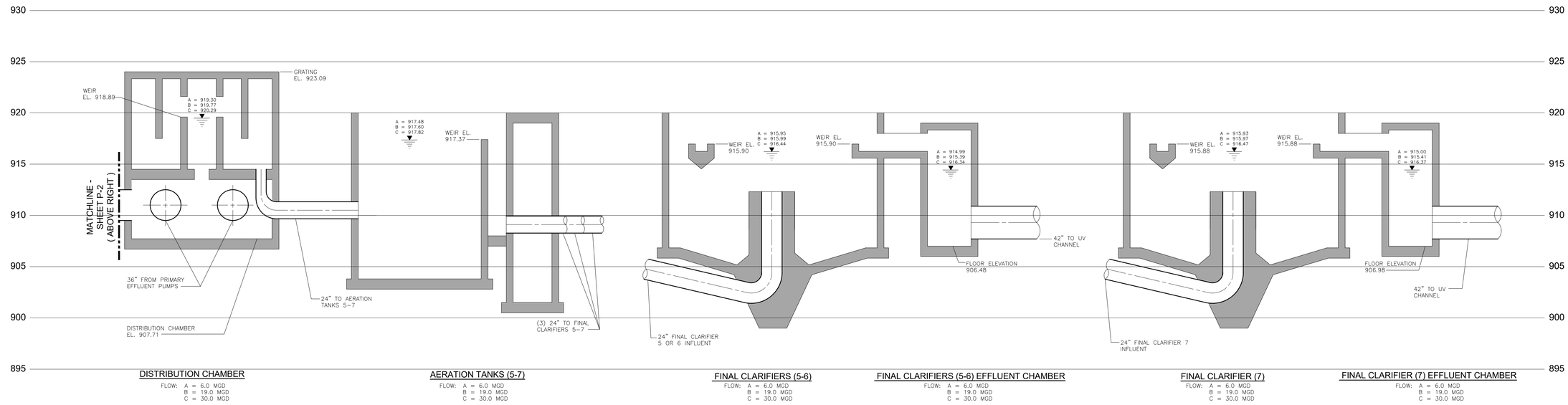


HYDRAULIC PROFILE - WWTP FORWARD FLOW

PARSHALL FLUME AND PRIMARY CLARIFIER 14

SCALE: HORIZONTAL N.T.S
VERTICAL 1" = 5'



HYDRAULIC PROFILE - WWTP FORWARD FLOW

WEST AERATION TANKS 5-7 AND WEST FINAL CLARIFIERS 5-7

SCALE: HORIZONTAL N.T.S
VERTICAL 1" = 5'

A. WWTP LOW FLOW = 6.0 MGD
B. WWTP PERMITTED DESIGN AVERAGE FLOW = 19.0 MGD
C. WET WEATHER FLOW = 34.0 MGD
D. PRIMARY EFFLUENT PUMPS FIRM CAPACITY = 30.0 MGD

NOTES:
1. PROFILE ON SHOWS TYPICAL FLOW THROUGH PRELIMINARY, PRIMARY, AND SECONDARY TREATMENT PROCESSES.
2. CLARIFIERS AND AERATION BASINS NOT SHOWN ON THIS SHEET ARE SHOWN ON PREVIOUS SHEET. SEE NOTES ON PREVIOUS SHEET FOR CONNECTIONS.
3. CALCULATIONS ASSUME A 60% RAS RETURN RATE IN THE AERATION BASINS, FINAL CLARIFIERS, AND DISTRIBUTION CHAMBER.
4. IN SOME CASES, SINGLE PIPES, STRUCTURES, AND TANKS ARE USED TO REPRESENT MULTIPLE STRUCTURES OF THE SAME ORIENTATION, SIZE, AND LAYOUT. CONSULT WWTP PROCESS FLOW DIAGRAMS FOR REFERENCE.
5. ELEVATIONS OF MAJOR HYDRAULIC GRADE LINE CONTROLLING STRUCTURES SUCH AS WEIRS, GATES, PIPE INVERTS, AND CHANNEL BOTTOMS WERE SURVEYED WHERE POSSIBLE USING SURVEY DATUM NAVD88 AND NGS MONUMENT Z331.

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City of Jackson
Jackson County, Michigan

Jackson WWTP Asset Management Plan

REVISIONS

Drawn By	RS2
Designer	RMA
Reviewer	EHS/JWR
Manager	JJB

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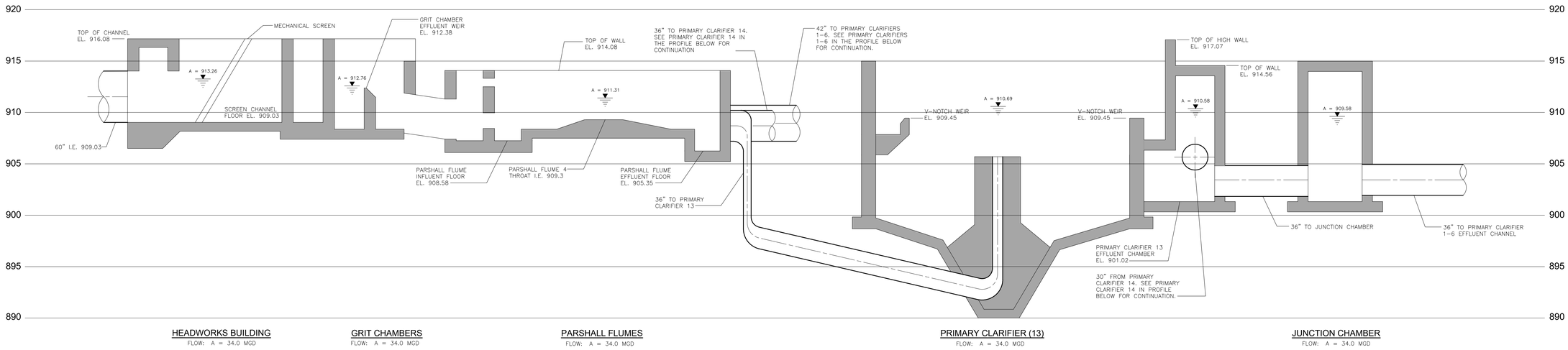
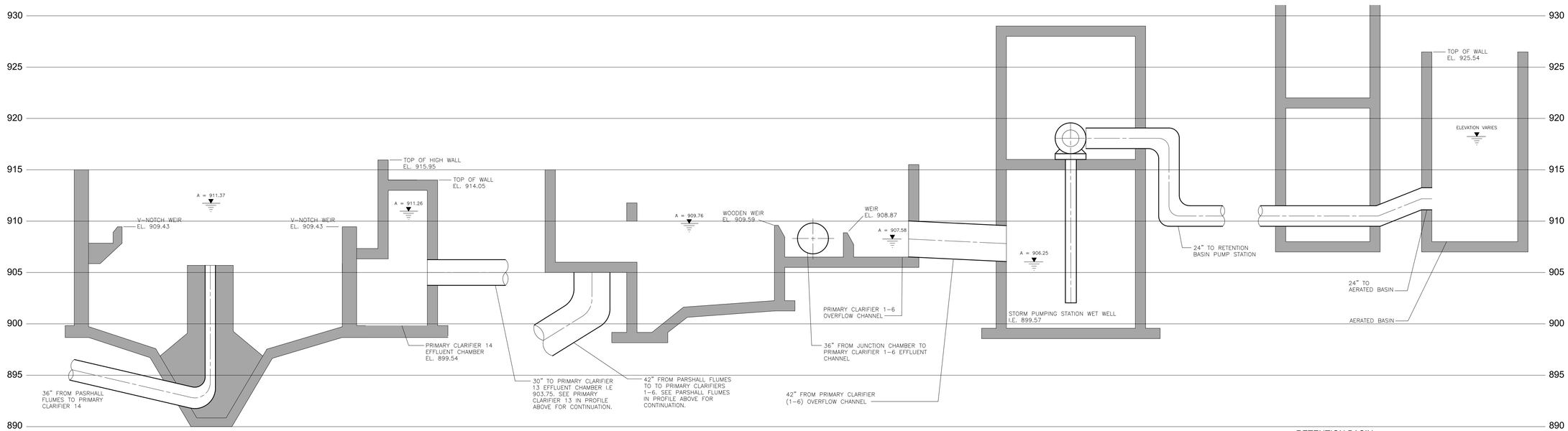


HYDRAULIC PROFILE - WWTP WET WEATHER FLOW

PRELIMINARY TREATMENT AND PRIMARY CLARIFIER 13

SCALE: HORIZONTAL N.T.S
VERTICAL 1" = 5'

A. PEAK PRIMARY TREATMENT CAPACITY OF 30.0 MGD + 4.0 MGD OF ADDITIONAL CAPACITY BYPASSED TO RETENTION BASIN.



HYDRAULIC PROFILE - WWTP WET WEATHER FLOW

PRIMARY CLARIFIERS 1-6, PRIMARY CLARIFIER 14, STORM PUMPING STATION, AND RETENTION BASIN

SCALE: HORIZONTAL N.T.S
VERTICAL 1" = 5'

A. PRIMARY EFFLUENT PUMPING CAPACITY OF 30.0 MGD + 4.0 MGD OF ADDITIONAL CAPACITY DIVERTED TO RETENTION BASIN.

NOTES:

1. PROFILE SHOWS WET WEATHER FLOW DIVERTED TO THE STORM PUMPING STATION. AS LEVEL IN THE PRIMARY EFFLUENT WET WELL RISES, FLOW IS DIVERTED OVER THE OVERFLOW WEIR IN PRIMARY CLARIFIERS 1-6 AND INTO THE STORM PUMPING STATION.
2. THE FIRM CAPACITY OF THE PRIMARY EFFLUENT PUMPS IS 30.0 MGD. THEREFORE, AT A FLOW OF 34.0 MGD, 30 MGD IS PUMPED INTO SECONDARY TREATMENT WHILE THE REMAINING 4.0 MGD IS DIVERTED TO THE STORM PUMPING STATION.
3. IN SOME CASES, SINGLE PIPES, STRUCTURES, AND TANKS ARE USED TO REPRESENT MULTIPLE STRUCTURES OF THE SAME ORIENTATION, SIZE, AND LAYOUT. CONSULT WWTP PROCESS FLOW DIAGRAMS FOR REFERENCE.
4. ELEVATIONS OF MAJOR HYDRAULIC GRADE LINE CONTROLLING STRUCTURES SUCH AS WEIRS, GATES, PIPE INVERTS, AND CHANNEL BOTTOMS WERE SURVEYED WHERE POSSIBLE USING SURVEY DATUM NAVD88 AND NGS MONUMENT Z331.
5. PROFILE ASSUMES THE PARSHALL FLUME TO PRIMARY CLARIFIERS 1-6 IS OPEN AND FLOW IS SPLIT EVENLY BETWEEN PRIMARY CLARIFIERS 13, 14, AND 1-6.
6. PROFILE DOES NOT DISPLAY DOWNSTREAM PROCESSES BEYOND STORM PUMPING STATION. FLOW IS PUMPED TO THE RETENTION BASIN FOR STORAGE. WHEN FLOW INTO THE PLANT DECREASES, THE RETENTION BASIN DRAINS BY GRAVITY BACK TO THE JUNCTION CHAMBER THROUGH THE VALVE CONTROL VAULT. CONSULT THE WASTEWATER FLOW DIAGRAM FOR REFERENCE.

PLOT INFO: Z:\2019\130790\SAN\CAD\DP\P0213079D.DWG LAYOUT: P-3 DATE: 12/16/2020 TIME: 8:20:13 AM USER: RAUSTIN

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City of Jackson
Jackson County, Michigan

Jackson WWTP Asset Management Plan

REVISIONS

Drawn By	RS2
Designer	RMA
Reviewer	EHS/JWR
Manager	JJB

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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: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: Receipt of the Draft 2023-2024 Annual Action Plan for CDBG/HOME

Recommendation:

Receive the draft Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME) 2023-2024 Annual Action Plan.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council receive the draft 2023-2024 Annual Action Plan.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood & Economic Operations

DATE: March 21, 2023

RECOMMENDATION: Receipt of the Draft 2023-2024 Annual Action Plan for CDBG/HOME Funds

---

SUMMARY

Receive the draft Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME) 2023-2024 Annual Action Plan.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations associated with the receipt of the draft Annual Action Plan.

HISTORY, BACKGROUND and DISCUSSION

The Annual Action Plan is used to summarize the actions, activities, and programs to be financially supported with CDBG and HOME funds during the next fiscal year. The projects in the Annual Action Plan reflect City Council's preliminary allocations made during its regular meeting on February 21, 2023, which align with the priority needs and specific objectives identified in the Five-Year Consolidated Plan.

DISCUSSION OF THE ISSUE

The Annual Action Plan covers the fiscal year beginning July 1, 2023 through June 30, 2024. To remain in compliance with HUD rules and regulations, the Annual Action Plan must be available for a 30-day public review and comment period. The Plan is available electronically through the City's website and hard copies are available in City Hall at the Clerk's Office (first floor) and the Community Development Department lobby (third floor), at the Jackson District Library's Carnegie Branch downtown, at Community Action Agency, and the three (3) public housing complexes at Reed Manor, Chalet Terrace, and Shahan-Blackstone North. A hard copy of the draft Plan was also provided to the Mayor and Council Members. The public comment period for the 2023-2024 Annual Action Plan is March 21 – April 25, 2023.

Once distributed for public review and comment, the Annual Action Plan cannot be substantially changed, such as adding or deleting priorities, goals, or projects. Minor modifications to correct typographical errors or add additional maps or charts are allowed; however, the basic intent of the Plan must remain unchanged. The 30-day public comment period will culminate on April 25, 2023 at which time City Council will make final allocations based on the actual amount of grant funds the City will receive versus the estimated amounts used for preliminary allocations.

POSITIONS

Requested action is for City Council to receive the draft 2023-2024 CDBG/HOME Annual Action Plan.

Attachment: 2023-2024 CDBG/HOME Annual Action Plan

JACKSON
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Community Development Block Grant (CDBG)
HOME Investment Partnerships Program

2023 – 2024 DRAFT Annual Action Plan

The attached document is a draft report. Please display until

Tuesday, April 25, 2023

Citizens are encouraged to provide comments regarding this report in writing to:

Department of Community Development
ATTN: Cory L. Mays
161 W. Michigan Ave, Jackson, MI 49201
E-mail: cmays@cityofjackson.org

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Appendices

Appendix A: City Council Resolution (not provided with DRAFT)
Appendix B: Certifications (not provided with DRAFT)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Jackson presents this Annual Action Plan for the fourth year of its 2020 – 2024 Five-Year Consolidated Plan and covers the period of July 1, 2023 through June 30, 2024, also referred to as Program Year (PY) 2023 or Fiscal Year (FY) 2023. PY 2023 represents the City's 49th consecutive year to receive a Community Development Block Grant (CDBG) formula allocation as an entitlement community and 32nd year to receive a HOME Investment Partnerships Program (HOME) formula allocation as a participating jurisdiction.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The level of need in Jackson is always greater than the limited amount of CDBG and HOME funds received annually. Jackson plans to target resources in the three (3) most distressed areas of the City – West of Henry Ford Allegiance Health, East of S. Martin Luther King Jr. Dr., and West of S. Martin Luther King Jr. Dr. – to the greatest extent possible. The number of funded activities will remain low in an effort to increase their effectiveness, and will include: Public Facilities/Infrastructure Improvements; Code Enforcement; Residential Rehabilitation; Residential Demolition; and Streetscape Improvements.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During PY 2021, the City successfully completed the various projects and activities aligned with its Five-Year Consolidated Plan goals while investing over 46% of funds expended in two of the three local target areas. The residential rehabilitation program was revamped to permit more low-income homeowners to take advantage of zero interest, low repayment loans to correct emergency hazards or replace a home's major components nearing the end of their useful lifespan. At the beginning of PY 2021, direct notification to homeowners in the local target areas regarding the availability of the rehabilitation loans led to an overwhelming response. By January 2023, the City met its spending timeliness requirement.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation and stakeholder consultation is an integral part of the Consolidated Plan process. The City's Citizen Participation Plan outlines the procedures and means by which citizens and stakeholders may provide meaningful input.

A public hearing to receive citizen input on the housing and community development needs was held during the January 24, 2023 regular City Council meeting. Staff's participation with the Jackson County Continuum of Care (CoC) garnered input from the various public, private, and faith-based organizations focused on low-income housing and homelessness.

The Annual Action Plan was made available for public review and comment on March 21, 2023. Citizens were afforded a 35-day period in which to submit oral or written comment about the Annual Action Plan, culminating on April 25, 2023. Citizens are also encouraged to express concerns or comments at any time during the year before City Council meetings or by contacting grant staff.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

At the January 24, 2023 public hearing, comments were received from four individuals and included:

- The need for more 2 and 3-bedroom rental units
- Support for our current Residential Demolition program
- A desire for the City not to administer a Residential Rehabilitation program
- A desire for the City to ease property and inspection regulations
- A desire for City Council to select projects based on community proposals
- Unrelated comments concerning current non-profit work in the City
- Unrelated comments concerning non-CDBG funded development projects

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments or views were declined by the Jackson City Council. Due to various federal rules and regulations, and based on past positive performance of certain current programs, the City is not able to enact some suggestions. The City is working hard to create more affordable housing options, both non owner-occupied and owner-occupied. Public comments received during the January 24th public hearing supported our current and planned efforts in this area.

7. Summary

The Jackson City Council encourages all citizens to participate in not only the CDBG/HOME planning process, but in all processes of the local government. At the beginning of each City Council meeting, citizens are allowed time to address the Mayor, Councilmembers, City Manager, and department heads on matters that concern them. Meetings are broadcast live through the City's Facebook page and on a local public access television station, JTV, which also replays the meetings at various other times throughout the week and which remain available on Facebook.

Oftentimes there simply are not enough resources available to consider implementing every suggestion posed. Other suggestions may not fit the Council's vision and goals for the City and are taken in abeyance. There have also been several times in which citizen's comments and suggestions have been executed and helped shape the way the City of Jackson operates.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Jackson	Community Development Department
HOME Administrator	Jackson	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

Staff in the City's Community Development Department administers both the CDBG and HOME grants. Grant administration includes, but is not limited to, researching and analyzing Census data; preparing and submitting the Consolidated Plan, Action Plan, Annual Performance Report, and other reports required by HUD or requested by City Council; performing environmental reviews; maintaining files and records relating to overall grant administration; monitoring subgrantee performance and providing technical assistance when necessary; reviewing payment requests for eligibility and accuracy; and the financial responsibilities of the grants such as preparing regular drawdowns and reconciling financial records.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Grant Coordinator participates in monthly Continuum of Care (CoC) meetings. Continued participation with the CoC allows for ongoing interaction with the various service providers and awareness of current and emerging conditions in the community. The Grant Coordinator is also the staff liaison to the City of Jackson Affordable Housing Development Board, a City commission charged with presentation affordable housing solutions to City Council for possible funding. In addition, the Grant Coordinator has led new City efforts aimed at reducing homelessness through a Homeless Hotel Program. Finally, The City of Jackson was the recipient of HOME-ARP funds in 2021, and the City's HOME-ARP Allocation Plan will be submitted to HUD for final approval in late March, 2023.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Community Action Agency (CAA) is the lead agency for the CoC and also serves as the CoC's grant fiduciary. The CoC votes on activities to fund with grants it receives from HUD and the State of Michigan, and monitors the progress of those grants through monthly, quarterly, and annual reports and discussion. CAA also receives Supportive Services for Veteran Families (SSVF) from the Department of Veterans Affairs which is also included in reports to the CoC.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC is charged with setting priorities for Emergency Solutions Grant (ESG) funds received through the State of Michigan. Various subcommittees of the CoC, such as Steering, Quality Control, and Housing review applications and make recommendations to the CoC body for allocation purposes. Regular consultation and reporting ensures that the use of ESG remains consistent with CoC priorities.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	Community Action Agency
	Agency/Group/Organization Type	Housing Services: housing, children, homeless, education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans, unaccompanied youth Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC, direct consultation, email consultation.
2	**Agency/Group/Organization**	Jackson Housing Commission
	Agency/Group/Organization Type	Housing PHA Services: housing, children, elderly, disabled, homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC, direct consultation, email consultation.
3	**Agency/Group/Organization**	Do'Chas
	Agency/Group/Organization Type	Housing Services: housing, children, homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC.

4	**Agency/Group/Organization**	Training and Treatment Innovations
	Agency/Group/Organization Type	Housing Services; persons with disabilities, homeless, health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC.
5	**Agency/Group/Organization** **Agency/Group/Organization Type**	Kate Martin Works Housing PHA Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, homeless, health, education, employment, fair housing, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans, unaccompanied youth Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC, direct consultation, email consultation.
6	**Agency/Group/Organization**	AWARE, Inc
	Agency/Group/Organization Type	Housing Services: housing, children, victims of domestic violence, homeless, health, education, employment, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - families with children Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC, email consultation.

7	**Agency/Group/Organization**	Jackson Interfaith Shelter
	Agency/Group/Organization Type	Housing Services: housing, children, homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children, veterans, unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC
8	**Agency/Group/Organization**	Legal Services Of South Central Michigan
	Agency/Group/Organization Type	Housing Services: housing, children, elderly persons, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, homeless, health, fair housing, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC, direct consultation, email consultation.
9	**Agency/Group/Organization**	disAbility Connections
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC

10	**Agency/Group/Organization**	Department of Health & Human Services
	Agency/Group/Organization Type	Housing Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, health Health Agency Child Welfare Agency Other government - State
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC
11	**Agency/Group/Organization**	Henry Ford Allegiance Health
	Agency/Group/Organization Type	Housing Services: homeless, health Health Agency Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to include a wide range of community stakeholders in the consultation process; no agency was intentionally excluded from participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Community Action Agency	The CoC works to support homeless individuals and families work toward self-sufficiency.
Five-Year Plan	Jackson Housing Commission	Five-year plan of the local Public Housing Authority which overlaps in multiple areas relating to the housing needs of the low-income community.
2016 Community Master Plan	City of Jackson	This comprehensive plan focuses on housing, economic development, land use, transportation, health, community facilities, services, and other related topics.
Comprehensive Economic Development Strategy (CEDS)	Region 2 Planning Commission	Provides an analysis of the local economy, identification of economic development goals and strategies, and efforts to reduce unemployment and increase income.
Housing Strategy and Policy Framework	City of Jackson	Comprehensive, data-driven analysis of Jackson's current and future housing needs, prepared for the Affordable Housing Development Board

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Jackson follows its Citizen Participation Plan to encourage participation in the planning and utilization of CDBG and HOME funds. A public hearing is held in January to receive comments on the housing and community development needs in the City before the Consolidated Plan and/or Annual Action Plan is made available for citizen comment. Notice of the public hearing is posted on the City's website, through its social media outlets, and printed as a display ad in two local newspapers no less than ten (10) days in advance of the hearing. All views and comments are considered and incorporated in the appropriate plan.

Once the Consolidated Plan and/or Annual Action Plan is in draft form, the public is provided 30 days to review and submit comments; notice of the availability of the plan is again published in the two newspapers, listed on the City's website, and through its social media outlets. Hard copies are made available at two (2) locations in City Hall, at the Community Action Agency, the main branch of the Jackson District Library, and the three (3) public housing complexes; an electronic version is available through the City's website. All views and comments are considered and incorporated in the appropriate plan.

The public is also notified when the City submits its Request for Release of Funds via newspapers and the City's website/social media outlets, and allows for no less than seven days to submit comments. If a substantial amendment is required during the course of the program year, hard and electronic copies are made available at the locations noted above with the notice of availability published in the local papers and on the website/social media outlets. Citizens are provided no less than 30 days within which to submit written comments and/or to attend a public hearing to provide oral comments. The annual report is published and distributed in the same manner as described above, culminating in a public hearing after a 15 day comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons
1	Public Hearing	Minorities Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Four (4) people provided comment during the January 24, 2023 public hearing.	Concern about homelessness and affordable housing; suggestions made for public service activities.	All comments accepted and considered.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons
2	Newspaper Ad	Minorities Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Notice of the Public Hearing; availability of the draft Annual Action Plan in both hard copy and electronic form and time within which to submit comments.	No written comments were received.	No written comments were received.
3	Internet Outreach	Non-targeted/ broad community	No written comments were received.	No written comments were received.	No written comments were received.
4	Jackson District Library Carnegie Branch	Minorities Persons with disabilities Non-targeted/ broad community	Hard copy of Annual Action Plan made available in the Resource Center for public review and comment.	No written comments were received.	No written comments were received.
5	Jackson Housing Commission	Minorities Persons with disabilities Residents of Public and Assisted Housing	Hard copy of Annual Action Plan made available for public review/ comment at three locations: Chalet Terrace, Reed Manor, and Shahan-Blackstone North.	No written comments were received.	No written comments were received.
6	Community Action Agency	Minorities Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Hard copy of Annual Action Plan made available in CAA's lobby for public review/comment.	No written comments were received.	No written comments were received.
7	Jackson County Continuum of Care	Service Providers	Members were notified of every upcoming step in the citizen participation process and encouraged to attend the public hearing and/or submit relevant comments		See public hearing above.

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For planning purposes, the City deducts 3% from the most current formula allocation, then adds anticipated program income by grant type. Estimated revenue for fiscal year 2023–2024 is as follows:

- **CDBG:** 2022-23 formula allocation: $1,293,933; less 3% (-$38,800); plus estimated program income ($75,200) = $1,330,333
- **HOME:** 2022-23 formula allocation: $356,430; less 3% (-$10,700); plus estimated program income ($20,200) = $365,930

The Jackson City Council establishes projects, activities, and funding levels for the 2023-2024 program year as identified in this Annual Action Plan.

On February 27, 2023, the City was notified of its 2023-2024 formula allocation, as follows:

Grantee	ST	CDBG	HOME
Jackson	**MI**	**$1,276,248**	**$330,992**

The City's CDBG allocation was funded $21,115 more than what was estimated, while HOME received a $14,738 decrease from the estimate. When comparing 2022 allocations to 2023 totals, the City of Jackson received a 1.4% decrease in CDBG funding and a 7.7% decrease in HOME funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:	
CDBG	Federal	Acquisition, Admin and Planning, Economic Development, Housing, Public Improvements, Public Services	$1,276,248	$75,200	0	$1,351,448	$1,304,839
Narrative Description:		Annual block grant from HUD based on a formula to address a variety of community development and housing needs, primarily benefiting low- to moderate-income City residents.					
HOME	Federal	Acquisition, Homebuyer assistance, Homeowner rehab, Multifamily rental new construction, Multifamily rental rehab, New construction for ownership, TBRA	$330,992	$20,200	0	$351,192	$327,407
Narrative Description:		Annual grant from HUD based on a formula to provide affordable housing to low- to moderate-income City residents.					

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages CDBG and HOME funds to the extent possible against other federal, state, local, and private funding to maximize project impact. Leveraging varies from activity to activity, depending on the project and availability of additional resources that are eligible for that type of use.

The CDBG program does not require matching funds like the HOME Investment Partnerships Program. Generally, HOME requires a participating jurisdiction contribute or match 25% of HOME funds spent on affordable housing; however, Jackson has been 100% exempted from this requirement due to fiscal distress.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Since 2012, City leaders accumulated tax foreclosed parcels not sold at public tax auctions with the end goal of amassing sufficient contiguous parcels in various areas to promote for redevelopment. One such area is at the corner of Franklin and Mechanic Streets where vacant parcels owned by the City of Jackson and CAA provided the impetus for an affordable housing collaboration. The Greater Jackson Habitat for Humanity is using these parcels to construct up to four (4) new single family homes as the City's Community Housing Development Organization (CHDO) for sale to income qualified homeowners when completed. The project location is immediately south of the downtown which has experienced significant growth and revitalization and will neighbor a new YMCA Center planned to begin construction in 2023.

Under new leadership since early 2020, City Administration is reassessing its need to continue amassing tracts of land. The City presently owns approximately 17 residential houses it acquired through tax reversion and is allowing these residential properties to be purchased by responsible investors to fix and resell on the open market. The City also owns approximately 600 buildable residential lots, products of a multi-year demolition program aimed at reducing neighborhood blight. Plans are underway to sell lots at greatly reduced costs to builders/developers, in an effort to bring large numbers of new homes to Jackson and simultaneously rebuild neighborhoods.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Category	Needs Addressed	Funding
1	Public Facilities/Infrastructure	Non-Housing Community Development	Community Center & Park Improvements; Streetscape Improvements	CDBG: $576,448
2	Residential Rehabilitation	Affordable Housing	Rehabilitation	CDBG: $250,000
3	Residential Demolition	Clearance and Demolition	Residential Demolition	CDBG: $200,000
4	Code Enforcement (legal)	Non-Housing Community Development	Code Enforcement	CDBG: $25,000
5	CHDO Reserve	Affordable Housing	Homebuyer Housing	HOME: $316,092

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Facilities/Infrastructure
	Goal Description	Funding is provided to continue with the Loomis Park/Boos Community Center and public park improvements, in addition to streetscape improvements
2	**Goal Name**	Residential Rehabilitation
	Goal Description	Zero interest, low repayment loans are made available to low-income households to correct emergency hazards or replace major components that have reached the end of their useful life before they become an emergency in their primary residence.
3	**Goal Name**	Residential Demolition
	Goal Description	Demolition of foreclosed, vacant, or abandoned and dilapidated publicly or privately owned property in low-income neighborhoods. Removal of hazardous buildings increases the quality of life and vitality of neighborhoods, supports property values, eliminates hazardous conditions, and reduces opportunities for criminal activities.
4	**Goal Name**	Code Enforcement (legal)
	Goal Description	Legal support to the Department of Neighborhood & Economic Operations in its efforts to improve low-income neighborhoods and properties through blight enforcement.
5	**Goal Name**	CHDO Reserve
	Goal Description	HOME funds set aside for future CHDO-eligible projects yet to be identified

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Jackson is funding projects to achieve the goals and objectives defined in the 2020-2024 Five-Year Consolidated Plan to generally improve the livability and accessibility of low-income neighborhoods. After several years of focusing CDBG funds towards the revitalization of the downtown, City leaders are now expanding assistance into the adjoining neighborhoods. The initial phase will focus on streetscape improvements, clearance of severely dilapidated residential structures, and rehabilitation. The fundamental goal is to improve the living conditions for the low- to moderate-income households residing in the three target areas specified in the Consolidated Plan.

Projects

#	Project Name
1	Loomis Park / Boos Center Improvements
2	Code Enforcement – Legal Services
3	2023 Residential Rehabilitation
4	2023 Residential Demolition
5	Streetscape Improvements
6	Rehabilitation Administration
7	General Administration/Planning
8	Community Housing Development Organization (CHDO) Reserve

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The level of CDBG funds Jackson receives annually is relatively low considering increasing costs to implement improvements and is insufficient to meet all the demands for assistance. Historically, attempting to fund as many projects as possible did little to impact the residents as a whole; therefore, the number of projects has decreased to ensure sufficient funding to complete activities which boost the community overall. City leaders recognize needs exist in the community but are also cognizant of many other non-housing needs it is solely responsible for, such as infrastructure improvements, park improvements, street lighting, etc. Reliance on non-profit and faith-based organizations to meet the low-income population's direct service needs through other available funding sources allows the City to focus on improving low-income neighborhoods which subsequently impacts the entire City.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Loomis Park / Boos Center Improvements
	Target Area	n/a
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Community Center and Parks Improvements
	Funding	CDBG: $401,448
	Description	Continued funding to fully rehabilitate the Boos Community Center in Loomis Park.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Loomis Park is located in the middle of Census Tract 4, Block Group 5. According to the 2019 Low/Mod Income Summary Data (LMISD), the percentage of low- to moderate-income residents in this area is 50%. The park's service area is not limited to Census Tract 4, Block Group 5; in fact, it is a very popular recreation destination for residents in the one-half mile surrounding area. The one-half mile radius around Loomis Park includes all five (5) Block Groups in Census Tract 4; Census 12, Block Groups 2 and 3; and Census Tract 69, Block Groups 1 and 3. When combined, this area is 61.11% low- to moderate-income residents. Approximately 4,950 low- to moderate income persons reside within a one-half mile radius of Loomis Park.
	Location Description	The address for the Boos Center is 210 Gilbert Street, Jackson, MI.
	Planned Activities	Rehabilitation of the Boos Center based on priority needs identified through an architectural/engineering assessment.
2	**Project Name**	Code Enforcement - City Attorney's Office
	Target Area	n/a
	Goals Supported	Code Enforcement (legal)
	Needs Addressed	Code Enforcement (Legal)
	Funding	CDBG: $25,000
	Description	The City Attorney's Office provides legal services for various code enforcement activities including housing code enforcement and blight elimination, contract review, and approval.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 cases will be filed for prosecution in the City's Administrative Hearings Bureau to help eliminate blight and improve neighborhood quality in the low-income residential areas of the City.

	Location Description	Various CDBG-eligible neighborhoods within the City of Jackson which are comprised of 51% or more low- to moderate-income residents.
	Planned Activities	Enforcement of various housing and blight ordinances to improve neighborhood conditions.
3	**Project Name**	2023 Residential Rehabilitation
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr
	Goals Supported	Homeowner Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: $250,000
	Description	Provision of zero-interest, low repayment rehabilitation loans to low-income households to correct an emergency hazard situation or replace aged major components in the primary residence before they become an emergency.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	Ten (10) or more low-income homeowners will receive rehabilitation assistance.
4	**Project Name**	2023 Residential Demolition
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr
	Goals Supported	Residential Demolition
	Needs Addressed	Residential Demolition
	Funding	CDBG: $200,000
	Description	Demolition of foreclosed, vacant, or abandoned residential properties within CDBG-eligible areas across the City.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Limited to no more than 30% of the City's annual CDBG expenditures, approximately ten (10) residential structures will be demolished.
	Location Description	Eligible sites will be determined based upon Section 106 review and located in CDBG-eligible areas within the City.

	Planned Activities	Demolish foreclosed, vacant, or abandoned residential structures within CDBG-eligible neighborhoods.
5	**Project Name**	Streetscape Improvements
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Street Improvements
	Funding	CDBG: $175,000
	Description	Streetscape improvements to various City lots, including street lighting, curb cuts, and the planting of street trees to encourage in-fill housing by developers
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	To be determined
6	**Project Name**	Rehabilitation Administration
	Target Area	Not applicable
	Goals Supported	Homeowner Rehabilitation
	Needs Addressed	Rehabilitation Administration
	Funding	CDBG: $150,000
	Description	All delivery costs directly related to carrying out housing rehabilitation activities, including staff, other direct costs, and service costs.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	Ten (10) or more low-income homeowners will receive rehabilitation assistance.
7	**Project Name**	Administration/Planning
	Target Area	Not applicable

	Goals Supported	Not applicable
	Needs Addressed	Administration/Planning
	Funding	CDBG: $150,000 HOME: $ 35,100
	Description	Overall program administration, including, but not limited to, salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring and evaluation.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Not applicable
	Planned Activities	Not applicable
8	**Project Name**	CHDO Reserve Activity
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr
	Goals Supported	CHDO Reserve
	Needs Addressed	Affordable Housing
	Funding	HOME: $316,092
	Description	Funds held in reserve for use by a certified CHDO on future eligible activities
	Target Date	6/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	To be determined

AP-50 Geographic Distribution – 91.220(f)

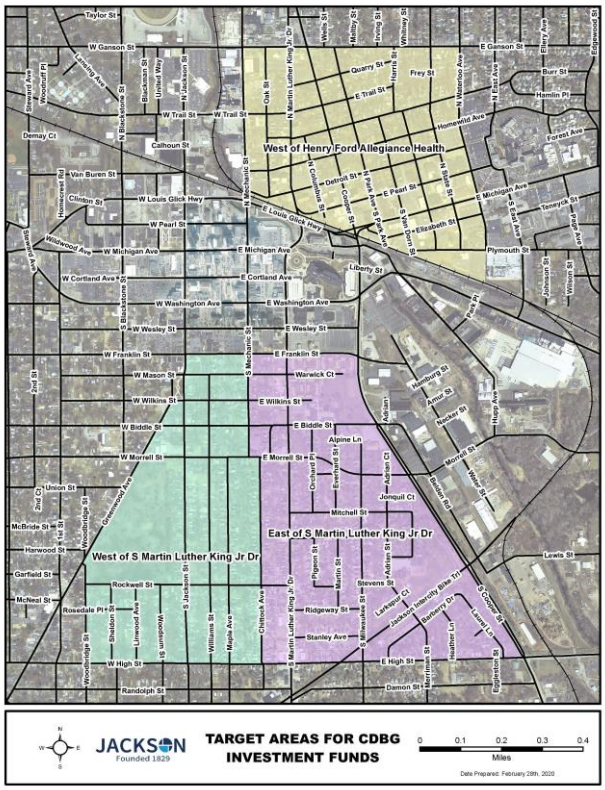
Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The 2020-2024 Five-Year Consolidated Plan identified three (3) local target areas for funding allocation priorities:

West of Henry Ford Allegiance Health - Identified in the 2016 Master Plan as part of the Health and Downtown Neighborhoods, both of which were deemed transitional. This area was also labeled as place-making, forming part of the community's core and in the top tier for transit and non-motorized connectivity.

East of S Martin Luther King Jr Dr - Identified as the King Neighborhood in the 2016 Master Plan, it was noted that while among the most distressed in the City, it scored high in place-making. The King Neighborhood links the downtown to its southern borders and is accessible by transit. This area is home to 126 public housing units and 200 HUD-subsidized units. No major commercial business is located in the neighborhood.

West of S Martin Luther King Jr Dr - This area is partially in the Downtown and Partnership Park neighborhoods as identified in the 2016 Master Plan. While the Downtown neighborhood is labeled transitional, Partnership Park is deemed distressed.



Geographic Distribution

Target Area	Percentage of Funds
West of Henry Ford Allegiance Health	10%
East of S Martin Luther King Jr Dr	10%
West of S Martin Luther King Jr Dr	10%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The public reinvestment in the City of Jackson has concentrated on revitalizing the heart of the city – its downtown business district. With revival well on its way, investment in the residential neighborhoods immediately adjacent to the downtown is in order to build on the beautification and blight reduction efforts. The percentage of low- to moderate-income residents in these targeted areas ranges from 60.1% to 87.1%. Census Tracts 11 is also one (1) of only two (2) Racially and Ethnically Concentrated Areas of Poverty (R/ECAP) areas within the City limits.

Discussion

Efforts to expend grant funds in or near these target areas will be made to the greatest extent feasible. The City will provide year-end results in its Consolidated Annual Performance and Evaluation Report.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Over 90% of the City's housing stock was built before 1978; lower income homeowners are often unable to pay for the cost of repairs or obtain financing at affordable rates. Due to years of deferred maintenance and the likely presence of lead-based paint, fully rehabilitating owner-occupied housing has become cost prohibitive, hindering the City's ability to provide assistance. Available zero-interest, low repayment rehabilitation loans are now limited to correcting emergency hazards or replacing a home's major components that are nearing the end of their useful lifespan before they become an emergency.

New housing unit production is needed to increase the availability of affordable housing to the City's low-income residents pursuing the American Dream of homeownership. The City will hold funds in reserve until a viable project is identified.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The Jackson Housing Commission (JHC) has served as the City's Public Housing Authority (PHA) for over 60 years and also services all of Jackson County. JHC is considered a medium-sized agency providing 500 public housing units, 40 scattered-site single family homes, and up to 475 Housing Choice Vouchers (HCV).

Actions planned during the next year to address the needs to public housing

The JHC, in partnership with the City of Jackson, was recently awarded a HUD Choice Neighborhoods (CN) Planning Grant for the Downtown Jackson neighborhood. Jackson was one of only eight (8) communities nationwide that received the CN grant in 2021. Through the grant, the JHC and the City are working with local residents and a variety of community stakeholders to create a forward-looking CN Plan with a strong commitment to diversity and inclusion**.** The Plan will be centered on the redevelopment of JHC's Reed Manor property, which includes 292 units of low-income housing. The CN Plan will seek to replace 100% of those housing units within the neighborhood, or in other areas of opportunity as part of new mixed-income developments.

The JHC also applied for a Rental Assistance Demonstration (RAD) conversion from the federal public housing subsidy to Section 8 (project based) funding and has received a Commitment to enter into a Housing Assistance Payments (CHAP) contract.

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

Residents are encouraged to attend resident advisory board meetings, JHC board meetings, talk with their housing managers, and even the Executive Director if warranted. Annual surveys are distributed to tenants to get their opinions on real or perceived conditions at their complex and what improvements they would like to be considered.

During development of the CN Plan, resident engagement will be at the center of the planning process. Residents are strongly encouraged to continue with that level of engagement to make their day-to-day lives better including participation in the Resident Council, CN Steering Committee, and to serve as a Community Ambassador during the CN planning process. Data from the Resident Needs Assessment survey is being analyzed, and the results will help shape the final proposal from the CN team. City staff are working with the CN team to identify possible land for housing development, City resources available, and other research/data that may inform their process moving forward.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The JHC is not a troubled agency.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Jackson County Continuum of Care (CoC) is the local homeless assistance planning group, which encourages community collaboration to address housing and homeless needs. The CoC is comprised of representatives from a variety of non-profit entities, faith-based organizations, community stakeholders, and state and local governments serving households and individuals experiencing housing crises. The group's focused, structured approach identifies existing needs and resources, detects gaps in service, and monitors emerging conditions. Funding received by the CoC is used to prevent homelessness, rapidly re-house people in a housing crisis, and transform the system so more people can obtain and maintain housing.

Homeless providers in Jackson County use a Homeless Management Information System (HMIS) to collect client-level data, the provision of housing to homeless individuals and families, and persons at risk of homelessness. The CoC also participates in an annual Point-in-Time (PIT) Count where volunteers count both sheltered and unsheltered persons experiencing homelessness on a single night in January.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

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

City staff will continue to participate with the CoC, including subcommittees, to the extent feasible. It is important not only to keep City leaders aware of the community's health and emerging needs, but also to impart knowledge and understanding of government capabilities and limitations. Exchange of information is essential along with actionable participation by City staff.

Homeless facilities and services are managed and provided through agencies that participate with the CoC. Outreach is conducted at emergency shelters, domestic violence shelters, with youth providers, and through street outreach to locate potential participants. Case managers complete an initial assessment to prioritize need and set housing stability goals.

Utilizing American Rescue Plan Act (ARPA) funds, the City provided a combination coat/sleeping bag to numerous homeless persons in early 2023. This project was aimed at protecting members of a vulnerable population during **the** coldest months of the year.

- **Addressing the emergency shelter and transitional housing needs of homeless persons**

The CoC adopted a Coordinated Entry policy which ensures people with the greatest needs receive priority for any type of housing and homeless assistance. Coordinated Entry does not screen people out for assistance because of perceived barriers to housing or services including, but not limited to, lack of employment or income, drug or alcohol use, or having a criminal record. Clients are linked to community resources which best meet their immediate and future needs.

On November 9, 2021, the Jackson City Council authorized the official creation of the Jackson Affordable Housing Development Board (AHDB). The intent of the Board is to promote the health, safety and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council. The AHDB shall: propose remedies on the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing; stimulate the production and preservation of owner-occupied and non-owner occupied housing available to low income individuals or families, and; optimize benefits available to low and moderate-income residents by incentivizing affordable residential housing projects within the City of Jackson.

The mission of the AHDB is to promote safe, healthy, and affordable housing. Tasked with recommending the expenditure of $3.5 million of funds from the American Rescue Plan Act (ARPA), this board is comprised of community members and provides recommendations to the Jackson City Council. To assist with the allocation of its ARPA funds, the City of Jackson contracted with Guidehouse, a national firm tasked with navigating the many federal regulations associated with ARPA funds. To aid the AHDB in their work, Guidehouse embarked on a multi-month study of housing needs in the City of Jackson. They recently released their Housing Strategy and Policy Framework, a comprehensive and data-driven analysis of Jackson's current & future housing needs.

During the months of December 2022 through March 2023, the City of Jackson also invested over $200,000 in American Rescue Plan Act (ARPA) funds to shelter, feed, and meet other needs of homeless in the community. These funds were allocated, and administered, by both City of Jackson employees and volunteers/contract employees from Residents in Action (RIA), a grassroots organization in Jackson. To date, a total of 62 households have received assistance from this program, and the waiting list for those still in need of temporary housing is 269. Assistance includes: short and longer-term hotel stays; food, clothing, and personal items; and, "next step options."

- **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

Homeless households are encouraged to obtain an assessment and linkage to available services to help resolve their housing crisis through CAA. Outreach staff is strategically placed in the community to ensure homeless or at-risk households are aware of community resources to prevent or end homelessness. The housing assessment program will continue to assess at-risk households to prevent homelessness by using available prevention resources, shelter diversion tactics, and linkage to mainstream resources to avoid loss of housing.

- **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: 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); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Preventing homelessness from occurring at all is the most effective means to avoid trauma to families and the creation of a larger crisis which might prevent a household from moving forward successfully. CAA receives funding from HUD to operate a rapid re-housing program, providing short-term assistance to persons at risk of becoming homeless. Coordinating with mainstream providers continues to support effective and efficient access to mainstream benefits by eligible participants.

On September 21, 2021, the City of Jackson was notified that it was eligible to receive $1,137,398 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development upon approval of this Allocation Plan. The purpose of this supplemental funding is to provide homelessness assistance and supportive services through several eligible activities, which include: the production or preservation of affordable housing; tenant based rental assistance (TBRA); supportive services (including homeless prevention services and housing counseling); the purchase or development of non-congregate shelters; administration and planning; and Non-profit operating and capacity building assistance. To receive funding, the City must develop and submit to HUD an Allocation Plan, describing the distribution of HOME-ARP funds and identifying any preferences for eligible activities which primarily assist the HOME-ARP qualifying populations, including: homeless persons; persons at risk of becoming homeless; those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; other populations where assistance would prevent the family's homelessness or serve those with the greatest risk of housing instability; and, veterans and families that include a veteran family member that meet one of the preceding criteria. The City of Jackson will submit its HOME-ARP Allocation Plan to HUD for final approval in advance of the March 31, 2023 deadline, and has identified three target areas for funding: rental housing construction, rental housing rehabilitation, and supportive services.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Conversations with local housing providers reveal affordable housing in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Landlords unaware of the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices.
- Tenants who do not realize their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices.
- Exorbitant security deposits, non-refundable application fees, and unaffordable deposits for utilities.
- Inability to obtain utilities in tenant's name.
- Limited public transportation options.
- Poor credit history, especially for youth just out of college, persons facing unexpected life issues, or spoiled as part of a domestic violence situation.
- Rejection of service animals in the unit.
- Refusal to accept Housing Choice Vouchers or charging rents that don't qualify for fair market rent.
- People who are routinely discriminated against often don't notice or identify discrimination. If discrimination is suspected, the tenants are often more interested in finding housing to meet their immediate need rather than going through a lengthy appeal process.

Actions it planned 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

The City of Jackson does not intentionally create policies, codes, or rules that create barriers to affordable housing, but rather faces the same realities experienced by most municipalities – increasing construction costs, complexity of financing for larger projects, and an affordability gap between incomes and housing costs. Likewise, most policies, ordinances, and/or codes are established to maintain compliance with local, state, and federal guidelines or for health and safety reasons.

City staff will continue to participate with the CoC in developing strategies to remove or ameliorate barriers to affordable housing. The CoC has identified several strategies to implement, including, but not limited to, the following:

- Further the Landlord Advocacy and Education position currently funded for the short term.
- Work with landlords to determine what they would require to expand the number of units available to subsidy.
- Increase the number of landlords willing to rent to Housing Choice Voucher holders.
- Develop a multi-sector strategy to reduce issues involving utilities as a barrier to housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The projects and activities identified in this 2023-2024 Annual Action Plan coincides with the goals and priorities identified in the 2020-2024 Five-Year Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

City staff will continue to maintain its network of state and local public agencies and non-profit service providers. The use of CDBG or HOME funds to meet underserved needs will be subject to fluctuations in annual funding. Funds may or may not be allocated accordingly.

Actions planned to foster and maintain affordable housing

The City assists low-income homeowners with housing maintenance and emergency repairs through zero interest, low repayment loans. In addition, homebuyer activities involve the construction of new single family homes and the rehabilitation of 16 former LIHTC rental units being purchased by income qualified first-time homebuyers.

The City has partnered with the Jackson Housing Commission (JHC) to develop a Choice Neighborhoods Plan to address public needs. The City intends to fully support the planning process in the hopes of securing a future grant to fund actionable activities. The City also supports the JHC through a RAD conversion process currently underway.

The Jackson City Council also adopted an Affordable Housing ordinance in late 2021, adding Article IX - Affordable Housing Development Board to its Housing ordinance found at Chapter 14 of the City of Jackson Code of Ordinances. The purpose and intent of adding Article IX to Chapter 14 is to:

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

Actions planned to reduce lead-based paint hazards

Inspections of non-owner occupied housing units will continue to assess deteriorated paint and will be cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home will receive a combination lead paint inspection/risk assessment and, if hazards exist, will be treated according to the Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination. The State of Michigan's Department of Health and Human Services recently included Jackson as a target community to address lead hazards through their funding resources.

Actions planned to reduce the number of poverty-level families

The City of Jackson has neither the facilities nor resources 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 make housing affordable to it low- to moderate-income homeowners:

- *Rehabilitation* – up to $25,000 is available through five (5) year, zero-interest, deferred loans with a partial low repayment component. Eligible homeowners receive assistance to address emergency hazards or upgrade major components nearing the end of their life cycle before they become emergencies.
- *Homebuyer New Construction* – currently under development through the City's CHDO, the Greater Jackson Habitat for Humanity. Two (2) newly constructed single family homes have been sold to income qualified homebuyers, one (1) home will be sold in the coming months, and construction on a fourth home is anticipated to begin in the summer of 2023.

In addition, the City ensures tenants have decent, safe, and sanitary living conditions through its Housing Code Enforcement (HCE) program (not federally funded). The HCE program also improves neighborhood living conditions through enforcement of various blight ordinances, such as garbage, inoperable vehicles, noxious weeds and trees, and zoning violations.

Actions planned to develop institutional structure

City staff will continue active participation with the CoC and other collaborative meetings as may be necessary to remain aware of the community's health and emerging needs. Close monitoring of projects implemented by other City departments will ensure compliance with federal rules and regulations and the timely expenditure of CDBG funds. Technical assistance is available to agencies receiving grant funds to aid in conformance.

Actions planned to enhance coordination between public and private housing and social service agencies

Active participation through the Choice Neighborhoods Planning Grant process will strengthen the relationship between the City, the JHC, and various other community service providers. Members of the CoC, of which the City participates, represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

While similar in many ways, CDBG and HOME are governed under separate federal regulation with certain requirements specific to each grant. The information below addresses those specific requirements.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	70.00%

Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   Forms of investment beyond those identified in 24 CFR 92.205 will not be utilized under this plan.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City of Jackson controls the resale of homebuyer property during the period of affordability using the recapture option as follows:

   1) Should a homebuyer receiving a direct HOME subsidy in the amount of $5,000 or less sell the property during the affordability period, repayment of the entire direct HOME subsidy will be triggered.

   2) Should a homebuyer receiving a direct HOME subsidy in excess of $5,000 sell the property during the affordability period, repayment of the direct HOME subsidy will be directly tied to the length of time the homebuyer has occupied the home in relation to the period of affordability.

   If there are no net proceeds from the sale or the net proceeds are insufficient to repay the HOME subsidy due, the City will recapture the amount of the net proceeds, if any. Recaptured funds will be used for any HOME-eligible activity. The homeowner will receive a return on investment only if there are remaining net proceeds from the sale after payment of all outstanding mortgages, including the HOME mortgage and closing costs.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City's recapture/resale guidelines for acquired properties are the same as noted above under Paragraph 2.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   Activities in this plan do not include refinancing of existing debt secured by multifamily housing rehabilitated with HOME funds.

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: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2023

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2023.

Attached is a memo from Shane LaPorte, the Director of Community Development, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2023. Monthly expenses includes Personnel Salaries & Expenses, Administration Expenses, Homeowner Emergency Hazard / Major Component Project Cost, City Attorney Expenses, and Street Projects.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2023. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21, 2023

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2023

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending February 28, 2023.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- Homeowner Emergency Hazards / Major Component Cost
  - 760 Elmwood – Furnace
  - 1215 Backus – Electrical, Masonry, & Hot Water Heater
- City Attorney Expenses
- Street Projects
  - Perrine-Burr (Billing #4)

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2023.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eight Months Ended February 28, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	Administration & Planning							
	FY 2021/2022	145,000	109,937	-	35,063	145,000	-	100.0%
	FY 2022 / 2023	120,000	-	17,658	31,867	31,867	88,133	26.6%
	Code Enforcement							
2	City Attorney Office							
	FY 2021/2022	20,000	20,000	-	-	20,000	-	100.0%
	FY 2022 / 2023	25,000	-	7,194	13,023	13,023	11,977	52.1%
	Rehabilitation Projects							
3	Rehabilitation Administration							
	FY 2021/2022	135,000	108,932	-	26,068	135,000	-	100.0%
	FY 2022 / 2023	120,000	-	12,910	99,746	99,746	20,254	83.1%
4	City Emergency Hazard Repair Program							
	FY 2020/2021	497,059	479,248	-	17,811	497,059	-	100.0%
	FY 2022 / 2023	250,000	-	21,228	25,333	25,333	224,667	10.1%
	Street Projects							
5	Special Assessments							
	FY 2019/2020	25,000	4,365	-	1,715	6,080	18,920	24.3%
6	Cooley: Morrell to Biddle							
	FY 2021/2022	175,176	170,936	-	-	170,936	4,240	97.6%
7	Biddle: Mechanic to MLK Jr Dr							
	FY 2021/2022	134,702	130,463	-	-	130,463	4,239	96.9%
8	Perrine-Burr							
	FY 2021/2022	56,500	42,692	1,612	4,208	46,900	9,600	83.0%
	FY 2022/2023	463,000	-	-	-	-	463,000	**0.0%**

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eight Months Ended February 28, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Recreation -Other Projects							
9	Loomis Park Court Improvements	312,849	304,867	-	-	304,867	7,982	97.4%
10	Boo Center Improvements							
	FY 2020/2021	305,000	245,982	-	-	245,982	59,018	80.6%
	FY 2021/2022	1,005,980	75,180	-	532,315	607,495	398,485	**60.4%**
	FY 2022/2023	241,133	-	-	-	-	241,133	**0.0%**
	Demolition							
11	Demolition							
	FY 2020/2021	300,000	241,639	-	58,361	300,000	0	100.0%
	FY 2021/2022	75,000	-	-	23,805	23,805	51,195	31.7%
	FY 2022 / 2023	150,000	-	-	-	-	150,000	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the Eight Months Ended February 28, 2023

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
1 Rehabilitation Assistance Program							
FY 2019/2020	55,068	54,384	-	-	54,384	684	98.8%
2 HOME Administration			-				
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	31,703	-	-	31,703	1,297	96.1%
FY 2021/2022	16,000	16,000	-	-	16,000	-	100.0%
FY 2022/2023	30,000	-	-	-	-	30,000	0.0%
3 CHDO Reservation							
FY 2019/2020	503,052	358,955	-	127,996	486,951	16,101	96.8%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
FY 2021/2022	118,329	-	-	-	-	118,329	0.0%
FY 2022/2023	129,404	-	-	-	-	129,404	0.0%
4 CHDO Operating Expenses							
FY 2019/2020	18,000	3,958	-	11,518	15,476	2,524	86.0%
FY 2020/2021	16,800	-	-	8,778	8,778	8,022	52.3%
FY 2022/2023	17,226	-	-	-	-	17,226	0.0%
5 Partnership Park - Homeowner Rehabilitation (CAA)							
FY 2021/2022	200,000	-	-	-	-	200,000	0.0%
FY 2022/2023	200,000	-	-	-	-	200,000	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Eight Months Ended February 28, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	CDBG-CV Admin City							
	FY 2020/2021	60,000	12,383	-	2,293	14,676	45,324	24.5%
2	CDBG-CV Admin CAA							
	FY 2020/2021	33,270	33,270	-	-	33,270	-	100.0%
	Homeless Prevention - Public Services							
3	Eviction Prevention							
	FY 2020/2021	120,000	120,000	-	-	120,000	-	100.0%
4	Foreclosure Prevention							
	FY 2020/2021	41,112	41,112	-	-	41,112	-	100.0%
5	Water Shut-off Protection							
	FY 2020/2021	35,313	35,313	-	-	35,313	-	100.0%
	Parks & Recreation							
6	Boos Center - HVAC	319,425	97,207	-	75,055	172,262	147,163	53.9%
7	Boos Center - Trail	336,325	-	-	-	-	336,325	0.0%

CITY COUNCIL MEETING MINUTES

March 7, 2023

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:30 p.m. by Vice Mayor Arlene Robinson.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Second Ward Councilmember Freddie Dancy.

ROLL CALL:

Present: Vice Mayor/First Ward Councilmember Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, Fifth Ward Councilmember Karen Bunnell, and Sixth Ward Councilmember Will Forgrave.

Absent: Mayor Daniel Mahoney.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt. Director of Community Development Shane LaPorte, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to adopt the agenda. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

6.1 Transition to Even Number Year Elections for City Offices

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to open the public hearing on transitioning to even number year election for City offices. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Peter Bormuth spoke in favor of the change.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to close the public hearing. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

6.2 Citizen Comment on the City's HOME-ARP Draft Allocation Plan

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to open the public hearing for citizen comment on the City's HOME-ARP Draft Allocation Plan. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

Toby Berry, William Hastings, John King, and Peter Bormuth spoke during the public hearing.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to close the public hearing. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

6.3 State of Michigan Department of Natural Resources Trust Fund Grant Application for MLK Equality Trail project from the County's Kibby Road Trail entrance to Weatherwax Road

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to open the public hearing on the State of Michigan Department of Natural Resources Trust Fund Grant Application for MLK Equality Trail Project from the County's Kibby Road Trail to Weatherwax Road. Vote - Yeas: Vice

Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

No comments were provided by the public during the hearing.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to close the public hearing. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

8.1 City of Jackson, Michigan Financial Statements as of and for the 7 Months Ended January 31, 2023

Motion was made by Councilmember Forgrave, seconded by Councilmember Dancy to accept and place on file the City of Jackson, Michigan Financial Statements as of and for the 7 months ended January 31, 2023. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

8.2 Environmental Commission Minutes for 01-18-23 Meeting

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to accept and place on file the Environmental Commission Minutes for the 1/18/23 meeting. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

CONSENT CALENDAR:

9.1 Minutes of the Regular Meeting of February 21, 2023

Approve the minutes of the regular meeting of February 7, 2023.

9.2 Revocable License City Crepes

Approve a Revocable License for City Crepes for the installation of a building mounted blade sign within the Jackson Street public right-of-way at 145 N. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate document(s).

9.3 Special Event Application: Shamrock Shuffle
*Approve a request from YMCA to host the Shamrock Shuffle 5k on March 17, 2023 in downtown Jackson***.**

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the consent calendar. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

OTHER BUSINESS:

10.1 City Homeless Efforts – Winter Sheltering of the Unhoused

An update of the City's homeless efforts was provided.

NEW BUSINESS:

11.1 East Pipe Gallery Contract Amendment 2
Recommendation: *Approve Amendment 2 to the Engineering and Project Administration, East Pipe Gallery Improvements Contract with Fishbeck of Lansing, MI, at a not-to-exceed cost of $187,000 and authorization for the City Manager and Director of Public Works to sign the appropriate document.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve Amendment 2 to the Engineering and Project Administration East Pipe Gallery Improvements Contract with Fishbeck of Lansing, MI, at a not-to-exceed cost of $187,000 and authorize the City Manager and Director of Public Works to sign the appropriate document. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

11.2 Myrtle Lift Station Contract Amendment 2
Recommendation: *Approve Amendment 2 to the Engineering and Project Administration, Myrtle Street Lift Station Upgrades Contract with Fishbeck of Lansing, MI, at a not-to-exceed cost of $209,000 and authorization for the City Manager and Director of Public Works to sign the appropriate document.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve Amendment 2 to the Engineering and Project Administration, Myrtle Street Lift Station Upgrades Contract with Fishbeck of Lansing, MI, at a not-to-exceed cost of $209,000 and authorize the City Manager and Director of Public Works to sign the appropriate document. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte,

Bunnell, and Forgrave (6). Nays: none. Motion carried.

11.3 City-Owned, H4HH/MSHDA & Grounds Maintenance Mowing Contract Renewal 2023

Recommendation: *Renew the contract for City Owned (Division 1), H4HH/MSHDA (Division 2) lot mowing and Grounds Maintenance (Division 3) for the 2023 season to the lowest responsible bidder, Alpha & Omega Construction. Alpha & Omega Construction has performed mowing services for the City of Jackson for the last several seasons and has proven their ability to conduct the work in an acceptable fashion. This would be their third renewal (4th & final year of current contract).*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the City-Owned, H4HH/MSHDA & Grounds Maintenance Mowing Contract Renewal 2023. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

11.4 Private Lot Mowing contract extension for the 2023 mowing season

Recommendation: *Extend the contract for as-needed Private Lot Mowing for the 2023 season to the lowest qualified bidder to enforce the Noxious Weed Ordinance. Elysian Landscape was the lowest qualified bidder awarded the contract in 2019 and as of October of 2022, completed that 4 year contract. This would be a one year extension of that contract at all original bidding costs. During the 2022 season based on the parcel size unit prices, Elysian Landscape was paid $57,211.00. All work performed was charged back to the property owners.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to extend the contract for as-needed private lot mowing for the 2023 season to the lowest qualified bidder to enforce the Noxious Weed Ordinance. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

11.5 Decertify a Street with MDOT

Recommendation: *Approve a resolution to decertify McKay Street with the Michigan Department of Transportation (MDOT) and authorize the Mayor and City Clerk to execute the resolution.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve a resolution to decertify McKay Street with the Michigan Department of Transportation (MDOT) and authorize the Vice Mayor and City Clerk to execute the resolution. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

11.6 MDOT Contract Resolution for Brown Street

Recommendation: *Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Brown Street from Morrell Street to Michigan Avenue, and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to approve a resolution enter into a contract with the Michigan Department of Transportation for work on Brown Street from Morrell Street to Michigan Avenue. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

11.7 Property trade between the City of Jackson and Habitat for Humanity

Recommendation: *Approve the trade of City owned residential property identified at 503 Bates St. (PIN no. 8-118200000) to Habitat for Humanity for residential property owned by Habitat for Humanity identified at 104 W. Mason St. (PIN no. 4-013000000) and 102 W. Mason (PIN no. 4-013100000)*

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to approve the trade of City owned residential property identified at 503 Bates St. to Habitat for Humanity for residential property owned by Habitat for Humanity at 104 W. Mason and 102 W. Mason. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

11.8 Letter of Intent for the sale of City Owned Property – 971 N. West Ave

Recommendation: *Approve the Letter of Intent from Lormax Stern to purchase city owned property located at 971 N. West Ave and authorize the City Manager and City Attorney to create the Property Transfer Agreement to complete the sale of the property.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to authorize the City Manager and City Attorney to engage both parties and seek the highest and best offer from both parties and come back at the March 21 meeting with a letter of intent. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

Vice Mayor Robinson, and Councilmembers Dancy, Schlecte, Bunnell, and Forgrave all offered comments. Councilmember Gunn declined to offer comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Schlecte. Vote was done by voice with all in favor. Vice Mayor Robinson adjourned the meeting at 8:20 p.m.

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: March 21, 2023

SUBJECT: LOCC Recommendation – City Treasurer

Recommendation:

Consideration of a recommendation from the Local Officers Compensation Commission (LOCC) for the City Treasurer. The LOCC's recommends the City Treasurer receive a 2% increase for fiscal year 2022/23 and a 2% increase in fiscal year 2023/24.

Attached is the memorandum from the LOCC regarding their recommendation. If Council, by 2/3 vote, rejects the recommendation of the LOCC the included resolution must be adopted. Your consideration and concurrence is appreciated.

CITY OF JACKSON
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City Attorney's Office

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

MEMORANDUM

March 1, 2023

TO: Andrea Muray, City Clerk

FROM: Local Officers Compensation Commission

RE: Elected Officials Salary Recommendation – Treasurer

Dear Ms. Muray:

The Local Officers Compensation Commission (LOCC) met on February 28, 2023 to conduct the required biennial review of salaries for local elected officials. After consideration and discussion, the LOCC recommends the following salary increases for the City Treasurer:

Fiscal Year 2022-2023: 2% increase
Fiscal Year 2023-2024: 2% increase

Unless it is rejected by a two-thirds vote of the City Council, the Treasurer's salary increase will become effective within thirty (30) days of filing with your office. Accordingly, please place this item on the next available City Council Agenda.

Respectfully submitted,

Daniel Greer
Chair, LOCC

cc: Mayor and City Council
Jonathan Greene, City Manager
Matthew Hagerty, City Attorney
LOCC Members

RESOLUTION

WHEREAS, the Local Officers Compensation Commission (LOCC) of the City of Jackson, at its meeting on February 28, 2023, reviewed to the compensation of the City Treasurer; and

WHEREAS, it is the recommendation of the LOCC that there be an increase of 2% for the fiscal year 2022/23 to the annual salary range for the City Treasurer; and

WHEREAS, the LOCC further recommended that the salary of the City Treasurer be increased by 2% for the fiscal year 2023/24; and

WHEREAS, the Home Rule City Act, MCL 117.5c, provides that the determination of the Local Officers Compensation Commission shall be the salary unless the legislative body, by resolution, adopted by 2/3 of the members elect to and serving on the legislative body rejects it; and

WHEREAS, the City Council, at the March 21, 2023 Regular Meeting, reviewed the recommendation of the LOCC and a 2/3 majority of the elected and serving members reject the recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson City Council does hereby reject the recommendation made by the Local Officers Compensation Commission.

BE IT FURTHER RESOLVED that the salary of the City Treasurer of the City of Jackson remain at its present rate of $95,166

* *

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of Jackson at their regular meeting held on March 21, 2023 at 6:30 p.m. in Jackson, with a quorum present.

IN WITNESS WHEREOF, I have affixed
my signature and seal of the City of Jackson,
Michigan, on this 22nd day of March 2023.

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: March 21, 2023

SUBJECT: LOCC Recommendation – City Council

Recommendation:

Consideration of a recommendation from the Local Officers Compensation Commission (LOCC) for the City Council. The LOCC's recommends the City Council receive a $400 increase for fiscal year 2022/23 resulting in the salary of $10,500. The LOCC further recommends a $500 increase in fiscal year 2023/24 resulting in the salary increasing to $11,000.

Attached is the memorandum from the LOCC regarding their recommendation. If Council, by 2/3 vote, rejects the recommendation of the LOCC the included resolution must be adopted. Your consideration and concurrence is appreciated.

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

MEMORANDUM

March 1, 2023

TO: Andrea Muray, City Clerk

FROM: Local Officers Compensation Commission (LOCC)

RE: Elected Officials Salary Recommendation – Mayor and City Council

Dear Ms. Muray:

The Local Officers Compensation Commission (LOCC) met on February 28, 2023 to conduct the required biennial review of salaries for local elected officials. After consideration and discussion, the LOCC recommends the following salary increases:

Mayor:	**FY 2022-2023:**	**No increase**
	FY 2023-2024:	**$250.00 increase**
City Councilmembers:	**FY 2022-2023:**	**$400.00 increase**
	FY 2023-2024:	**$500.00 increase**

Unless it is rejected by a two-thirds vote of the City Council, this salary increase will become effective within thirty (30) days of filing with your office. Accordingly, please place this item on the next available City Council Agenda.

Respectfully submitted,

Daniel Greer
Chair, LOCC

cc: Mayor and City Council
Jonathan Greene, City Manager
Matthew Hagerty, City Attorney
LOCC Members

RESOLUTION

WHEREAS, the Local Officers Compensation Commission (LOCC) of the City of Jackson, at its meeting on February 28, 2023, reviewed to the compensation of the City Council; and

WHEREAS, it is the recommendation of the LOCC that there be an increase of $400 for the fiscal year 2022/23 to the annual salary range for the City Council; and

WHEREAS, the LOCC further recommended that the salary of the City Council be increased by $500 for the fiscal year 2023/24; and

WHEREAS, the Home Rule City Act, MCL 117.5c, provides that the determination of the Local Officers Compensation Commission shall be the salary unless the legislative body, by resolution, adopted by 2/3 of the members elect to and serving on the legislative body rejects it; and

WHEREAS, the City Council, at the March 21, 2023 regular meeting, reviewed the recommendation of the LOCC and a 2/3 majority of the elected and serving members reject the recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson City Council does hereby reject the recommendation made by the Local Officers Compensation Commission.

BE IT FURTHER RESOLVED that the salary of the Councilmembers of the City of Jackson remain at its present rate of $10,100

* *

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of Jackson at their regular meeting held on March 21, 2023 at 6:30 p.m. in Jackson, with a quorum present.

IN WITNESS WHEREOF, I have affixed
my signature and seal of the City of Jackson,
Michigan, on this 22nd day of March 2023.

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: March 21, 2023

SUBJECT: LOCC Recommendation – Mayor

Recommendation:

Consideration of a recommendation from the Local Officers Compensation Commission (LOCC) for the Mayor. The LOCC's recommends the City Council receive no increase for fiscal year 2022/23; remaining at the present rate of $14,750. The LOCC further recommends a $250 increase in fiscal year 2023/24 resulting in the salary increasing to $15,000.

Attached is the memorandum from the LOCC regarding their recommendation. If Council, by 2/3 vote, rejects the recommendation of the LOCC the included resolution must be adopted. Your consideration and concurrence is appreciated.

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Founded 1829

City Attorney's Office

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

MEMORANDUM

March 1, 2023

TO: Andrea Muray, City Clerk

FROM: Local Officers Compensation Commission (LOCC)

RE: Elected Officials Salary Recommendation – Mayor and City Council

Dear Ms. Muray:

The Local Officers Compensation Commission (LOCC) met on February 28, 2023 to conduct the required biennial review of salaries for local elected officials. After consideration and discussion, the LOCC recommends the following salary increases:

Mayor:	**FY 2022-2023:**	**No increase**
	FY 2023-2024:	**$250.00 increase**
City Councilmembers:	**FY 2022-2023:**	**$400.00 increase**
	FY 2023-2024:	**$500.00 increase**

Unless it is rejected by a two-thirds vote of the City Council, this salary increase will become effective within thirty (30) days of filing with your office. Accordingly, please place this item on the next available City Council Agenda.

Respectfully submitted,

Daniel Greer
Chair, LOCC

cc: Mayor and City Council
Jonathan Greene, City Manager
Matthew Hagerty, City Attorney
LOCC Members

RESOLUTION

WHEREAS, the Local Officers Compensation Commission (LOCC) of the City of Jackson, at its meeting on February 28, 2023, reviewed to the compensation of the Mayor; and

WHEREAS, it is the recommendation of the LOCC that there be no increase for the fiscal year 2022/23 to the annual salary range for the Mayor; and

WHEREAS, the LOCC further recommended that the salary of the Mayor be increased by $250 for the fiscal year 2023/24; and

WHEREAS, the Home Rule City Act, MCL 117.5c, provides that the determination of the Local Officers Compensation Commission shall be the salary unless the legislative body, by resolution, adopted by 2/3 of the members elect to and serving on the legislative body rejects it; and

WHEREAS, the City Council, at the March 21, 2023 Regular Meeting, reviewed the recommendation of the LOCC and a 2/3 majority of the elected and serving members reject the recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson City Council does hereby reject the recommendation made by the Local Officers Compensation Commission.

BE IT FURTHER RESOLVED that the salary of the Mayor of the City of Jackson remain at its present rate of $14,750.

* *

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of Jackson at their regular meeting held on March 21, 2023 at 6:30 p.m. in Jackson, with a quorum present.

IN WITNESS WHEREOF, I have affixed
my signature and seal of the City of Jackson,
Michigan, on this 22nd day of March 2023.

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: March 21, 2023

SUBJECT: Local Governmental Unit Approval for Social District Permit

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RECOMMENDATION:

Consideration of a resolution approving the Social District Permit Application for Prego LLC, DBA Bella Notte Ristorante. Prego, LLC requested consideration of their application on 3/2/23.

On December 13, 2022 Council adopted Resolution No. 2022-76 approving the continuation of the Downtown Social District.

Your consideration is appreciated.

C: Jonathan Greene, City Manager

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: 138685

Request ID: _____
(For MLCC use only)

Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:
A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) *(name of city, township, or village)*

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Prego LLC DBA Bella Notte Ristorante
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ council/board at a _____ meeting held on _____
(name of city, township, or village) *(regular or special)* *(date)*

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disa

CITY OF JACKSON
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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: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: Special Event Application for the Jackson Autism Support Network's "Light It Up Blue Jackson"

Recommendation:

Approve a request from the Jackson Autism Support Network to host "Light It Up Blue Jackson" April 3-30, 2023 on light poles in downtown Jackson.

Attached are memos from Cory Mays regarding the Special Event Application for the Jackson Autism Support Network's "Light It Up Blue Jackson."

I recommend approval of the special event application for the Jackson Autism Support Network's "Light It Up Blue Jackson." Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: March 21, 2023

RECOMMENDATION: Approve a request from the Jackson Autism Support Network to host "Light It Up Blue Jackson" April 3-30, 2023 on light poles in downtown Jackson.

SUMMARY: An event that brings awareness to autism in Jackson and involves local downtown businesses.

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
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$0.00
		TOTAL	***$0.00***

CONDITIONS & CONSIDERATIONS

Electricity at various downtown light poles

INSURANCE STATUS

Current and on-file with the City Attorney and Downtown Development Authority

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ATTACHMENTS: Special Event Application: Jackson Autism Support Network's "Light It Up Blue Jackson"

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☒ $50 Application Fee
- ☒ ~~☐~~ $25 Late/Rush Fee
- ☒ Insurance documentation for sponsoring organization
- ☒ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name:		
Address: 133 W. Michigan Ave., Jackson, MI 49201		Phone: (517) 812-4303
Tax ID#: 02-0721597	Website: JASN-MI.org	
Contact Name: Shelly Lewis	Phone: 517 812-4303	Email: Shelly@JASM-MI.org
Contact Name: Tina Beagle	Phone: (517) 745-7988	Email: Tina@JASN-MI.org
Contact Name During Event: Tina Beagle		Phone: (517)745-7988

Event Information

Event Name: Light It Up Blue Jackson

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
April 3, 2023	March 25, 2023	4:00pm	10:00pm	May 3, 2023

Has this event occurred before? ☐Yes, (if yes, how many previous years? 10 ☐No

Do you expect this event to occur again next year? YES What is the expected attendance for this event? 50-60

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

☐Walk/Run ☐Festival ☐March/Parade ☐Other: Light Poles

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

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: City Light Poles Downtown Jackson

☒ Streets: W. Michigan Ave. / S. Jackson Rd. / Mechanic St.

☐Other Park: _____

Brief description of Event

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

Bring Awareness of Autism to Jackson, by involving the local downtown Jackson business. We will wrap the light poles with Blue Lights that are donated by the local businesses. The kickoff for our Light It Up Blue event will be n April 3, 2023. at the Lean Rocket Lab between 6:00pm thru 8:30pm (till dusk)
JASN Sign / Banner to be placed near the Lean Rocket Lab from April 1 - 3, 2023. Entertainment will be inside the Lean Rocket Lab.

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

Street Name: N/A Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

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

☒ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: The City of Jackson Light Poles in downtown Jackson
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☒Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☒Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Shelly Lewis

Date: 2/8/23

Office Use ONLY
Application Received: Date: 3/6 Time: AE By:
Application Fee Received: X

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval

Ingham St
W Louis Glick Hwy
E Louis Glick Hwy
Columbus St
W Pearl St
Hayes Ct
E Michigan Ave
W Cortland Ave
E Cortland Ave
S Mechanic St
W Wesley St
E Wesley St

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Pamela Bacon
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517)796-6208 FAX (A/C, No): (517)796-6208 E-MAIL ADDRESS: pbacon@waltoninsurancegroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Auto Owners Insurance Company — 18988
INSURED	INSURER B :
Jackson Autism Support Network P.O. Box 394 Jackson MI 49204	INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2322226098 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		06298868	5/13/2023	5/13/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jackson and Downtown Development Authority are additional insured for Autisn Awaremeness Kickoff event being held April 3, 2023.

CERTIFICATE HOLDER

(517)768-6435 cmays@cityofjackson.org

City of Jackson
Downtown Development Authority
161 W. Michigan Ave.
Jackson, MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pamela Bacon/PBACO Pamela Bacon

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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: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: Special Event Application: Ella Sharp Museum Art, Beer, & Wine Festival

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Recommendation:

Approve a request from the Ella Sharp Museum to host their Art, Beer, & Wine Festival on June 10, 2023 in Ella Sharp Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Art, Beer, & Wine Festival.

I recommend approval of the special event application for the Art, Beer, & Wine Festival. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: March 21, 2023

RECOMMENDATION: Approve a request from the Ella Sharp Museum to host their Art, Beer, & Wine Festival on June 10, 2023 in Ella Sharp Park.

SUMMARY: Community festival to promote arts and culture in/across Michigan. The event will host 5,500 attendees from across Michigan, as well as 100+ vendors and 300+ volunteers.

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
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$400.00
		TOTAL	***$400.00***

CONDITIONS & CONSIDERATIONS

Request use for mobile stage on wheels

INSURANCE STATUS

Current and on-file with the City Attorney and Downtown Development Authority

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ATTACHMENTS: Special Event Application: Art, Beer, & Wine Festival

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- [x] $50 Application Fee
- [ ] $25 Late/Rush Fee
- [x] Insurance documentation for sponsoring organization
- [x] Event Map –*Please indicate the location of all items*
- [x] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be waited down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: The Ella Sharp Museum		
Address: 3225 Fourth Street		Phone: (517) 787 2320
Tax ID#:	Website: ellasharpmuseum.org	
Contact Name: Jesse Yaeger	Phone: 517 787 2320 ext. 235	Email: jesseY@ellasharp.org
Contact Name: Julie Johnson	Phone: 517 787 2320 ext 237	Email: julieJ@ellasharp.org
Contact Name During Event: Jesse Yaeger		Phone: (734) 645 5770

Event Information

Event Name: Art Wine & Beer

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
6-10-2023	5pm 6/09/23 - 1:00 pm 6/10/23	2:00 pm	8:00 pm	8pm - 11 pm

Has this event occurred before? ☒Yes, (if yes, how many previous years? 17 ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 2000-4000 people

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

☐Walk/Run ☒Festival ☐March/Parade ☐Other:_____

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

☐Horace Blackman Park

☐Bucky Harris Park

☒Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location:_____

☐ Streets:_____

☐Other Park:_____

Brief description of Event

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

This is the largest fundraiser of the year for the Ella Sharp Museum. We feature live music, art vendors, local food trucks, and of course, multiple Michigan breweries, wineries, and distilleries to sample!

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

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

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Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

City Resources Requests

Not all resources may be available at your requested site.

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

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs:** Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors:** Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☒ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time: 2pm End Time: 8 pm

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ Traffic Cones ☒ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☐ Other: stage on wheels.

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
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9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: 09/20/2023

Office Use ONLY
Application Received: Date: 1/31/23 Time: 1 pm By: Andrea Gu
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval

Data from: Tripadvisor · Facebook · Foursquare · Wikipedia

festival grounds

P = Requested Parking / Park use

Stage on wheels

STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION

* * * * *

In the matter of the request of **ELLA SHARP MUSEUM ASSOCIATION OF JACKSON** 3225 4th St Jackson, MI 49203 Jackson County	)	Request ID No. 2210-13335

At the January 24, 2023, meeting of the Michigan Liquor Control Commission in Lansing, Michigan.

PRESENT: Pat Gagliardi, Chair
Dennis Olshove, Commissioner

LICENSING APPROVAL ORDER

Ella Sharp Museum Association of Jackson ("applicant") at the above-noted location has requested the Commission to review its application under administrative rule R 436.1419 for the purpose of allowing a temporary outdoor service permit in an area measuring up to 525' x 525', located directly adjacent to the licensed premises, is well-defined and clearly marked for an event to be held on June 10, 2023.

Article IV, Section 40, of the Michigan Constitution (1963), permits the legislature to establish a Liquor Control Commission, which shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. MCL 436.1201(2) provides the Commission with the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the manufacture, importation, possession, transportation and sale thereof.

Commission records indicate the applicant is the holder of 2022 Class C and Specially Designated Merchant licenses with Sunday Sales Permits (A.M. & P.M.), Dance-Entertainment Permit, Specific Purpose Permit (Food), Outdoor Service (1 Area) and (4) Bars issued by the Commission; the request for a temporary outdoor service permit would be held in conjunction with the above-noted license for the dates referenced herein.

The requirements for a temporary outdoor service permit under administrative rule R 436.1419 are the filing of a complete application; a diagram showing the proposed area is well-defined and clearly marked; approval of the chief law enforcement officer who has jurisdiction over the licensed premises; and the payment of the $70.00 inspection fee under MCL 436.1529 at the time of filing. These permits are only available to on-premises licensees under administrative rule R 436.1419.

The Commission finds that it has considered the provisions as required in administrative rule R 436.1105 in the consideration of this request.

After reviewing the file and discussion of the issue at the meeting, the Commission finds that all of the requirements have been met and that this request should be approved.

THEREFORE, IT IS ORDERED that:

A. The request for a Temporary Outdoor Service Permit in an area measuring up to 525' x 525', located directly adjacent to the licensed premises, is well-defined and clearly marked for an event to be held on June 10, 2023 is hereby APPROVED, subject to the following:

   1. **The temporary outdoor service area must comply with all requirements, including but no limited to, reduced occupancy and social distancing requirements under any current local Health department orders, and any local ordinances related to the Coronavirus (Covid-19) pandemic.**
   2. The licensee shall not permit the sale, service or consumption of alcoholic liquor outdoors, except in the well-defined and clearly marked area, under administrative rule R 436.1419.

3. The licensee shall close one existing interior additional bar and utilize same in the requested temporary outdoor service area where customers may obtain their alcoholic beverages from a bartender.
4. The licensee shall ensure that alcoholic beverages purchased for consumption in this outdoor service area may not be removed and taken to any adjacent unlicensed area(s).
5. The licensee shall ensure that all alcoholic beverages remain on the licensed premises.
6. The licensee shall take all necessary actions to ensure the health, safety and welfare of all patrons and guests.
7. The licensee shall retain all profits from the sale of alcoholic beverages.

B. Under administrative rule R 436.1003(1), the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Under administrative rule R 436.1003(2), a licensee shall not use a license at the licensed premises unless a temporary or permanent certificate of occupancy has been issued by the local unit of government having jurisdiction over the location of the licensed premises or the licensed premises complies with administrative rule R 436.1003(1). Approval by the Michigan Liquor Control Commission does not waive these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals before opening the business for operation.

C. Failure to comply with all laws and rules may result in the revocation of the approval contained in this order.

MICHIGAN LIQUOR CONTROL COMMISSION

Pat Gagliardi

Pat Gagliardi, Chair

Dennis Olshove, Commissioner

J2
Date Mailed:

STATE OF MICHIGAN - LIQUOR CONTROL COMMISSIOI

Department of Licensing and Regulatory Affairs

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

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

THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO MAY 24, 2022

BUSINESS ID: 133398 FILE NUMBER: L17250

ELLA SHARP MUSEUM ASSOCIATION OF JACKSON
D/B/A ELLA'S GRANARY RESTAURANT

3225 4TH ST,
JACKSON, MI 49203-5001

JACKSON COUNTY
L-226
JACKSON CITY

LICENSE #	LICENSE:	ACT:
L-000079241	Class C	
L-000079242	Specially Designated Merchant	

TOTAL BARS: 3 OUTDOOR SERVICE AREA: 1 ROOMS:
DIRECT-CONNECTIONS: PASSENGERS:

PERMIT
Outdoor Service Area(1), Dance-Entertainment, Specific Purpose(Food) [Sunday-Sunday Hours: 7:00 AM-12:00 PM], Sunday Sales (AM), Sunday Sales (PM):Class C- Spirits & Mixed Spirit Drink, Additional Bar(3)

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

LIQUOR CONTROL COMMISSION

LICENSEE(S) SIGNATURE(S)

LICENSE EFFECTIVE MAY 1, 2022 - EXPIRES APRIL 30, 2023

2022
2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dawn Fisher	
The Craft Agency Inc. 2533 Spring Arbor Rd P O Box 1187 Jackson MI 49204	PHONE (A/C, No, Ext): (517)787-0077	FAX (A/C, No): (517)787-9356
	E-MAIL ADDRESS: dmf@craftagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Michigan Millers Mutual Ins Co	14508
INSURED Ella Sharp Museum Association of Jackson 3225 Fourth St Jackson MI 49203	INSURER B : Travls Prop Casualty Co of Am	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23/24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCURRENCE X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			C0519781	1/27/2023	1/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			C0519781	1/27/2023	1/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			L0301869	1/27/2023	1/27/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W0514518	1/27/2023	1/27/2024	Y PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Museum Form incl Property of Others			QT660588X160A	1/27/2023	1/27/2024	$1,700,000 Total Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder named as additional insured with respect to general liability per the attached form.

CERTIFICATE HOLDER

(866)971-2117 aecon@cityofjackson.org

City of Jackson
Downtown Development Authority
161 W Michigan Ave
Jackson, MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Craft/DMF

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Jackson Downtown Development Authority 161 W Michigan Ave Jackson, MI 49201
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CITY OF JACKSON
Founded 1829

Office of the Mayor
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: March 21, 2023

SUBJECT: Appointment to Downtown Development Authority

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint Thomas Loveberry to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2027

In accordance with the City Code Section 2-401 providing for creation of Authority pursuant to Act 197 of the Public Acts of 1975, adopted 3/2/77 and City Commission resolution adopted 11/26/91. Members are appointed by the Mayor subject to Council confirmation, for four year terms. The Mayor serves during term of office. The Board shall consist of 13 members, with at least seven having an interest in downtown district property, and at least one member a resident of the downtown district.

It is my recommendation, therefore, to appoint Thomas Loveberry to the Downtown Development Authority for a four-year term, beginning immediately, and ending on March 31, 2027.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, February 8, 2023 10:44 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Thomas
Last Name	Loveberry
Address	180 W. MICHIGAN AVE Suite 1201
City	jackson
State	MI
Zip	49201
Phone Number	5172622173
Email	Tomloveberry@yahoo.com
Last four digits of Social Security Number	
Occupation	Parking enforcement for city Retired firefighter
Describe your community involvement.	Annual MDA firefighter fill the boot. Union breast cancer pink tshirt sales.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	2 yrs
Which board or commission are you interested in? You may choose more than one.	Downtown Development Authority Board
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	To help the downtown thrive with business, population and make it a great destination for visitors to our city.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final

consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Thomas Loveberry
Date of Submission	2/8/2022

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CITY OF JACKSON
Founded 1829

Office of the Mayor
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: March 21, 2023

SUBJECT: Appointment to Downtown Development Authority

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint Erin Valkuchak to the Downtown Development Authority effective immediately and with a term ending on January 31, 2026. Ms. Valkuchak will be completing Katima Dickenson's term, as her appointment to this Authority has been invalidated by no longer residing in the City and County of Jackson.

In accordance with the City Code Section 2-401 providing for creation of Authority pursuant to Act 197 of the Public Acts of 1975, adopted 3/2/77 and City Commission resolution adopted 11/26/91. Members are appointed by the Mayor subject to Council confirmation, for four year terms. The Mayor serves during term of office. The Board shall consist of 13 members, with at least seven having an interest in downtown district property, and at least one member a resident of the downtown district.

It is my recommendation, therefore, to appoint Erin Valkuchak to the Downtown Development Authority, replacing Katima Dickenson with a term that begins immediately and ends on January 31, 2026.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, March 13, 2023 10:53 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Erin
Last Name	Valkuchak
Address	1111 S. Webster St
City	Jackson
State	Mi
Zip	49204
Phone Number	517-914-4594
Email	erinc@farmsudz.com
Last four digits of Social Security Number	
Occupation	Business manager of FarmSudz, LLC.
Describe your community involvement.	I run a small family owned business downtown Jackson that works closely with the other retailers, restaurants, and DDA to put on (pretty cool) events. We have become a tight crew that supports, encourages, and helps each other as well as all the businesses downtown. I've brainstormed with the Interfaith Shelter to come up with ways our downtown community can help their mission. I am also active in my sons' schools and their, ever growing, extracurriculars.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards	Yes

and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	22 years
Which board or commission are you interested in? You may choose more than one.	Downtown Development Authority Board
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I love being part of the downtown community and would like to help continue this forward motion we've got going.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Erin Valkuchak
Date of Submission	3/12/23

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Residents in Action/City of Jackson Homeless Project
Hotel Check Out ACTUAL 03.17.23

	Travel Lodge (18 - 21 Rooms)			America's Best (8 - 11 rooms)	
	Days	Amount		Day	Amount
12/14/22-01/09/23	321	$ 16,833.75	***12/24/22-03/21/23***	532	$28,725.00
01/01/23-01/30/23	545	$ 29,913.97			
Misc (Worden)	16	$ 200.00			
01/30/23-03/02/23	588	$ 36,225.00			
03/02/23-03/12/23	252	$ 13,230.00			
03/12/23-03/16/23	72	$ 3,780.00			
03/16/23-03/21/23 Projected	25	$ 1,312.50	***03/17/23-/3/24/23***	14	$ 756.00
Total	**1819**	**$ 101,495.22**	**Total**	**546**	**$29,481.00**

Total Combined Hotel Days	2365
Total Combined Hotel	**$ 130,976.22**
Credit from 1st Approved	**$ (10,000.00)**
Grand Total	**$ 120,976.22**

Adjusted Budget	Notes
$ 86,250.00	Originally Allocated
$ 30,000.00	Reallocated from the $40,000 Food Budget
$ 5,000.00	Reallocated from the $20,000 Supplies Budget
$ 121,250.00	Balance $273.78

Adjusted Budget	Notes
$ 86,250.00	Originally Allocated
$ (130,976.22)	Actual Hotel Expenses
$ 10,000.00	Subtract City Council Other Allocated funds
$ (34,726.22)	Amount over original allocation

*Received approval from City Council to adjust budget so people could stay longer
$30,000 taken from the food line item
$5,000 taken from the Supplies line item

MASTER ALL PymtSummary 03.17.23

	Reimbursement - Please do not count as income						Check Request
Dates	**Hotel**	**Rent/Utilities /Storage**	**Food**	**Supplies**	**Salary**	**Total**	**Notes**
2/17/23	$ 69,768.90		$ 2,147.89	$ 601.40	$ 19,840.00	$ 92,358.19	Paid Includes RiA Backbone
3/3/23	$ 26,497.10		$ 2,226.75	$ 80.96	$ 6,500.00	$ 35,304.81	Paid
3/17/23	$ 24,710.22	$ 2,000.00	$ 2,355.95	$ 3,503.98	$ 3,750.00	$ 36,320.15	Submitted
TOTAL	**$120,976.22**	**$ 2,000.00**	**$ 6,730.59**	**$ 4,186.34**	**$ 30,090.00**	**$ 163,983.15**	
					Grand Total	**$ 163,983.15**	

Budget	**$ 198,720.00**
Expenses to date	**$ 163,983.15**
Balance	**$ 34,736.85**

Residents in Action/City of Jackson - Homeless Project
Budget Summary Submitted 03/17/23

Budget Item	Budget	Hours /Days Used	Hours/ Days Balance	Budget Amount Balance	Notes
Homelessness Support Specialists (@44 hours per week) (Community-Based Workers for Basic Needs, Coordination and Navigation w/Organizations/Agencies). Original Hours - $14,300.00 (572 Hours) 03/03/23 - Reallocate - $9,250.00 (370 Hours)	**$23,550**	448	494	$ 12,350.00	Hours expensed (time period 12/21/22-02/11/23) 448/Dollars $11,200
		260	234	$ 5,850.00	Hours expensed (time period 02/12/23-03/04/23) 260/Dollars $6,500
		150	84	$ 2,100.00	Hours expensed (time period 03/05/23-03/1823) 150/Dollars $3,750
		858	***84***	***$ 2,100.00***	***Staff SubTotal***
Operational/Data Lead	$ -	0	0	$ -	Reallocated staff hours from the Operational/Data Lead ($6,250.00/50 hours) Performance Advisor ($3,000.00/20 hours)
Performance Advisor	$ -	0	0	$ -	
Hotel Room Costs (room cost + occupancy tax for 30 nights/budgeted for 23 unique families/individuals) ORIG Days - 1597/ORIG Budget $86,250 02/11/23 - Add Days - 370/From Reallocated Food Benefit $20,000 03/03/23 - Add Days - 185/From Reallocated Food Benefit $10,000 03/11/23 - Added Days - 92/From the Reallocated Supplies $5,000	**$ 121,250.00**	1292	953	$ 51,481.10	The cliff is has arrived Some people moved into long term/permanent stable housing. Some secured funding for alternate short term/temporary housing. Some have been released back to the streets. :-(A handful of rooms are still in the hotel as we work with agencies to potentially transition to alternate funding (i.e families with small children, elderly, most vulnerable who can't navigate systems)
		491	801	$ 24,984.00	
		458	5	$ 273.78	Since we are over original budget, we reallocated from the food and supply budget line items
		2,240	***5***	***$ 273.78***	***Hotel Room Expenses SubTotal***
Food/food cards *($100.00 per wk for lodged + community funds)* Originally budgeted $40,000 02/11/23 - Reduced this Budget to $20,000; Added $20,000 to the hotel budget line 03/17/23 - Reduced this Budget to $10,000 Added an additional $10,000 to the hotel budget line item	**$ 10,000.00**	N/A	N/A	$ 17,852.11	
		N/A	N/A	$ 5,625.36	Correction on the amount spent last report period
		N/A	N/A	$ 3,269.41	
		N/A	N/A	***$ 3,269.41***	***Food Expenses Sub Total***
Clothing and warming supplies, basic needs, household supplies, Covid needs, & transportation (gas cards and bus cards), application and legal document fees, etc. Originally Budgeted $20,000 03/17/23 - Reduced this Budget to $15,000 Added an additional $5,000 to the hotel budget line item	**$ 15,000.00**	N/A	N/A	$ 14,398.60	
		N/A	N/A	$ 14,317.64	
		N/A	N/A	$ 10,813.66	
		N/A	N/A	***$ 10,813.66***	***Supplies Expenses Sub Total***
Office supplies and technology	**$ 1,000.00**	N/A	N/A	***$ 1,000.00***	***Office/Supplies/Tech Expenses Sub Total***
Rent, Utilities, Storage, etc.	**$ 2,000.00**	N/A	N/A	***$ -***	***Rent, Utilities, Storage Expenses Sub Total (submitted to FSCA)***
Total	**$172,800**			***$ 17,456.85***	
Fiduciary and RIA Backbone Support (15%)	**$ 17,280.00**	N/A	N/A	***$ 17,280.00***	
	$ 8,640.00	N/A	N/A	$ -	
Final Total	**$ 198,720.00**	N/A	N/A	***$ 34,736.85***	

Residents in Action/City of Jackson - Homeless Project
Payment Detail

Date	Payee	Debit/Credit	Credit Card	Category	Notes	Paid/Reimburse	Report Date
03/05/23-03/24/23	AB and TL Combined	($24710.22)	Placedholder for City Summary	Hotel - Placeholder	City and FSCA charges (still need to validate accuracy of billing) Does not account for incidentals, damages or credits that may result from payment audit	Debits on Cards - City and FSCA	Reported on 03/17/23
05/23-03/18/23	1250	($1,250.00)	Salena	Staff	50 hours	Salena	Reported on 03/17/23
05/23-03/18/23	1250	($1,250.00)	Daveda	Staff	50 hours	Daveda	Reported on 03/17/23
05/23-03/18/23	500	($500.00)	Myeshia	Staff	20 hours	-130976.22	Reported on 03/17/23
05/23-03/18/23	750	($750.00)	MJ	Staff	30 hours	MJ	Reported on 03/17/23
2/24/23	Gordon Food Service	($19.58)	Receipt	Supplies	Chafing Fuel	Daveda	Reported on 03/17/23
2/24/23	Saint Vincent	($25.41)	Receipt	Supplies	Pants for UV TL Rm#204	Daveda	Reported on 03/17/23
2/17/23	Aunt Millie's Bakery	($23.00)	Receipt	Food	TL/AB Dinner	Daveda	Reported on 03/17/23
1/19/23	Dollar Tree	($14.37)	Receipt	Supplies		Daveda	Reported on 03/17/23
2/17/23	Dollar General	($13.78)	Receipt	Food	Plates - TL/AB Dinner	Daveda	Reported on 03/17/23
2/28/23	McDonald's	($34.58)	Receipt	Food	AB Rms 211, 333 and 413	Daveda	Reported on 03/17/23
2/15/23	Little Caesars	($99.20)	Receipt	Food	TL/AB Dinner	Daveda	Reported on 03/17/23
2/16/23	Sam's Club	($226.66)	Receipt	Food	TL/AB Dinner	Daveda	Reported on 03/17/23
2/15/23	Sam's Club	($22.12)	Receipt	Supplies	Gas	Daveda	Reported on 03/17/23
2/15/23	Dollar Tree	($16.35)	Receipt	Food	Drinks/Containers TL/AB Dinner	Daveda	Reported on 03/17/23
2/13/23	Party	($13.30)	Receipt	Food	Steam pans for TL/AB Dinner	Daveda	Reported on 03/17/23
3/8/23	Dollar Tree	($125.00)	Receipt	Supplies	$300 Cash App to PTG for hygiene items, cleaning and basic needs	Tashia Carter	Reported on 03/17/23
2/15/23	Dollar Tree	($127.50)	Receipt	Supplies	$300 Cash App to PTG for hygiene items, cleaning and basic needs	Tashia Carter	Reported on 03/17/23

Residents in Action/City of Jackson - Homeless Project
Payment Detail

Date	Payee	Debit/Credit	Credit Card	Category	Notes	Paid/Reimburse	Report Date
3/14/23	Dollar Tree	($47.50)	Receipt	Food	$300 Cash App to PTG for hygiene items, cleaning and basic needs	Tashia Carter	Reported on 03/17/23
		($1,500.00)	Receipt	Food	Placeholder - Get receipts	Daveda	Reported on 03/17/23
		($170.00)	Receipt	Supplies	Placeholder - Get receipts	Daveda	Reported on 03/17/23
3/12/23	Walmart	($315.93)	Receipt	Food	TL/AB Dinner	Tashia Carter	Reported on 03/17/23
3/8/23	Gordon Food Service	($65.65)	Receipt	Food	TL/AB Dinner	Tashia Carter	Reported on 03/17/23
3/17/23		($3,000.00)		Supplies	Advance for Event Supplies	Tashia Carter	
12/21/23-03/31/23	PTG	($2,000.00)	Invoice	Rent, Utilities, Storage, etc.		Partial to Girls	Reported on 03/17/23
		($36320.15)					

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: March 21, 2023

SUBJECT: Resolution transitioning City wide elections to even number years

---

Recommendation:

Approve a resolution, by roll call vote, which would transition City wide elections to even number years beginning in 2026.

In accordance with MCL 168.642(7)(b) a public hearing was established at the February 21, 2023 City Council Meeting. The required notice was published in the Jackson Citizen Patriot and posted. The public hearing took place during the March 7, 2023 City Council Meeting.

The recommendation to transition to even year City wide elections was first presented to Council at the June 16, 2020 Meeting by Chair Daniel Greer of the Charter Review Committee. The Charter Review Committee's original methodology to transition is not consistent with Michigan Election Law. MCL 168.644g (1) states **"A term of office shall not be shortened by the provisions of sections 641 to 644i".**

The Election Commission met on February 10, 2023 and the body voted unanimously in support of transiting elections to even years. The following plan was developed that is consistent with Election Law and **would give the electors in the City the power to decide which candidates would receive the additional year in office;**

- In 2023 the term expiration for Treasurer and Council seats in Wards 2, 4, and 6 would be extended from 2027 until 2028.
- In 2023 the term expiration for Mayor would be extended from 2025 until 2026.
- In 2025 the term expiration for Council seats in Wards 1, 3, and 5 would be extended from 2029 until 2030.
- **The last odd year City Election would take place in 2025**.
- In November 2026 the Office of Mayor would be on the ballot with the term expiring in 2028 after which the two year term cycle would commence.
- In November 2028 the Office of Treasurer and Council seats for Wards 2, 4, and 6 would be on the ballot with the terms expiring in 2032 after which the four year term cycle would commence.
- In November 2030 the Council seats in Wards 1, 3, and 5 would be on the ballot with the terms expiring in 2034 after which the four year term cycle would commence.

Your consideration and concurrence is appreciated.

CITY OF JACKSON, MICHIGAN

RESOLUTION NO. _____

RESOLUTION APPROVING AN EVEN-YEAR ELECTION CYCLE FOR CITY OF JACKSON PRIMARY AND GENERAL ELECTIONS COMMENCING IN 2026

WHEREAS, the Jackson City Charter currently provides for odd-year primary and general elections as set forth in Charter Sections 6.5 and 6.6;

WHEREAS, City Council, upon the recommendation of the City Election Commission, has determined that even-year elections are desirable and would be advantageous to City functioning, save taxpayer money on election costs, improve election efficiency, and potential voter turnout;

WHEREAS, the Home Rule City Act, Public Act 279 of 1909, MCL 117.1 et seq. states that, notwithstanding any charter provision to the contrary, a city may provide by resolution for any election provision that is consistent with the Michigan election law. MCL 117.3b(3);

WHEREAS, pursuant to the Michigan election law, being Public Act 166 of 1964, sections 642, and 642a (MCL 168.642 and MCL 168.642a) City Council is authorized to change the City election schedule from odd-year elections to even-year elections by a City Council adopted resolution;

WHEREAS, the requirements imposed and implemented by this Resolution will supersede the election schedule provisions of Charter Sections 6.5 and 6.6 even if voters ultimately reject any future proposal to update the text of the City Charter. MCL 117.3b(3);

WHEREAS, pursuant to MCL 168.642a(4) this Resolution is proper as it shall be voted upon before January 1, 2026 and 2026 is the year in which Council intends the change in election schedule to take effect;

WHEREAS, City Council having conducted a public hearing as required by MCL 168.642(7)(b), upon notice of the public hearing as required by the Michigan Open Meetings Act and publication by the City Clerk;

WHEREAS, upon passage this Resolution, this Resolution will be filed with the Michigan Secretary of State;

WHEREAS, the current Charter, Sections 6.5 and 6.6, read as follows:

Section 6.5. City Primary Elections.

(1) A citywide and/or ward primary election for the nomination of candidates for elective city offices shall be held on the first Tuesday after the first Monday of August in all odd-numbered

years. A primary election shall be held when three (3) or more candidates file nominating petitions for the same office. The city primary election shall be conducted in the same manner as a general city election.

(2) The two candidates for each elective city office receiving the greatest number of votes in the primary election shall be placed on the general city election ballots as candidates for the office to which they were nominated.

Section 6.6. General City Elections.

(1) A general city election shall be held on the first Tuesday after the first Monday in November of each odd-numbered year.

(2) The candidate receiving the greatest number of votes for an office at the election shall be deemed elected to that office.

NOW, THEREFORE, BE IT RESOLVED THAT:

Effective January 1, 2026, the City of Jackson election schedule shall be amended to provide for an even-year election schedule instead of an odd-year election schedule, and that this Resolution will supersede the current election schedule City Charter provisions including and especially Sections 6.5 and 6.6, even if voters reject a proposal to update the text of Sections 6.5 and 6.6 in the future.

ACCORDINGLY, effective January 1, 2026 a citywide and/or ward primary election for the nomination of candidates for elective city offices shall be held on the first Tuesday after the first Monday in August in all even-numbered years. In addition, effective January 1, 2026 a general city election shall be held on the first Tuesday after the first Monday in November of each even-numbered year. All other provisions of City Charter Sections 6.5 and 6.6 not otherwise amended hereby shall remain in full force and effect.

2. A certified copy of this Resolution shall be received and retained by the City Clerk in the manner prescribed by the revised Michigan election law, MCL 168.1, et seq., and filed with the Michigan Secretary of State.

3. All resolutions and parts of resolutions, insofar as they may conflict with the provisions of this Resolution, are hereby repealed.

Moved by:		
Seconded by:		

Ayes:		
Nays:		
Absent:		
Abstained:		
Motion carried.		

I, Andrea Muray, Clerk of the City of Jackson, certify that the foregoing is a true and complete copy of the Resolution duly adopted by the Jackson City Council at a meeting held on March 21, 2023.

_____

Andrea Muray, City Clerk

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: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: Police Department's In-Car Camera System

Recommendation:

Authorize signing of the contract with Axon and moving forward with the In-Car camera project at the Police Department.

Attached is a memorandum from Director Elmer Hitt regarding the in-car camera system.

I recommend authorizing the contract and moving forward with the project. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer J. Hitt, Director of Police and Fire Services

DATE: March 21, 2023

RECOMMENDATION: Approval of In-Car Camera Contract

SUMMARY

The Jackson Police Department began using Axon Enterprise, Inc.'s in-car camera system in February 2019. This system is connected to the body-worn and interview room camera systems currently used by the Department.

BUDGETARY CONSIDERATIONS

The five-year contract includes annual payments of $56,296 for each of the five years, beginning in November 2023; with a total 5-year cost of $281,477. There will be no budget expenditures in FY 22/23. In the budget request for FY 23/24, the Police Department allotted $55,000 for this project, which is only $1,296 less than the quoted amount of $56,296.

HISTORY, BACKGROUND and DISCUSSION

The Jackson Police Department has had some sort of in-car camera system for 20 years. The videos from the in-car cameras are a tool to show proof of what happens during citizen contacts. The current 5-year contract will end in October 2023, and we would like to enter into another 5-year contract which will run through October 2028.

DISCUSSION OF THE ISSUE

Axon has provided Sole Source documentation, which precludes the need for a bid process.

Axon would require the attached Master Services and Purchasing Agreement (MSPA) to be signed by the City of Jackson. City Attorney Matt Hagerty has vetted the MSPA. By signing the contract now, the City gives authorization to Axon to start planning the replacement of the in-car cameras in each of our patrol vehicles, which will occur approximately in November 2023.

POSITION

I recommend entering into the contract with Axon and moving forward with the project.

ATTACHMENTS

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-460763-44985.913KH

Issued: 02/28/2023

Quote Expiration: 03/30/2023

Estimated Contract Start Date: 12/15/2023

Account Number: 306017
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-216 E Washington Ave 216 E Washington Ave Jackson, MI 49201-2366 USA	Jackson City Police Dept -MI 216 E Washington Ave Jackson, MI 49201-2366 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Elmer Hitt Phone: (517) 768-8721 Email: ehitt@cityofjackson.org Fax: (517) 788-4129

Quote Summary

Program Length	60 Months
TOTAL COST	$281,476.80
ESTIMATED TOTAL W/ TAX	$281,476.80

Discount Summary

Average Savings Per Year	$21,243.20
TOTAL SAVINGS	$106,216.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	$56,295.36	$0.00	$56,295.36
Nov 2024	$56,295.36	$0.00	$56,295.36
Nov 2025	$56,295.36	$0.00	$56,295.36
Nov 2026	$56,295.36	$0.00	$56,295.36
Nov 2027	$56,295.36	$0.00	$56,295.36
Total	**$281,476.80**	**$0.00**	**$281,476.80**

Quote Unbundled Price:	**$387,692.80**
Quote List Price:	**$340,766.80**
Quote Subtotal:	**$281,476.80**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3ARe	Fleet 3 Advanced Renewal	22	60	$214.29	$178.74	$178.74	$235,936.80	$0.00	$235,936.80
A la Carte Hardware									
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	22			$249.00	$249.00	$5,478.00	$0.00	$5,478.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	22			$1,449.00	$1,449.00	$31,878.00	$0.00	$31,878.00
70112	AXON SIGNAL UNIT	22			$279.00	$279.00	$6,138.00	$0.00	$6,138.00
72034	FLEET SIM INSERTION, VZW	22			$15.00	$15.00	$330.00	$0.00	$330.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	22			$2,695.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties									
80379	EXT WARRANTY, AXON SIGNAL UNIT	22	60		$1.30	$1.30	$1,716.00	$0.00	$1,716.00
Total							**$281,476.80**	**$0.00**	**$281,476.80**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	22	11/15/2023
A la Carte	70112	AXON SIGNAL UNIT	22	11/15/2023
A la Carte	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	22	11/15/2023
A la Carte	72034	FLEET SIM INSERTION, VZW	22	11/15/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	22	11/15/2023
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	22	11/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	22	12/15/2023	12/14/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	22	12/15/2023	12/14/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	22	12/15/2023	12/14/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	44	12/15/2023	12/14/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	22

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80379	EXT WARRANTY, AXON SIGNAL UNIT	22	12/15/2023	12/14/2028
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	22	11/15/2024	12/14/2028

Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	22	$6,375.60	$0.00	$6,375.60
Year 1	70112	AXON SIGNAL UNIT	22	$1,227.60	$0.00	$1,227.60
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	22	$1,095.60	$0.00	$1,095.60
Year 1	72034	FLEET SIM INSERTION, VZW	22	$66.00	$0.00	$66.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	22	$0.00	$0.00	$0.00
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	22	$343.20	$0.00	$343.20
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	22	$47,187.36	$0.00	$47,187.36
Total				**$56,295.36**	**$0.00**	**$56,295.36**

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	22	$6,375.60	$0.00	$6,375.60
Year 2	70112	AXON SIGNAL UNIT	22	$1,227.60	$0.00	$1,227.60
Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	22	$1,095.60	$0.00	$1,095.60
Year 2	72034	FLEET SIM INSERTION, VZW	22	$66.00	$0.00	$66.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	22	$0.00	$0.00	$0.00
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	22	$343.20	$0.00	$343.20
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	22	$47,187.36	$0.00	$47,187.36
Total				**$56,295.36**	**$0.00**	**$56,295.36**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	22	$6,375.60	$0.00	$6,375.60
Year 3	70112	AXON SIGNAL UNIT	22	$1,227.60	$0.00	$1,227.60
Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	22	$1,095.60	$0.00	$1,095.60
Year 3	72034	FLEET SIM INSERTION, VZW	22	$66.00	$0.00	$66.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	22	$0.00	$0.00	$0.00
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	22	$343.20	$0.00	$343.20
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	22	$47,187.36	$0.00	$47,187.36
Total				**$56,295.36**	**$0.00**	**$56,295.36**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	22	$6,375.60	$0.00	$6,375.60
Year 4	70112	AXON SIGNAL UNIT	22	$1,227.60	$0.00	$1,227.60
Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	22	$1,095.60	$0.00	$1,095.60
Year 4	72034	FLEET SIM INSERTION, VZW	22	$66.00	$0.00	$66.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	22	$0.00	$0.00	$0.00
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	22	$343.20	$0.00	$343.20
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	22	$47,187.36	$0.00	$47,187.36
Total				**$56,295.36**	**$0.00**	**$56,295.36**

Nov 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	22	$6,375.60	$0.00	$6,375.60
Year 5	70112	AXON SIGNAL UNIT	22	$1,227.60	$0.00	$1,227.60
Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	22	$1,095.60	$0.00	$1,095.60
Year 5	72034	FLEET SIM INSERTION, VZW	22	$66.00	$0.00	$66.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	22	$0.00	$0.00	$0.00
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	22	$343.20	$0.00	$343.20
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	22	$47,187.36	$0.00	$47,187.36
Total				**$56,295.36**	**$0.00**	**$56,295.36**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/28/2023

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Jackson City Police Dept -MI the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not ‘certify’ a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

2/27/2023

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

[1] Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

17800 N 85TH STREET
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AXON.COM

- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and

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interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology
- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock
- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-l-07+Al:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System
- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure

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- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

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Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency’s domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable

password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe
- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:
- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)
- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live

streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate

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- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

AXON

Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202

2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529

3. Axon Flex 2 Controller Model: 11532

4. Axon Flex 2 USB Sync Cable Model: 11534

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5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555

7. Universal Helmet Mount Model: 11548

8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

9. Axon Body 2 Camera Model: 74001

10. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054

11. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Mini MOLLE Mount, Axon RapidLock Model: 11703
    - Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

13. Axon Signal Unit Model: 70112

14. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538

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- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

15. Axon Signal Performance Power Magazine (SPPM) Model: 70116

16. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.

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11. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
14. **Axon Core**: Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

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, AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond,

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JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Terminate the contract award for the renovation of 404 Homewild and abandon this transitional housing project.

Recommendation: Terminate the contract award with Family First Builders LLC for the renovation of 404 Homewild Ave and abandon this transitional housing project.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT
March 21, 2023

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: **Council Meeting March 21th, 2023**

RECOMMENDATION: Terminate the contract award with Family First Builders LLC for the renovation of 404 Homewild Ave and abandon this transitional housing project.

SUMMARY

On July 12, 2022 , Family First Builders LLC was awarded the contract for the renovation of 404 Homewild Ave. for the purpose of transitional housing. Contract award amount was $194,240. The Builder is unable to complete the project. Based upon the decision Council made to abandon the Hollywood St transitional housing project City Staff recommends abandoning this 404 Homewild Ave transitional housing project. Sell the home.

BUDGETARY CONSIDERATIONS

ARPA expenditures to date for this project $32,692.97, this amount is not related to the contract award of $194,240 to Family First Builders LLC.

HISTORY, BACKGROUND and DISCUSSION

The City acquired several homes under right of first refusal. November 1st, 2021 one million of ARPA dollars was allocated by Council to address housing needs in the community. Five structures were identified for rehabilitation to address the need for transitional housing. 404 Homewild Ave was one of the five structures identified. Pre- construction work was completed prior to the renovation bid IE: Site clean-up, Environmental Service, Risk Assessment, and Lead Abatement. Having the pre-construction work done prior to bid allows for less certifications that may be required by a builder to complete the work, such as having workers that specialize in working with Lead. Family First Builders LLC was awarded the bid to renovate the structure. The builder stared the project late, staff had several meetings with the Builder about the contract requirements for project. The builder continued to assure staff the project would be completed as stated in the contract. After more than seven months of excuses from the builder, it is apparent the project cannot be completed in accordance with the previously awarded contract. The transitional housing project was the “will” of the previous Council. Most recently the current Council voted to abandon the Hollywood St transitional housing project and sell the property which did occur. Staff recommends Council follow the same decision with 404 Homewild Ave by abandoning the project.404 Homewild Ave can be listed for sale on the MLS.

POSITIONS

Staff recommends approval of the recommendation.

404 HOMEWILD

PIN# 7-028400000

G/L: 101-571-000-818.571 (Expenses) \ Revenue Deposit - Rehab ARPA G/L

Ready to List **3.1.23**

Sales Price	$	-
Est. ARPA Cost *	$	32,692.97
ARPA BALANCE	**$**	**(32,692.97)**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Mohawk	Clean-up Services (ARPA)	Pd 12.17.21	Inv#2112	$ 2,000.00	$ 2,000.00	$ -
ETC	Environmental Serv. (ARPA)	Inv#93945	Pd 12.16.21 (Ck#181698)	$ 550.00	$ 550.00	$ -
Red Cedar	Risk Assessment (ARPA)	Inv#3477	Pd 2.18.22	$ 475.00	$ 475.00	$ -
Family First	Lead Abatement (ARPA)	Inv#22-0022	Pd 4.22.22 (Ck#187623)	$ 24,625.00	$ 24,625.00	$ -
Patriot	Pest Control (ARPA)	N/A	No Charge	$ -	$ -	$ -
Subtotal	**Contract Amount(s)**			**$ 27,650.00**	**$ 27,650.00**	**$ -**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct		N/A		$ -	$ -	$ -
Water >	No Water Service since 7.13.2015					
	Meter Replace	N/A		$ -	$ -	$ -
	Billing #1	N/A		$ -	$ -	$ -
Procurement Card		Home Depot	Entry Lock Key Safe (pd 4.12.22)	$ 31.00	$ 31.00	$ -
Contingency		N/A		$ -	$ -	$ -
Miscellaneous / Mlive Rehab Ad (#10330986) - Lead Abatement (ARPA)				*$ 109.66*	$ 109.66	$ -
City Employee(s) ARPA Hrs.		Hrly Rate **	# of Hrs.			
	Brian Taylor	$ 67.52	40.00	$ 2,700.80	$ 2,700.80	$ -
	Sven Harrison	$ 50.40	32.00	$ 1,612.80	$ 1,612.80	$ -
	Mark Fish	$ 63.77	3.00	$ -	$ -	$ -
	Kim Randell	$ 50.05	3.00	$ -	$ -	$ -
	Sindy Foster	$ 41.65	1.00	$ 41.65	$ 41.65	$ -
	Shannon Williams	$ 47.96	2.00	$ 95.92	$ 95.92	$ -
	Shane LaPorte	$ 75.19	6.00	$ 451.14	$ 451.14	$ -
County Tax Foreclosure / Chargeback Cost (Ward 5 - YR 2018) - N/A						
(Est. Chargeback of $1,034.21 not included in cost - property purchased Prior to ARPA approval)				$ -	$ -	$ -
Taxes		N/A	N/A	$ -	$ -	$ -
Special Assessment		N/A	N/A	$ -	$ -	$ -
Open Receivables		$0.00 balance	Verified in Building.net 3.1.23	$ -	$ -	$ -
Open Utility		$0.00 balance	Verified in Building.net 3.1.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 3.1.23	$ -	$ -	$ -
Net Real Estate Fees			est. *	$ -	$ -	$ -
Subtotal	**Additional Cost**			**$ 5,042.97**	**$ 5,042.97**	**$ -**

	ARPA Cost * **	ARPA Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 32,692.97**	$ 32,692.97	**$ -**

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: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: Approve Submission of the HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) Allocation Plan and Authorize the Mayor to Sign Required Documents for Submission to HUD.

Recommendation:

Approve submission of the HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) Allocation Plan, and authorize the Mayor to sign Forms SF-424, SF-424B, SF-424D, the HOME-ARP Certifications, and any other documentation required for submittal of the Allocation Plan to HUD.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the submission of the HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) Allocation Plan, and authorize the Mayor to sign Forms SF-424, SF-424B, SF-424D, the Certifications, and any other documentation required for submittal of the Allocation Plan to HUD.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21, 2023

RECOMMENDATION: Approve submission of the HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) Allocation Plan, and authorize the Mayor to sign Forms SF-424, SF-424B, SF-424D, the HOME-ARP Certifications, and any other documentation required for submittal of the Allocation Plan to HUD.

SUMMARY

Approve submission of the HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) Allocation Plan, and authorize the Mayor to sign Forms SF-424, SF-424B, SF-424D, the HOME-ARP Certifications, and any other documentation required for submittal of the Allocation Plan to HUD.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations with this request.

HISTORY AND BACKGROUND

On September 21, 2021, the City of Jackson was notified of its eligibility to receive $1,137,398 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development. The purpose of this supplemental funding is to provide homelessness assistance and supportive services through several eligible activities. To receive funding, the City must develop and submit to HUD this Allocation Plan, which includes an outline of the consultation and public participation processes undertaken, an assessment of the needs of qualifying populations and gaps in local housing and services systems, and planned uses for HOME-ARP funds for prioritized populations and eligible activities.

DISCUSSION OF THE ISSUE

The HOME-ARP program requires the City to develop an Allocation Plan identifying the use of the funding, which will be submitted to HUD for review and approval before HOME-ARP funding is made available. The Allocation Plan will be submitted as a substantial amendment to the Fiscal Year 2021 Annual Action Plan. The City conducted the required public hearing to receive citizen comment on the draft Allocation Plan on March 7, 2023. The City also considered all comments received, either oral or written, during the required 15-day public comment period from February 28 – March 15, 2023. A

summary of those comments is included in the Allocation Plan. The Allocation Plan must be submitted no later than March 31, 2023, and is hereby presented for City Council's approval for final submission to HUD.

Also attached is the Application for Federal Assistance (HUD Form SF-424), Assurances for Non-Construction Programs (SF-424B) and Construction Programs (SF-424D), and the HOME-ARP Certifications.

POSITIONS

Requested action is for City Council to Approve submission of the HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) Allocation Plan, and authorize the Mayor to sign Forms SF-424, SF-424B, SF-424D, the HOME-ARP Certifications, and any other documentation required for submittal of the Allocation Plan to HUD.

ATTACHMENTS

- SF-424, SF-424B, SF-424D
- Certifications
- Allocation Plan

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☐ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:

d. Address:

* Street1:	
Street2:	
* City:	
County/Parish:	
* State:	
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	
Middle Name:			
* Last Name:			
Suffix:			

Title:	

Organizational Affiliation:

* Telephone Number:	Fax Number:

* Email:	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding ($):

* a. Federal
* b. Applicant
* c. State
* d. Local
* e. Other
* f. Program Income
* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☐ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the participating jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

Uniform Relocation Act and Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose
accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

Section 3 --It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

HOME-ARP Certification --It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.

_____ _____

Signature of Authorized Official Date

_____

Title

HOME-ARP Allocation Plan DRAFT

Participating Jurisdiction:	City of Jackson	**Date:**	March 27, 2023
Grant Number:	M21-MP260214	**Total Grant Amount:**	$1,137,398

Introduction

On September 21, 2021, the City of Jackson was notified that it was eligible to receive $1,137,398 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development upon approval of this Allocation Plan. The purpose of this supplemental funding is to provide homelessness assistance and supportive services through several eligible activities, which include:

- Production or preservation of affordable housing
- Tenant based rental assistance (TBRA)
- Supportive services (including homeless prevention services and housing counseling)
- Purchase or development of non-congregate shelters
- Administration and planning
- Non-profit operating and capacity building assistance

To receive funding, the City must develop and submit to HUD this Allocation Plan, which includes an outline of the consultation and public participation processes undertaken, an assessment of the needs of qualifying populations and gaps in local housing and services systems, and planned uses for HOME-ARP funds for prioritized populations and eligible activities. The Allocation Plan describes the distribution of HOME-ARP funds and identifies any preferences for eligible activities which primarily assist the following HOME-ARP qualifying populations:

- Homeless persons, as defined by the McKinney-Vento Act at 24 CFR 91.5
- Persons at risk of becoming homeless, as defined by the McKinney-Vento Act (24 CFR 91.5)
- Those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking as defined by the Violence Against Women Act (VAWA) at 24 CFR 52003 and Trafficking Victims Protection Act (TVPA) of 2000, as amended, at 22 USC 7102
- Other populations where assistance would prevent the family's homelessness or serve those with the greatest risk of housing instability
- Veterans and families that include a veteran family member that meet one of the preceding criteria

Consultation

In accordance with Section VA of the HOME-ARP Notice, CPD-21-10, before developing its HOME-ARP Allocation Plan, at a minimum, a participating jurisdiction (PJ) must consult with:

- Continuum(s) of Care (CofC) serving the jurisdiction's geographic area
- Homeless service providers
- Domestic violence service providers

- Veterans groups
- Public housing agencies (PHAs)
- Public agencies that address the needs of the qualifying populations
- Public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities

This HOME-ARP Allocation Plan was prepared in consultation with agencies whose clientele includes HOME-ARP qualifying populations. Numerous methods of communication were used, including email, virtual meetings, and face-to-face meetings. A survey was also distributed to all members of the Jackson Continuum of Care, and feedback received from that survey was also used in the creation of this Allocation Plan. An outline of all communication with relevant community and social service agencies can be found below (table 1). A complete list of agencies contacted in the creation of this report can also be found below (table 2).

Consultation Timeline (Table 1)

Date	Method	Entity	Notes
09/20/21	Email	Continuum of Care (CoC) Leaders	First introduction that City received HOME-ARP funds and potential uses
10/05/21	Email	CoC Leaders	Reminder about HOME-ARP and potential uses
03/10/22	Email	CoC Leaders	More in-depth information about HOME-ARP
03/29/22	Virtual Mtg	CoC Steering Committee	Requested spot on 4/5/22 agenda; discussed HOME-ARP and potential uses; provided handouts for meeting
04/05/22	Virtual Mtg	CoC	Presented to CoC - began discussion of best uses for HOME-ARP in our community; encouraged survey completion
04/06/22	Email	Aware Shelter	Directly solicited Aware's participation in CoC workgroup
04/08/22	Email	CoC Workgroup	Kickoff; listed gaps/needs heard at 4/5 CoC mtg
04/18/22	Email	CoC Workgroup	Encouraged thoughts on needs as no responses to 4/8 email. A few follow up emails were received
04/20/22	Email	Dept of Diversity, Equity & Inclusion; Human Relations Commission; Racial Equity Commission	Offered opportunity for DEI/HRC/REC to participate in consultation process; provided background information and offered to discuss further/present
04/20/22	Email	Jackson Housing Commision (JHC)	Directly requested their involvement in consultation process as public housing authority
04/20/22	Email	disAbility connections	Directly reqested their involvement in consultation process as provider for disabled
04/20/22	Email	Legal Services of South Central Michigan	Directly requested their involvement in consultation process as legal services provider
04/20/22	Email	Community Action Agency (CAA) CEO	Directly requested details for education/employment training ideas
04/26/22	Face-to-Face	Dept of Diversity, Equity & Inclusion; Human Relations Com.; Racial Equity Com.	Met with John Willis, Chief Equity Officer for the City's Dept of Diversity, Equity, and Inclusion; also staffs the HRC and REC and is involved with various other organizations
02/02/23	Email	Aware Shelter	Received updated annual report on domestic and sexual violence in Jackson
02/02/23	Virtual Mtg	King Community Homes	Received information on possible projects for affordable rental housing
02/08/23	Email	CAA CEO	Received information on possible projects and additional agency needs; received updated homeless needs and gaps analysis data

Organizations Consulted (table 2)

Agency/Org Consulted	Type of Agency/Org	Method of Consultation
Kate Martin Works	Continuum of Care	Email, Zoom meetings, survey, CoC Workgroup
Jackson Housing Commission	Continuum of Care Public Housing Agency	Email, Zoom meetings, survey, CoC Workgroup, direct solicitation
Dept. of Human Health & Services	Continuum of Care Public Agency the Addresses Needs of QP	Email, Zoom meetings, survey, CoC Workgroup
ARE Drop-in Center	Continuum of Care	Email, Zoom meetings, survey, CoC Workgroup
Do'Chas II	Continuum of Care	Email, Zoom meetings, survey, CoC Workgroup
Community Action Agency	Continuum of Care Homeless Service Provider Veterans' Groups	Email, Zoom meetings, survey, CoC Workgroup, direct solicitation
Training & Treatment Innovations	Continuum of Care Homeless Service Provider	Email, Zoom meetings, survey, CoC Workgroup
Aware Shelter	Continuum of Care Domestic Violence Shelter	Email, Zoom meetings, survey, CoC Workgroup
Jackson Interfaith Shelter	Continuum of Care Homeless Shelter	Email, Zoom meetings, survey, CoC Workgroup
Region II Area Agency on Aging	Continuum of Care	Email, Zoom meetings, survey, CoC Workgroup
Henry Ford Health	Continuum of Care	Email, CoC Workgroup, direct solicitation
City of Jackson Dept. of Diversity, Equity & Inclusion	Public Agency that Addresses Fair Housing and Civil Rights	In-person meeting with Director, email, survey
City of Jackson Human Relations Commission	Public Agency that Addresses Fair Housing and Civil Rights	In-person meeting with Director, email, survey
City of Jackson Racial Equity Commission	Public Agency that Addresses Fair Housing and Civil Rights	In-person meeting with Director, email, survey
disAbility Connections	Continuum of Care Private Agency that Addresses Needs of Persons with Disabilities	Email, Zoom meetings, survey, direct solicitation
Legal Services of South Central Michigan	Continuum of Care	Email, Zoom meetings, survey, direct solicitation

Summary of feedback received and results of upfront consultation with these entities

Consultation with the various groups listed above provided a healthy list of needs, many of which were not an eligible use of HOME-ARP funding or feasible as a project. Some of the suggestions included:

- Laundry facilities
- Shower facilities
- Solutions for those with mental health issues who may commit violent acts while sheltered
- Solutions for those who get jobs and lose benefits, such as insurance
- Reserve fund to cover damages caused by housing a tenant with a Housing Choice Voucher or some other housing assistance
- The construction of tiny homes
- Transitional Housing
- Housing navigator / landlord/tenant liaison
- Staff for "light touches"

Feedback from the Continuum of Care member survey highlighted numerous significant needs in our community. All responding agencies serve individuals from multiple "qualifying populations" (as defined for the HOME-ARP program). When asked to rank-order possible solutions based on HOME-ARP eligible activities, all respondents selected "the development of and support for affordable rental housing" as either their first or second choice. Additional suggestions from this survey included:

- The creation of adequate, affordable housing
- 1 and 2-bedroom affordable housing
- Transportation and hotel stays
- Mental health assistance

Feedback from Legal Services of South Central Michigan focused on the following areas:

- Eviction/foreclosure assistance
- Debt collection
- Criminal record expungement
- Divorce/custody services
- Accessing and restoring public benefits

Public Participation

In accordance with Section V.B. of the HOME-ARP Notic, CPD-21-10, participating jurisdictions (PJs) must provide for and encourage citizen participation in the development of the HOME-ARP Allocation Plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days**. The PJ must follow its adopted requirements for "reasonable notice and an opportunity to comment" for plan amendments in its current Citizen Participation Plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP Allocation Plan and prior to submission.

Public participation process

On February 18, 2023, a public notice outlining the details of plan availability, public hearing, and public comment period was published in the Jackson Citizen Patriot, and through the City's website and social media pages. The draft HOME-ARP Allocation Plan was made available for review and public comment from February 28 through March 15, 2023, and a public hearing was held before the City of Jackson City Council on March 7, 2023. A hard copy of the draft Allocation Plan was placed at two locations within City Hall, at the three Jackson Housing Commission complexes (Reed Manor, Chalet Terrace, and Shahan-Blackstone North), the Jackson District Library's Carnegie Branch, and the Community Action Agency. The draft Allocation Plan was also available on the City of Jackson's website: http://www.cityofjackson.org/332/Grant-Reports Citizens had the opportunity to submit written comments via mail or email to:

City of Jackson
Cory Mays, Grant Coordinator
161 W. Michigan Avenue, 3rd Floor
Jackson, MI 49201
cmays@cityofjackson.org

Efforts to broaden public participation

Copies of the draft participation plan were available for public review at the following locations in the City of Jackson:

- City Hall (161 W. Michigan Avenue, Jackson, MI), on the first and third floors
- Jackson District Library, Carnegie Branch (224 W. Michigan Avenue, Jackson, MI)
- Community Action Agency (1214 Greenwood Avenue, Jackson, MI)
- Shahan-Blackstone North Apartments (109 Shahan Drive, Jackson, MI)
- Reed Manor (301 Steward Avenue, Jackson, MI)
- Chalet Terrace (316 Barberry Drive, Jackson, MI)

An invitation for public comments was also displayed on the City of Jackson's website and social media pages.

Summary of comments received through the public participation process

At the March 7, 2023 Public Hearing, comments were received from 4 individuals and included:

- Recommendation to increase the allocation for supportive services
- Recommendation for the City not to accept these or future federal funds
- Recommendation to spend HOME-ARP funds on a dump truck and claw bucket truck for storm cleanup
- Request to see feedback from "Residents in Action" and "Lifeways" included in the HOME-ARP Allocation Plan
- Concerns regarding high rental rates compared to household income levels
- Unrelated comments concerning non-profit work in the City of Jackson

Additional comments were received during the 15-day public comment period, via email and/or telephone. These comments were provided by 6 individuals, and included:

- Recommendation for the City not to accept these or future federal funds
- Recommendation to purchase the former Allen School, a now-vacant multi-story building just East of downtown Jackson and adjacent to the hospital
- Recommendation to use now-vacant prison space for homeless housing
- Recommendation to use "FlashVote" to collect community feedback
- Recommendations for various homeless shelter devices, including rooftop tents, camping gear, and other temporary outdoor shelters
- Concerns regarding the use of HOME-ARP funds for the rehabilitation of existing rental properties, citing specific concerns with landlord assistance
- Unrelated comments concerning non-profit work in the City of Jackson

Summary of comments or recommendations not accepted, and why

No comments or views were declined by the Jackson City Council. Due to various federal rules and regulations, and based on past positive performance of certain current programs, the City is not able to enact some suggestions. Other feedback received was unrelated to the HOME-ARP plan, but was noted in our files with additional follow-up communication with commenters when possible.

Needs Assessment and Gaps Analysis

Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	24	8	62		0								
Transitional Housing													
Permanent Supportive Housing	14	4	21		0								
Other Permanent Housing													
Sheltered Homeless						24		2					
Unsheltered Homeless							4						
Current Gap													

Source: 2022 Housing Inventory Count Report

Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	**Level of Need**	**Gap Analysis**
	# of Units	# of Households	# of Households
Total Rental Units	5,902		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	606		
Rental Units Affordable to HH at 50% AMI (Other Populations)	372		
0% - 30% AMI Renter HH w/1 or more severe housing problems (At-Risk of Homelessness)		774	
30% - 50% AMI Renter HH w/1 or more severe housing problems (Other Populations)		399	
Current Gaps			1,173

Source: 2021 American Community Survey 5-Year Estimates, Table DP04; 2021 American Community Survey Table B25070

Size and demographic composition of qualifying populations within the PJ's boundaries

Housing Problems (Households with one of the listed needs)

	Number of Households - Renter				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Having 1 or more of four housing problems	1,635	450	60	4	2,149
Having none of four housing problems	655	710	1,185	450	3,000
Household has negative income, but none of the other housing problems	230	0	0	0	230
plumbing)					
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	105	0	15	0	120
Housing cost burden greater than 50% of income (and none of the above problems)	1,470	365	15	4	1,854
Housing cost burden greater than 30% of income (and none of the above problems)	325	365	565	115	1,370
Zero/negative Income (and none of the above problems)	230	0	0	0	230

Severe Housing Problems

Data Source: 2011-2015 CHAS

The two immediately preceding tables were extracted from the City of Jackson's 2020 – 2024 Five-Year Consolidated Plan for CDBG and HOME. Staff reviewed American Community Survey (ACS) 5-Year Estimates for 2017, 2018, 2019, 2020, and 2021 Tables DP04 (Housing) and B25070 (Gross Rent as a Percentage of Household Income in the Past 12 Months) for comparative purposes. Median gross rent ranged from $662 in the 2017 ACS to $782 in the 2021 ACS, an increase of over 15%. Anecdotal information received through consultation indicates gross rents have increased even more than that – possibly as high as a 30% increase.

Homeless as defined in 24 CFR 91.5

Homeless is defined in 24 CFR 9.15 as an individual who lacks a fixed, regular, and adequate nighttime residence, and an individual whose has a primary nighttime residence that is:

- A supervised publicly or privately-operated shelter designed to provide temporary living accommodations;

- An institution that provides a temporary residence for individuals intended to be institutionalized; or,
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

The 2020 Decennial Census reported the City experienced a 6.6% decline in residents over a ten year period, reporting a total of 31,309 persons residing within the jurisdiction. The 2020 American Community Survey 5-Year Estimate, which combined survey data collected between 2016 and 2020, reports a City population of 32,251.

The 2021 Point in Time (PIT) Count reported 76 persons in households without children in an emergency shelter and one in transitional housing. Forty-one (41) persons in an emergency shelter consisted of at least one adult and one child, while one person in the emergency shelter was an unaccompanied youth.

The Jackson County CoC reported a total of 597 homeless households consisting of 779 people were served between October 1, 2021 and September 30, 2022. The average length of homelessness was 60 days with 39% exiting to permanent destinations. Seven (7%) percent of those who exited experienced another homeless episode within six (6) months.

At Risk of Homelessness as defined in 24 CFR 91.5

Similar to the definition of Homeless described above, an additional factor is if the individual or family has an annual income below 30% of median family income in the area. The current levels for 30% of area median income, adjusted for household size, is:

2022 Area Median Income Limits

Median Family Income $84,300

	Number of Persons in Household							
% of Median	1	2	3	4	5	6	7	8
30%	$15,250	$17,400	$23,030	$27,750	$32,470	$37,190	$41,910	$46,630

Nearly 33% of the City's households earn less than $25,000 annually, with 24.1% of all residents living below the Federal poverty level. Families consisting of a female head of household with children under 5 years of age experience the highest incidence of poverty at 48.7%

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

As noted above, this population includes any individual or family who is fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. It also includes cases where any individual or family reasonably believes there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions, including against a child, which has either taken place within the primary nighttime residence or has made them afraid to return or remain within the same dwelling unit.

During fiscal year 2021, 3,275 nights of shelter were provided to 129 adults and 74 children, averaging 32 nights per family. The 24-hour crisis line fielded a total of 826 calls. Non-residential services included:

- 116 survivors of domestic and sexual violence received crisis support through individual counseling services and 95 survivors through support groups.
- 204 adults and children received assistance with filing Personal Protection Orders, information about the legal process, victim notification, safety planning, and referrals.
- The sexual assault response team provided support and advocacy to 89 survivors, 30 of whom received advocacy and support during a medical forensic exam.
- The Jackson County Family Visitation Center provided 212 monitored visits to 95 families (duplicated count).
- AWARE, Inc. reached 176 individuals through community awareness and training on domestic violence, sexual assault, and its services.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

This group is defined as households who have previously been qualified as "homeless," but are currently housed due to temporary or emergency assistance, but may need additional housing assistance or supportive services to avoid a return to homelessness. During the period between October 1, 2021 and September 30, 2022, 181 homeless households served by the Continuum of Care agencies exited homeless to a permanent destination (39%), most going to live with family. Friends was the most common temporary destination for 193 households (41%) exiting homelessness while 20% of the households assisted (95) exited to an unknown destination.

Between October 1, 2021 and March 30, 2022, comprising the first six months of the reporting period, 229 households had exited homelessness with 17 households (7%) returning to homelessness. Households experiencing first-time homelessness and/or had a disabled member in the household were more likely to experience another homeless episode.

Current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing

The City of Jackson has a current network of social service agencies that provide assistance to the Jackson homeless community:

- ***Jackson Interfaith Shelter*:** local emergency shelter providing 46 family beds, 32 adult only beds, and 10 overflow beds.
- ***AWARE, Inc*:** 22 family beds, 8 adult only beds specifically for survivors of domestic or sexual violence.
- ***Region 2 Area Agency on Aging*:** 7 motel vouchers
- ***Permanent Supportive Housing*:** 67 family beds, 36 adult only beds for chronically homeless; 4 veteran beds.
- ***Rapid Re-Housing*:** 45 family beds, 31 adult only beds, 30 veteran beds.
- ***Residents in Action:*** see below, short-term solution

During the months of December 2022 through March 2023, the City of Jackson also invested over $200,000 in American Rescue Plan Act (ARPA) funds to shelter, feed, and meet other needs of homeless in the community. These funds were allocated, and administered, by both City of Jackson employees and volunteers/contract employees from Residents in Action (RIA), a grassroots organization in Jackson. To date, a total of 62 households have received assistance from this program, and the waiting list for those still in need of temporary housing is 269. Assistance includes:

- Short and longer-term hotel stays
- Food, clothing, and personal items
- Assessments for additional services and "next step" options

The City of Jackson also has existing housing providers, stakeholders, and agencies that provide affordable housing units, supportive services, and counseling for low-income renters, including:

- Community Action Agency (CAA): rental assistance and counseling, rapid rehousing assistance, foreclosure prevention, housing choice vouchers, rehabilitation and weatherization assistance
- Greater Jackson Habitat for Humanity (GJHFH): critical home repairs program, rehabilitation of existing rental structures, and creation of newly-constructed housing units
- Jackson Housing Commission (JHC): management of 540public housing units, 475 housing choice vouchers, and a HUD "Choice Neighborhoods Planning Grant" recipient
- City of Jackson Community Development Department: Homeowner rehabilitation and emergency hazard loan/grant program
- Jackson CoC: Emergency shelter and permanent supportive housing assistance (through various partner organzations)

The Community Action Agency (CAA) is the lead agency for the Continuum of Care, and also serves as their fiduciary. Funding levels for various programs utilizing state/federal funding include:

	HUD CoC	MSHDA ESG	MSHDA ESG-CV	MSHDA EDP
FY 2020	$910,212	$249,784	$940,403	$109,070
FY 2021	$889,666	$267,079	N/A	N/A
FY 2022	App. Pending	$256,396	N/A	N/A

The Continuum of Care also received two rounds of funding from MSHDA from the Covid Emergency Rental Assistance Funds (CERA), totaling $10,273,726.20.

Gaps within the current shelter and housing inventory as well as the service delivery system

On November 9, 2021, the Jackson City Council authorized the official creation of the Jackson Affordable Housing Development Board (AHDB). The intent of the Board is:

- To promote the health, safety and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council
- To propose remedies on the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing

- To stimulate the production and preservation of owner-occupied and non-owner occupied housing available to low income individuals or families
- To optimize benefits available to low and moderate-income residents by incentivizing affordable residential housing projects within the City of Jackson.

The mission of the AHDB is to promote safe, healthy, and affordable housing. Tasked with recommending the expenditure of $3.5 million of funds from the American Rescue Plan Act (ARPA), this board is comprised of community members and provides recommendations to the Jackson City Council. To assist with the allocation of its ARPA funds, the City of Jackson contracted with Guidehouse, a national firm tasked with navigating the many federal regulations associated with ARPA funds. To aid the AHDB in their work, Guidehouse embarked on a multi-month study of housing needs in the City of Jackson. They recently released their Housing Strategy and Policy Framework, a comprehensive and data-driven analysis of Jackson's current and future housing needs. Identified gaps include:

- 32% of households in Jackson are cost-burdened, meaning they pay more than 30% of their income toward housing costs. This is especially true in the lowest income levels (74% of extremely low-income earners and 37% of very low-income earners).
- Over half of Jackson renters (54%) are struggling to pay their rent.
- Gap in the available housing units, based on specific needs, include:
    - Units for families (expected household size in the next 10 years will be 2.4 persons)
    - Units for older populations (expected 35% increase in the population aged 55-79)
    - Rental units available for low-income earners (see above)

Feedback from the CoC member survey highlighted numerous service delivery gaps. All responding agencies serve individuals from multiple "qualifying populations" (as defined for the HOME-ARP program). These identified gaps include:

- Rent affordability
- Eviction and/or rental qualification assistance
- Mental health and other support services
- Services and housing for those convicted of criminal sexual conduct (CSC) crimes
- Affordable 1 and 2 bedroom units
- Affordable and adequate rental housing

From December 2022 through March 2023, Residents in Action (RIA) provided a bi-weekly report on homelessness, based on their work with the City's homeless hotel program. All individuals/families served through this work were in the "homeless persons" qualifying population. Identified gaps within the current shelter and housing inventory included:

- Daytime warming center: The Jackson Interfaith Shelter is open from 11:00PM-6:00AM, but this is weather-dependent. No other facility covers the hours of 8:00AM-11:00PM, except the Home of New Vision Resource and Engagement Center (this is for recovery support and crisis only).
- Additional funding needed for more hotel stays and intervention services. There are currently 269 individuals on a waiting list for temporary housing.

Unmet housing and service needs of qualifying populations

Homeless as defined in 24 CFR 91.5

Conversations with local housing providers revealed affordable housing issues in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Educating landlords about the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices
- Unable to find landlord willing to accept housing choice vouchers
- Rents increasing exponentially, reducing availability of affordable housing to very low-income individuals and families
- Not enough housing for larger families
- Not enough housing for smaller families
- Transitional housing needed
- Educating tenants about their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices
- Exorbitant security deposits, non-refundable application fees, and unaffordable deposits for water accounts
- Limited public transportation options
- Poor credit history, especially for youth just out of college or persons facing unexpected life issues

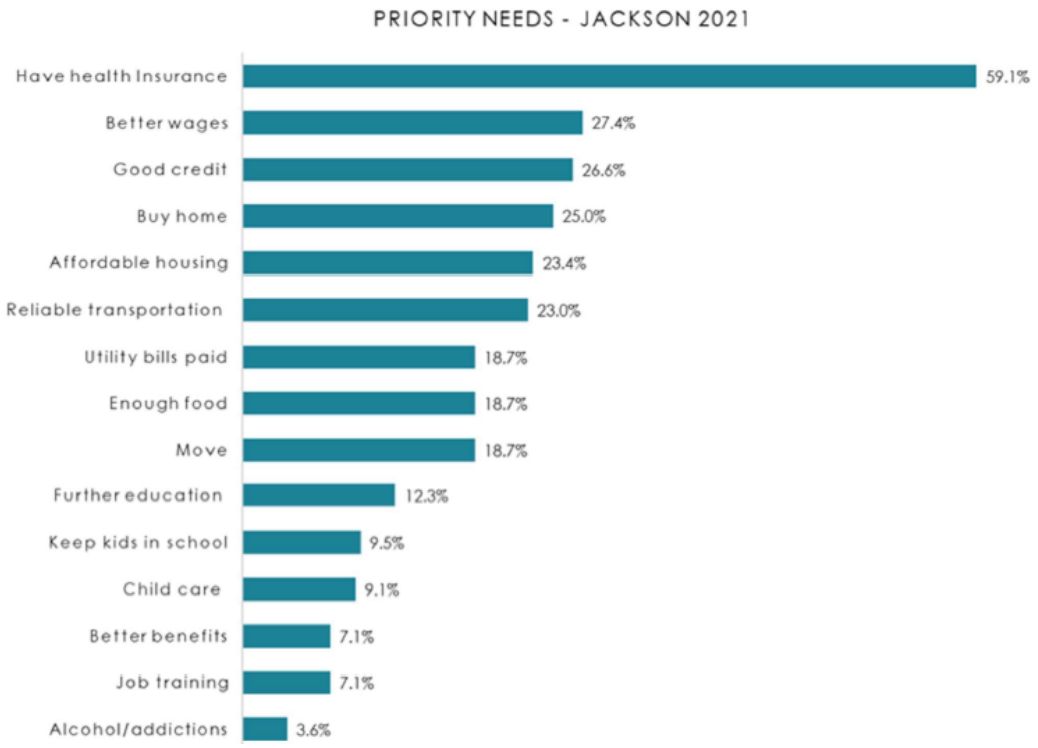
The City of Jackson cannot solve Jackson's housing challenges alone, and HOME-ARP dollars can help fill the identified gaps. Key recommendation from the Guidehouse "Housing Strategy and Policy Framework" report include:

- The construction of 1,500 new units and the preservation of 3,000 existing unit over the next ten years (total of 4,500 units).
- Tenant support, to combat challenges with eviction and other tenant issues, in particular during Covid-19. Continuing to support tenants is key, including matching them with necessary housing and providing assistance to reduce the cost-burden in lower-income households. This will provide targeted assistance to those most at risk of homelessness.

The Community Action Agency (CAA), serving Jackson, Hillsdale and Lenawee Counties, published a Community Needs Assessment on February 2, 2023. Excerpts from that report include:

- "Jackson County had the lowest rate for clients choosing health insurance as the most important need right now (40.9%). The next most frequently selected primary needs were getting a job with better wages (27.4%) and having good credit (26.6%). Buying a home is ranked higher in Jackson County than any other county as one in four selected this primary need. Moving to a better neighborhood was selected nearly twice as frequently (18.7%) as the next closest county as well. Childcare and keeping kids in school were selected more frequently in Jackson County than in the other two counties.

- The ‘Buy a home’ selection is ranked higher in Jackson than in either other county, which may reflect the perceived shortfall in affordable rental housing. As the ‘Having utilities paid’ priority remains high in Lenawee and Hillsdale, this was not much of a priority for Jackson County where it ranked seventh in 2021.”
- *See chart below*



Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Aware, Inc. strives to eliminate domestic and sexual violence while promoting social change and empowering survivors by offering shelter and services. Their annual goals include: providing quality housing and services; empowering survivors to achieve their goals; securing resources to carry-out their mission, and; educating the community and promoting social change. They collaborate with other local agencies to provide emergency shelter services, various financial assistance programs, and non-residential crisis services. Their 2021 Annual Report highlighted the many facets of their impactful work, and conversations with staff further identified various unmet housing and service needs, including:

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Other Populations where providing supportive services or assistance under section 212(a) of the National Affordable Housing Act (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

- Other families requiring services or housing assistance to prevent homelessness

- Those at greatest risk of housing instability
- Veterans and families the include a veteran family member

Residents in Action (RIA) is a grassroots network of Jackson residents with a mission to advance racial equity for better health and well-being in the Jackson community. RIA convened initially in March 2020 to address the impact of Covid-19 on the Black community, and has had success with addressing other emerging and immediate needs in Jackson. Most recently, the City of Jackson partnered with RIA in December, 2022 to implement a homeless hotel program using American Rescue Plan Act (ARPA) funds. RIA is actively serving those most at risk of housing instability by providing temporary emergency hotel housing, food and clothing assistance, and other social services to families and individuals living in:

- Vehicles
- Tents/outside areas
- Couches or homes of a relative/friend
- Uninhabitable homes

Priority needs to qualifying populations

The housing and supportive services needs of the HOME-ARP qualifying populations are similar to the needs of the low-income population as a whole. All populations would benefit from an increased number of affordable housing units and increased affordability in the rental housing market. Rising rent and limited availability of affordable housing units increases instability among cost-burdened and low-income renters (including those at risk of homelessness). Among those experiencing homelessness, the lack of affordable rental units often creates a bottleneck in the availability of stable housing options, creating longer episodes of homelessness and leading to fewer overall households becoming housed in stable situations. In addition to housing and rental needs, emergency housing/shelter options remain a high priority. Data provided points to three main areas of need for these HOME-ARP funds, including:

- Rehabilitation of existing rental housing
- Construction of new affordable rental housing
- Supportive services

How the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan

City staff reviewed all feedback from social service agencies, non-profits, and community groups. The individuals working with/for these agencies are the "boots on the ground" experts, and their analysis of current conditions is crucial to developing an understanding of the complete picture of homelessness and housing instability in Jackson. Feedback was provided via personal conversations, email correspondence, and survey feedback. Ancillary feedback was also paired with corresponding data, received from a plethora of local agencies. Again, these groups are best-positioned to provide accurate, up-to-date details on living conditions, personal struggles, agency needs, and funding/programming gaps. Data on homeless numbers, social services provided, and overall gaps in

housing numbers related to income levels helped to inform decisions regarding funding recommendations within this Allocation Plan.

The Guidehouse "Housing Strategy and Policy Framework" provided a comprehensive and data-driven analysis of Jackson's current and future housing needs. The data within that report helped fill-in any gaps in our research, and provided both a strong current aspect and future projection of housing needs in Jackson. Additional insights from City staff were also taken into account, as City of Jackson staff work with local agencies/service providers on a daily basis and have an intimate understanding of the challenges they face.

Analyzing all data presented, and taking into account all additional information as stated above, the City of Jackson is confident the HOME-ARP Allocation Plan will best-utilize the allocated HOME-ARP funds while providing much-needed relief to City residents from numerous qualifying populations.

HOME-ARP Activities

Method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients, and/or contractors:

- Development of Affordable Rental Housing (construction): The City of Jackson will solicit proposals (utilizing a "Request for Proposals (RFP) process) from developers and local agencies interested in building affordable rental housing. The City of Jackson will select the most qualified developer(s) with the highest likelihood of success implementing this program in the appropriate timeline and budget.
- Preservation of Affordable Rental Housing (rehabilitation): The City of Jackson will solicit proposals from local landlords and/or service providers interested in rehabilitating current affordable rental housing. The City of Jackson will select the most qualified provider(s) with the highest likelihood of success implementing this program in the appropriate timeline and budget.
- Supportive Services: The City of Jackson will solicit proposals from local service providers interested in providing supportive services, and will look for agencies with experience in this area and with the management of other federal grant dollars. The City of Jackson will select the most qualified service provider(s) with the highest likelihood of success implementing this program in the appropriate timeline and budget.

Will the PJ administer funds directly?

While the City of Jackson is ultimately responsible for the proper use and administration of HOME-ARP, funds for the development of affordable rental housing and supportive services will be sub-granted to an appropriate developer or agency to carry out this activity.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's

entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

Not applicable. The City of Jackson did not utilize a subrecipient or contractor before the HOME-ARP Allocation Plan was accepted.

Use of HOME-ARP Funding

Activity	Funding Amount	Pct of Grant	Statutory Limit
Supportive Services	$150,000		
Acquisition/Development of Non-Congregate Shelters	$0.00		
Tenant Based Rental Assistance (TBRA)	$0.00		
Development of Affordable Rental Housing	$816,789		
Non-Profit Operating	$0.00		5%
Non-Profit Capacity Building	$0.00		5%
Administration and Planning	$170,609	15%	15%
Total HOME-ARP Allocation	**$1,137,398**		

How will the PJ distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis

Affordable rental housing has been identified as a clear need in our needs assessment/gap analysis. The allocation of $816,789 will go directly to the preservation of existing affordable rental units, and the construction of new affordable units.

Supportive services has been identified as a clear need in our needs assessment/gap analysis, with the ability to help prevent episodes of homelessness and support the homeless in becoming housed. The allocation of $150,000 will be reserved for emerging needs for qualifying populations, who without that assistance would be at serious risk of homelessness.

Characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis, and the rationale for the plan to fund eligible activities

Approximately 50% of the City's total housing stock was built before 1940, when Jackson was prosperous and growing rapidly; these homes are now no less than 80 years old. During the next three (3) decades (between 1940 and 1969), the City continued to grow at a slightly slower pace when manufacturing jobs were plentiful; 35% of the City's housing stock was built during these years. The creation of new housing in the City continued to decrease at the end of the 20th century and into the early 21st century. As noted previously, while the cost of living, including housing costs, were climbing, Jackson's median household income decreased over 10% in the past decade. At the same time, the number of persons living below the federal poverty level has nearly doubled. The 2019 Low-Mod Income Summary Data (LMISD) indicates that 62% of City residents are low-income. The City exhibits extremes of this percentage depending on where a person lives, from a low of 22.9% low-income

residents in the area bordered by Michigan Avenue–West Avenue–Carlton Boulevard–Brown Street, to a high of 92.8% low-income residents in the area principally bordered by Franklin Streets–Cooper Street–Moore Street (also includes the Martin Luther King Center and Chalet Terrace area)–Chittock/Mechanic Streets.

Due to the age of the majority of homes in the City of Jackson, and the lack of resident/landlord investment in property improvements, Jackson's housing stock has suffered from years of deferred maintenance. This is especially true amongst houses purchased as investment property. The City has invested several million dollars in recent years to demolish foreclosed, vacant, abandoned, condemned, and dilapidated housing. As such, the City currently owns roughly 600 buildable, residential lots. Conversations are ongoing with various small and large-scale developers to create in-fill housing on City-owned lots for rental and/or owner-occupied homes, in an effort to increase the supply of affordable housing in Jackson.

A key recommendation from the Guidehouse "Housing Strategy and Policy Framework" report included the construction of 1,500 new units and the preservation of 3,000 existing unit over the next ten years (total of 4,500 units). The allocations proposed in this plan provide relief to both of these areas of need. Feedback from the Continuum of Care member survey highlighted numerous service delivery gaps, including rent affordability, the lack of affordable and adequate rental housing, and the lack of affordable 1 and 2-bedroom units. The allocations proposed in this plan provide relief to all three of these areas of need.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

Development of Affordable Rental Housing

- Estimated number of rental units preserved: 10
- Estimated number of rental units produced: 4

Supportive Services

- Anticipated assistance per household: $2,000
- Estimated number of households receiving benefits: 75

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

The City Jackson's goal is to develop up to 4 affordable rental homes, at an average cost of $175,000 per unit. Rising rent and limited availability of units causes increased instability among cost-burdened and low-income renters (including those at risk of homelessness). Among those experiencing homelessness, the lack of affordable rental units often creates a bottleneck in the availability of stable housing options, creating longer episodes of homelessness and leading to fewer overall households becoming housed in stable situations. Adding affordable rental housing to Jackson's current housing stock will address this priority in two ways (short and long-term):

- Create addition units to reduce burden and provide affordable options for renters (short-term)

- Spur additional developer investment in Jackson for future affordable housing construction (long-term)

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

No preference will be given

Limitations in a HOME-ARP Rental Housing or NCS Project

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in Section IV.A of the Notice:

The City of Jackson does not intend to use HOME-ARP funds to refinance existing debt.

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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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 1014 Woodbridge Street for $13,000.

Recommendation: Approve the sale of City owned property located at 1014 Woodbridge Street, to Misael Ruiz for $13,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 1014 Woodbridge St, for $13,000.

SUMMARY

The City of Jackson owns real property located at 1014 Woodbridge St. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 10th, 2023 an offer of $13,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before March 31st, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $18,337.21 Sale price $13,000. Revenue generated $(5,337.21) Upon sale the property will be placed back on the tax roll.
Approximate Cost for the City to demolish the structure $22,000

HISTORY, BACKGROUND and DISCUSSION

Property located at 1014 Woodbridge St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 10^{h}, 2023 Richard Cook received an offer to purchase 1014 Woodbridge St Ave from the Buyer Misael Ruiz for the amount of $13,000. Should Council agree to accept the bid amount, the closing is set on or before March 31 th,2023

POSITIONS

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

Property Address: **1014 Woodbridge Street** Date: _____

Seller Name(s): **City OF Jackson**

	Debit	Credit
Sale Price		13000
Brokerage Fee	2000	
Transfer Tax	111.80	
Tax Proration (Approximate)		
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
american title fee	250	
Subtotal	2836.8	13000
Net Credit/Debit	10163.2	
Less Mortgage Balance		
Total Net To Sellers	10163.2	

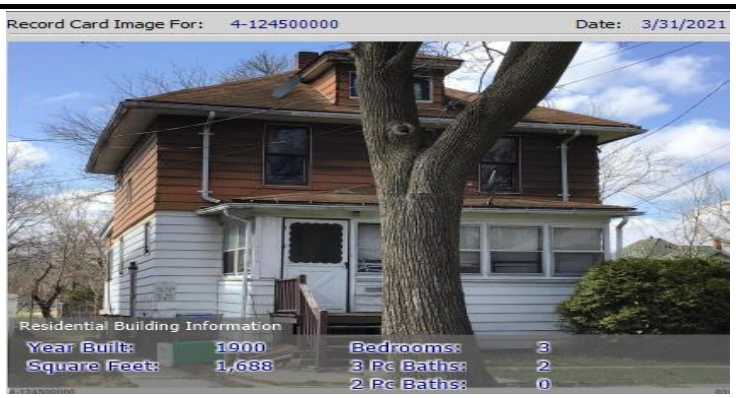
***These figures are estimates only, and subject to change.**

Seller _____ _____ Seller _____ _____

1014 WOODBRIDGE

PIN# 4-124500000

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



Closing Date	3.31.23
Sales Price	$ 13,000.00
Est. Project Cost *	$ 18,337.21
Net Sale	**$ (5,337.21)**

Contracts				Cost	Pd to Date	Remaining Balance
Johnny's Tree Services						
	Tree/Brush Clean-up	N/A	N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2120	Pd 5.2022	$ 4,500.00	$ 4,500.00	$ -
Grab-Bar Pro	*Board-up 2022*	*Inv#JAX-2021-4582-1014*	Pd 7.2021	$ 321.00	$ 321.00	$ -
Grab-Bar Pro	*Board-up 2022*	*Inv#JAX-2022-4691-1014*	Pd 5.2022	$ 135.00	$ 135.00	$ -
						$ -
Subtotal	**Contract Amount(s)**			**$ 4,956.00**	**$ 4,956.00**	**$ -**

Additional Project Cost				Cost	Pd to Date	Remaining Balance
Consumers - Acct		N/A	N/A			
				$ -	$ -	$ -
Water >						
	Meter Replace	N/A	N/A	$ -	$ -	$ -
	Billing #1	N/A	N/A	$ -	$ -	$ -
Procurement Card		Hammon Hardward	Entry Lock	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.		Hrly Rate **	# of Hrs.			
	Brian Taylor	$ 74.00	3.00	$ 222.00	$ 222.00	$ -
	Sven Harrison	$ 53.98	2.00	$ 107.96	$ 107.96	$ -
	Mark Fish	$ 67.75	N/A	$ -	$ -	$ -
	Kim Randell	$ 50.05	N/A	$ -	$ -	$ -
	Sindy Foster	$ 43.15	0.50	$ 21.58	$ 21.58	$ -
	Shannon Williams	$ 56.29	1.00	$ 56.29	$ 56.29	$ -
	Shane LaPorte	$ 82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2018) Estimated				$ 6,667.35	$ 6,667.35	$ -
Taxes		Summer/Winter	Pd 2018	$ 825.82	$ 825.82	$ -
Special Assessment		N/A	N/A	$ -	$ -	$ -
Open Receivables		Multipole	Verified in Building.net 3.3.23	$ 1,612.07	$ -	$ 1,612.07
Open Utility		$434.04 balance	Verified in Building.net 3.3.23	$ 434.04	$ -	$ 434.04
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees			Net Sheet	$ 2,836.80	$ -	$ 2,836.80
Subtotal	**Additional Cost**			**$ 13,381.21**	**$ 7,998.30**	**$ 5,382.91**

	Cost	Pd to Date	Remaining Balance
Total Project Cost	**$ 18,337.21**	$ 12,954.30	**$ 5,382.91**

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SALES CONTRACT

Listing Office: ERA Reardon Realty
Office License #:
Phone:
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424
Email: cook087@msn.com
☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone:
Selling Agent: Rich Cook
Selling Agent License #:
Phone:
Email:
☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Trans. Coord.

1. **THIS** offer made 03/10/2023 between (Buyer) Misael Trejo Ruiz specify marital/legal status: Address: 2740 Packard St. B13. ann arbor mi. 48108 and Seller city of Jackson
2. **FOR** the purchase of the property commonly known as 1014 Woodbridge Street City Jackson, Zip 49203 or described as N 1/2 OF LOT 7 BLK 9 HARWOOD'S ADD located in the of , County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. ALL buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
3. **PURCHASE PRICE**: Dollars $ 13000
4. **PERSONAL PROPERTY**: The sale price includes items of personal property as follows:
5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
   ☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent / Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

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

   ☐ **LAND CONTRACT**: $ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $ or more. Interest at % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms:
6. **SELLER CONCESSIONS**: ☑ NO Seller Concessions ☐ Seller Concessions: Seller to pay $ or % of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.
7. **HOME SALE CONTINGENCY:** This contract is contingent upon ☑ NONE ☐ SALE AND CLOSE OF ☐ CLOSE OF: ADDRESS:

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RE: Property Address: 1014 Woodbridge Street, Jackson, MI 49203

8. **EARNEST MONEY**: Buyer herewith deposits $1000 in the form of check as earnest money to be held by atc as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If sale is not closed, the REALTOR® may notify Buyer and Seller in writing, or REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.
9. **FORM** of Conveyance:
    a. Seller shall pay for, convey, and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidence by Owner's Title Insurance Policy with standard exceptions date in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
    b. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."
10. **CLOSE OF SALE:** Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before 03/31/2023.
11. **PRORATIONS**: Rent and association fees, if any, are to be prorated as of the date of closing.
    ☐ Seller will escrow the sum of $ for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.
12. **POSSESSION**: Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing ☐ At _____ ☐a.m. ☐p.m. on the _____ day after completion of closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
    Exceptions: _____

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

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RE: Property Address: 1014 Woodbridge Street, Jackson, MI 49203

Taxes continued: **Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.**

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

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the Lead-based Paint Seller Disclosure Form completed by the Seller on 03/10/2023, the terms of which shall be part of this contract:

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

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

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure Statement dated 03/10/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

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

16. **HOME WARRANTY**

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

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

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

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

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RE: Property Address: 1014 Woodbridge Street, Jackson, MI 49203

18. **WELL AND SEPTIC INSPECTIONS** – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:
☑ **Connected to community water** ☑ **Connected to community sewer**
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.
☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector
☐ **Buyer waives water/well/septic inspection.**
If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.
19. **WOOD DESTROYING INSECT INSPECTION**: ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection** – shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.
20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT**:
☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with no boundary lines established.
☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense, a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)
☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.
☐ Buyer waives stake survey, mortgage report, and property improvement report.
21. **CONDITION OF PROPERTY**: BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS-IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION**: Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.
22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.
23. **ARBITRATION**: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgement of any circuit court shall be rendered on the award of determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This contract is enforceable only as to parties and

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SALES CONTRACT

RE: Property Address: 1014 Woodbridge Street, Jackson, MI 49203

arbitration continued: brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer _____ _____ Seller _____ _____

24. **TRANSACTION FEE**: Buyer agrees to pay ERA Reardon Realty at Closing of Sale a transaction fee of $350.00.
25. **OTHER PROVISIONS:** Sold via quit claim deed. Buyer understands that he/she must obtain all building permits necessary for renovations from the city of Jackson. All renovations must be completed prior to occupancy. The home must be brought up to building code.
26. **MISCELLANEOUS**: The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported to statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address as been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. Buyer gives the Seller until _____ ☐ a.m. ☐p.m. on _____ for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

Misael Trejo Ruiz dotloop verified 03/10/23 1:23 PM EST J5SG-EO6P-XAEZ-PJP7			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
Misael Trejo Ruiz			
Print Buyer's Legal Name		Print Buyer's Legal Name	

29. Seller's Response:
☐ ACCEPT ☐ REJECT ☐ EXCEPT AS FOLLOWS: _____

And Seller gives the Buyer until _____ ☐ a.m. ☐p.m. on _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER SIGNATURE	SELLER SIGNATURE	SELLER MARITAL STATUS

30. Buyer's Receipt and Acceptance of Changes: Date: _____ _____ ☐ a.m. ☐p.m.
Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

Misael Trejo Ruiz dotloop verified 03/10/23 1:23 PM EST SMRW-NPSC-SOTS-CWZ9			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE

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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 600 West Biddle Street for $21,000.

Recommendation: Approve the sale of City owned property located at 600 West Biddle Street, to Rafael Golden for $21,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 600 W Biddle St, for $21,000.

SUMMARY

The City of Jackson owns real property located at 600 W Biddle St. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 6th, 2023 an offer of $21,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before April 28h, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $10,586.52 Sale price $21,000. Revenue generated $10,413.49 Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 600 W. Biddle St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 6th, 2023 Richard Cook received an offer to purchase 600 W. Biddle St Ave from the Buyer Rafael Golden for the amount of $21,000. Should Council agree to accept the bid amount, the closing is set on or before April 28th,2023

POSITIONS

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

ERA REAL ESTATE REARDON REALTY

Property Address: 600 West Biddle Street Date: _____

Seller Name(s): City OF Jackson

	Debit	Credit
Sale Price		21000
Brokerage Fee	2000	
Transfer Tax	180.6	
Tax Proration (Approximate)		
Title Insurance	431	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
American title fee	250	
Subtotal	2911.6	21000
Net Credit/Debit	18088.4	
Less Mortgage Balance		
Total Net To Sellers	18088.4	

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

Seller _____ Seller _____

600 W. BIDDLE ST.

PIN# 3-022500000

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

Closing Date	3.31.23
Sales Price	$ 21,000.00
Est. Project Cost *	$ 10,586.52
Net Sale	**$ 10,413.49**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up			$ -	$ -	$ -
Mohawk	Clean-up Services			$ -	$ -	$ -
Grab-Bar Pro	*Board-up*	*Inv#JAX-2023-475*	*Pd 2.2023*	$ 197.00	$ 197.00	$ -
						$ -
Subtotal	**Contract Amount(s)**			**$ 197.00**	**$ 197.00**	**$ -**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
	Meter Replace	N/A		$ -	$ -	$ -
	Billing #1	N/A		$ -	$ -	$ -
Procurement Card	Hammon Hardward	Entry Lock (anticipated)		$ 15.00	$ 15.00	$ -
Contingency					$ -	$ -
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate **		# of Hrs.			
	Brian Taylor	$ 74.00	3.00	$ 222.00	$ 222.00	$ -
	Sven Harrison	$ 53.98	2.00	$ 107.96	$ 107.96	$ -
	Mark Fish	$ 67.75	N/A	$ -	$ -	$ -
	Kim Randell	$ 50.05	N/A	$ -	$ -	$ -
	Sindy Foster	$ 43.15	0.50	$ 21.58	$ 21.58	$ -
	Shannon Williams	$ 56.29	1.00	$ 56.29	$ 56.29	$ -
	Shane LaPorte	$ 82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 5 - 2018)			Estimated	$ 4,505.73	$ 4,505.73	$ -
Taxes	Summer / Winter		Pd 2018	$ 1,615.88	$ 1,615.88	$ -
Special Assessment			N/a	$ -	$ -	$ -
Open Receivables	Multiple		Verified in Building.net 3.3.23	$ 851.18	$ -	$ 851.18
Open Utility	$0.00 balance		Verified in Building.net 3.3.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables	$0.00 balance		Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees			Net Sheet	$ 2,911.60	$ -	$ 2,911.60
Subtotal	**Additional Cost**			**$ 10,389.52**	**$ 6,626.74**	**$ 3,762.78**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 10,586.52**	$ 6,823.74	**$ 3,762.78**

dotloop signature verification: dtlp.us/6Cfm-YtJn-eDym

PURCHASE AGREEMENT

Property Address 600 West Biddle Street, Jackson, MI 49203

Listing Office: ERA Reardon Realty
Office License #:
Phone: **Fax:**
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 517-474-7424 **Fax:**
Email: cook087@msn.com

☑ **Seller's Agent** ☐ **Dual Agent** ☐ **Transaction Coord.**

Selling Office: Home 1st Real Estate
Office License #:
Phone: **Fax:**
Selling Agent: Rafael Golden
Selling Agent License #
Phone: 313-293-1637 **Fax:**
Email: joinrafael@gmail.com

☐ **Seller's Agent** ☑ **Buyer's Agent** ☐ **Dual Agent** ☐ **Transaction Coord.**

1. **THIS** offer made at 6:00 AM/PM 03/06/2023 between (Buyer) Rafael Golden specify marital/legal status: . Address and Seller City Of Jackson

2. **FOR** the purchase of the property commonly known as 600 West Biddle Street City Jackson Zip 49203 or described as located in the City Of Jackson of , County of Jackson County State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** twenty-one thousand **Dollars** **$** 21000

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

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

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

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

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

5.a. Buyer agrees to pay $250.00 office fee to Home 1st Real Estate Broker.

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☑ NONE
☐ SALE OF ☐ CLOSE OF:
ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $ 500 in the form of cashier check as earnest money to be held by American Title as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

dotloop signature verification: dtlp.us/6Cfm-YtJn-eDym

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

9. **CLOSE** of sale shall be on or before 04/28/2023

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing.
☐ Seller will escrow the sum of $_____ for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

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

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

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

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on 03/06/2023, the terms of which shall be part of this agreement.
☐ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

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

Seller's Disclosure:
☐ Buyer acknowledges that a Seller's Disclosure statement dated 03/06/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.
☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

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Property Address 600 West Biddle Street, Jackson, MI 49203

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

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

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

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

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

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

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

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

☐ **Buyer waives water/well/septic inspection.**

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

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

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

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

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

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

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

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

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

dotloop signature verification: dtlp.us/6Cfm-YtJn-eDym

Property Address 600 West Biddle Street, Jackson, MI 49203

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

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** _____

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

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

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26. Buyer gives the Seller until 12:00 AM/PM 03/13/2023, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Rafael Golden dotloop verified 03/06/23 6:08 PM EST 6RGL-YGO9-DUD5-14TT
BUYER _____ BUYER

Print Buyer's Legal Name _____ Print Buyer's Legal Name

---

27. **Seller's Response:** _____ _____ AM/PM

☐ ACCEPT ☐ REJECT ☑ EXCEPT AS FOLLOWS: see addendum 1

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

_____ SELLER _____ SELLER _____ SELLER MARITAL STATUS

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28. **Buyer's Receipt and Acceptance of Changes:** _____ _____ AM/PM

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

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

_____ BUYER _____ BUYER

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

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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 1100 Chittock Avenue for $10,000.

Recommendation: Approve the sale of City owned property located at 1100 Chittock Avenue , to Weatherspoon & Associated Realty Inc for $10,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 1100 Chittock Ave, for $10,000.

SUMMARY

The City of Jackson owns real property located at 1100 Chittock Ave. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 10th, 2023 an offer of $10,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before April 7th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $12,044.79 Sale price $10,000. Revenue generated $(2,044.79) Upon sale the property will be placed back on the tax roll.
Approximate cost for the City to demolish the structure $25,000

HISTORY, BACKGROUND and DISCUSSION

Property located at 1100 Chittock Ave was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 10th, 2023 Richard Cook received an offer to purchase 1100 Chittock Ave from the Buyer Weatherspoon & Associates Realty Inc for the amount of $10,000. Should Council agree to accept the bid amount, the closing is set on or before April 7th,2023

POSITIONS

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

Property Address: **1100 Chittock Avenue** Date: **03/10/2023**

Seller Name(s):

	Debit	Credit
Sale Price		10000
Brokerage Fee	2000	
Transfer Tax	86	
Tax Proration (Approximate)		
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
American title fee	250	
Subtotal	2811	10000
Net Credit/Debit	7189	
Less Mortgage Balance		
Total Net To Sellers	7189	

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

Seller _____ Seller _____

1100 CHITTOCK AVE.

PIN# 4-082100000

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

Ready to List / Closing Date	3.31.23
Sales Price	$ 10,000.00
Est. Project Cost *	$ 12,044.79
Net Sale	**$ (2,044.79)**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up	N/A	N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	N/A	N/A	$ -	$ -	$ -
Grab-Bar Pro	Board Up	Inv#Jax-2022-4756-1100	Pd 10.2022	$ 321.00	$ 321.00	$ -
ETC	Enviromental Serv. (ARPA)	Inv#94029	Pd 12.2021 (ck#186198)	$ 950.00	$ 950.00	$ -
Red Cedar	(ARPA)	Inv#3477	Pd 2.2022	$ 475.00	$ *475.00*	$ -
Family First	Abatement (ARPA)	ↄ#1 Cancel Project 10.10.22	Pending	$ 270.00	$ -	$ 270.00
Subtotal	**Contract Amount(s)**			**$ 2,016.00**	**$ 1,746.00**	**$ 270.00**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card		Hammon Hardward	Entry Lock (estimated)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous (ARPA)	Mlive Ad #103312517		Pd 6.2022	$ 93.89	$ 93.89	$ -
City Employee(s) Hrs.	Hrly Rate **		# of Hrs.			
Brian Taylor	$	74.00	3.00	$ 222.00	$ 222.00	$ -
Sven Harrison	$	53.98	6.00	$ 323.88	$ 323.88	$ -
Mark Fish	$	67.75	N/A	$ -	$ -	$ -
Kim Randell	$	50.05	N/A	$ -	$ -	$ -
Sindy Foster	$	43.15	0.50	$ 21.58	$ 21.58	$ -
Shannon Williams	$	56.29	1.00	$ 56.29	$ 56.29	$ -
Shane LaPorte	$	82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2018) Estimated				$ 5,137.60	$ 5,137.60	$ -
Taxes		Summer/Winter	Pd 2018	$ 498.34	$ 498.34	$ -
Special Assessment		N/A	Verified in Building.net 3.3.23	$ -	$ -	$ -
Open Receivables		Multipole	Verified in Building.net 3.3.23	$ 266.91	$ -	$ 266.91
Open Utility		$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees			est.	$ 2,811.00	$ -	$ 2,811.00
Subtotal **Additional Cost**				**$ 10,028.79**	**$ 6,450.88**	**$ 3,577.91**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 12,044.79**	$ 8,196.88	**$ 3,847.91**

PURCHASE AGREEMENT

MLS# 55023006500 ***DATE*** March 10th, 2023

LISTING BROKER ERA REARDON REALTY, L.L.C.	**SELLING BROKER** Weatherspoon & Associates Realty Inc
LISTING AGENT RICH COOK	**SELLING AGENT** Yanika Baugh
AGENT ID# 55195223265677 **OFFICE ID#** 554847430391	**AGENT ID#** 442157 **OFFICE ID#** 233445
EMAIL cook087@msn.com	**EMAIL** ybaugh95@gmail.com
PHONE (517) 474-7424	**PHONE** (517) 499-6684
CO-LISTING AGENT _____	**CO-SELLING AGENT** _____
AGENT ID# _____ **OFFICE ID#** _____	**AGENT ID#** _____ **OFFICE ID#** _____
EMAIL _____	**EMAIL** _____
PHONE _____	**PHONE** _____

1. **PROPERTY DESCRIPTION:** The undersigned Buyer hereby offers and agrees to purchase Property located in Michigan, City/Township/Village of Jackson County of Jackson Tax ID# 4-082100000
Legal description N 1/2 of Lots 1 & 2 Wright H Calkin's Alteration of Lots 31 To 41 INCL Chittock's Add
Also commonly known as 1100 Chittock Avenue Zip 49203.
Street Address

Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on Property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, hard-wired telephone system and instruments designed for the system, television antennae, satellite dishes (if owned) and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door openers and transmitters, water softeners and security systems (if owned), mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and

_____

_____

Items specifically excluded in the Listing Agreement or MLS publication must be listed hereafter, or they will be deemed included in the sale:

_____

_____

2. **PRICE:** Buyer agrees to pay the sum of Ten Thousand Dollars Dollars ($10,000.00) in consideration for which Seller will provide a warranty deed subject to existing building and use restrictions and easements and rights of way of record.

3. **METHOD OF PAYMENT:** All money must be paid in U.S. funds by cashier's check, wired funds, or such other funds acceptable to the closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

☑ **A. CASH SALE.** Delivery of the Warranty Deed conveying marketable title and payment of the purchase price.

☐ **B. CASH SALE WITH NEW MORTGAGE.** Agreement contingent upon Buyer securing a _____ mortgage, not contingent upon sale or closing of other assets, in the amount of $_____ and paying $_____ down plus mortgage costs, prepaid items, adjustments and flood insurance (if required) by lender. Buyer agrees to apply for such mortgage at buyer's own expense within _____ calendar days from final acceptance of this Agreement. If a mortgage commitment conditioned only upon marketable title and satisfactory survey (if required) is not delivered to Listing Broker within _____ calendar days from date of agreement, the Seller may declare Agreement void. Buyer further agrees that in connection with application to lender, Buyer will promptly comply with lender's requirements and requests for true and accurate information required to process loan application.

☐ **C. SALE BY LAND CONTRACT/MORTGAGE ASSUMPTION/SELLER FINANCING.**
(See appropriate land contract financing addendum attached and made a part hereof.)

4. **EARNEST MONEY DEPOSIT:** Buyer is depositing with broker $1,000.00 in the form of a check, money order, cashier's check or certified funds. An additional sum of $_____ shall be tendered within _____ calendar days of acceptance by Seller, making the total earnest money deposit $_____. Total sums deposited will be deemed the Earnest Money Deposit to be held in accordance with the laws of the State of Michigan and applied to the purchase price at closing. The Earnest Money Deposit shall be disbursed ONLY in accordance with either: (a) the terms hereof; (b) a fully executed mutual release; or (c) until a civil action has determined to whom the deposit must be paid. If offer made is not accepted by Seller, the Earnest Money Deposit shall be returned to Buyer.

5. **ACKNOWLEDGEMENT OF EARNEST MONEY DEPOSIT:** Received by: Weatherspoon & Associates Realty Inc
Company Name
Yanika Baugh
Agent
Selling Agent
4a7d5a2

6. **CLOSING:** Subject to all conditions herein, closing shall take place on or before April 7th, 2023 at Listing Office or other mutually agreed-upon location. Seller shall pay all state and county transfer taxes and other costs required to convey clear title. Buyer shall not be deemed in default of this Agreement for any delay beyond the agreed upon closing date due to reasons associated with Truth in Lending and/or federal disclosure requirements related to Buyer's Good Faith Estimate.

7. **POSSESSION:** Seller shall deliver possession to Buyer ☑ at closing or ☐ by 12:00 Noon _____days after closing (closing to apply if no choice is made.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, SELLER SHALL PAY the sum of $_____ per day. Designated escrow agent shall retain from amount due Seller the sum of 1 ½ times daily fee, times total days for occupancy. Designated escrow agent shall disburse occupancy fee due Buyer every 30 days, upon written request from Buyer. Seller shall be entitled to any unused portion of occupancy fee as determined by date Property is vacated and keys surrendered to ☐ Buyer ☐ Listing Broker ☐ Selling Broker. Seller is legally obligated to deliver possession as specified herein. If Seller FAILS to deliver possession as specified herein, Seller shall pay TWICE the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, damages and other costs incurred by Buyer in obtaining possession and collecting any amount due. Brokers have no obligation, implied or otherwise, as to condition of premises or for seeing that premises are vacated on date specified.

8. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer and Seller acknowledge having been advised of availability of home protection plans.

9. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of ☐ CLOSING ☑ POSSESSION (possession will apply if no choice has been made.) Designated escrow agent shall retain from amount due Seller at closing $300.00, or more if needed for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.

10. **TITLE EVIDENCE AND SURVEY:** Seller agrees to order title insurance upon acceptance of offer and to furnish Buyer a commitment of Title Insurance to be issued without standard exceptions. Buyer to secure and pay for a survey, if required by the title company to remove the standard exceptions. After closing, a Policy of Title Insurance, at seller's sole cost, without standard exceptions will be issued in the amount of purchase price, bearing date of closing or later guaranteeing title in condition required for performance of Agreement. **Title Commitment shall be "marked up" at closing insuring through date of recording.**

Title Insurance has been recommended by the real estate broker(s).

11. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in the marketable condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, to either: (a) remedy title; or (b) obtain title insurance satisfactory to Buyer. Buyer agrees to complete sale within 10 calendar days of written notification that the title has been remedied or by date specified in this Agreement if later. If Seller is unable or unwilling to remedy title within time specified, Buyer will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may be declared null and void at Buyer's option.

12. **TAXES:** All property taxes due and payable on or before date of closing shall be paid by Seller. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date of municipality or taxing unit(s) in which Property is located. Buyer acknowledges that Property taxes are subject to change. If taxes are not paid in advance, see addendum made a part hereof. Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs for recording the warranty deed.

13. **ASSESSMENTS:** Seller shall discharge in full all public authority charges confirmed by municipality or taxing unit(s) (special assessments, water, sewer, paving charges, etc.) which are currently due and payable. Buyer is responsible for other assessments including, but not limited to, capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.

14. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium/homeowner association dues/assessments/liens shall be paid by Seller at closing. Any and all dues/assessments/liens confirmed and becoming due and payable after closing will be paid by Buyer. (See Condominium Addendum made a part hereof if applicable)

15. **MAINTENANCE OF PROPERTY:** Seller is responsible for keeping Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until Property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. In the event Property has been winterized, it shall be the obligation and expense of Seller to de-winterize Property prior to closing. Seller agrees to leave Property broom-clean and free of debris and personal property.

16. **UTILITIES:** Seller shall order final billings on all utilities (gas, electric, etc.) as of the day of possession and Seller shall pay final billings. Seller shall not direct any utilities to be disconnected. Buyer agrees to inform all utility companies of ownership and to assume and pay all billings from day of taking possession.

17. **RISK OF LOSS:** Seller is responsible for any damage to the Property, except for normal wear and tear until the closing or possession, whichever is later. If there is damage that Seller is unable or unwilling to repair or to arrange and pay to be repaired, Buyer has the option to cancel this Agreement and the Earnest Money Deposit shall be immediately refunded to Buyer or Buyer can proceed with the closing and deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property and assume the responsibility for the repair, thereby releasing Seller.

18. **SELLER'S DISCLOSURE STATEMENT:** (initial only one).

Buyer(s) Initials

_____ **A** **With Disclosure:** Buyer has, prior to writing this offer, received Seller's Disclosure Statement.

✔ JW _____ **B** **Without Disclosure:** All Parties understand that Seller's Disclosure Statement was not available at time this offer was written. Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's Acceptance of this offer pursuant to Public Act 92 of 1993.

19. **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978)

A. _____ Buyer's Initials — Buyer acknowledges that prior to signing this Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Statement.

B. _____ Buyer's Initials — Buyer shall have a _____ day opportunity after date of Agreement to conduct an inspection of Property for presence of lead-based paint and/or lead-based hazards. (Federal regulations require a 10 day or other mutually agreed upon period of time.) If Buyer is not satisfied with results of this inspection, upon notice of Buyer to Seller within this period, Agreement shall be terminated and Earnest Money Deposit shall be refunded to Buyer.

✔ C. JW _____ Buyer's Initials — Buyer hereby waives an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

20. **DEFAULT:**

A. **BUYER:** In the event Buyer fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Seller may elect to enforce the terms hereof, declare the sale void, and retain Earnest Money Deposit (per paragraph 4) as liquidated damages and/or seek all available legal or equitable remedies.

B. **SELLER:** In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Buyer may elect to enforce terms herein, declare sale void, be entitled to refund of Earnest Money Deposit (per paragraph 4), and/or seek all available legal or equitable remedies.

21. **FEES:** Buyer agrees to pay closing fees charged by lender and/or title company and a compliance/transaction fee of $ N/A _____ payable to Selling Broker at closing.

22. **TIME LIMIT:** Buyer is making this offer valid until 3:00 □ AM □ PM on March 15th, 2023 or until withdrawn in writing.

23. **ADDITIONAL DOCUMENTS ATTACHED:** The Seller's Disclosure Statement, Lead Based Paint Disclosure, Agency Relationship Disclosure, plus the following checked items are also attached hereto.

☐FHA/VA Addendum	☐Unplatted Land Addendum	☐Contingency Sales Agreement	☐Swimming Pool Addendum
☐Private Road Addendum	☐Condominium Addendum	☐Vacant Land Addendum	☐ Home Warranty
☐Add'l (General) Conditions	☐Well & Septic Addendum	☐Financing Addendum	☐_____

24. **FLOOD INSURANCE:** Buyer may, at his expense, obtain a Floodplain Certification within _____ calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the property is in a Special Flood Hazard Area, Buyer may notify Seller, in writing, within _____ days from the date of the Certification that Buyer declares this Agreement null and void and the deposit shall be returned to the Buyer. Failure to notify Seller that the property is in a Special Flood Hazard Area within this same time period shall constitute a waiver of Buyer's right to terminate the Agreement under this paragraph and Buyer agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

25. **WELL AND SEPTIC SYSTEM INSPECTION:** See attached addendum made a part hereof, if applicable.

26. **PROPERTY INSPECTION/DUE DILIGENCE CONTINGENCY:** **Note: Inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by, Buyer.** Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. **To ensure intended use of premises it is recommended that Buyer research:** square footage; building and use restrictions; easements; ordinances; regulations; school district; and/or property tax status. If Buyer **DOES NOT** notify Seller, in writing, within _____ calendar days from date of final acceptance of Agreement that Buyer is dissatisfied with results of due diligence, Agreement shall be binding without regard to inspection(s). If Buyer notifies Seller, in writing and within specified time, that, in Buyer's sole judgment, Buyer is dissatisfied with results of due diligence, Buyer shall do one, or a combination, of the following within the contingency period stated above.

A. Present to Seller an amendment for mutual agreement that cites a list of repairs and/or conditions to be remedied.
B. Present to Seller an amendment for mutual agreement with a credit to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
C. Present to Seller a Notice of Dissatisfaction with due diligence which shall render Agreement null and void, in which case Seller agrees to authorize Broker to return all earnest monies to Buyer.
D. In the event Seller and Buyer are unable to reach an Agreement to Buyer's proposals made under A or B, Buyer shall either elect to proceed with transaction by waiving this contingency in writing, or declare Agreement void by election of C within 3 calendar days of receipt of Seller's written responses to A or B above.

Buyer: Does _____ ✔ **Does Not** JW _____ desire to have Property Inspection.
Buyer Initials dbe5068 Initials

27. **LIABILITY OF BUYER FOR DAMAGE:** Buyer shall be solely responsible for any and all damage to Property as a result of any and all inspection(s) of Property authorized by or conducted by Buyer. Buyer shall pay for any and all necessary repairs to restore Property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.

28. **MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification of premises are required by local ordinance, state or federal law, or Buyer's lending institution, Seller agrees to pay for inspections. Seller agrees to complete any and all repairs required by municipality, provided repairs do not exceed $_____. If Seller does not complete all repairs required by municipality, Buyer may assume the additional costs to complete repairs, or Buyer may declare this Agreement void.

29. **BUYER ACCEPTANCE OF CONDITION:** **AS IS CONDITION** – By closing this transaction, Buyer shall be deemed to have accepted the Property in "AS IS" condition and it shall be deemed by closing this transaction that Buyer is satisfied with the condition of the Property.

30. **TIME FOR LEGAL ACTION:** Buyer and Seller agree that any legal action against either party or against Broker(s) or their agents related to the condition of the Property or arising out of the provisions of this Agreement or any services rendered or not rendered must be brought within the shorter of (a) the time provided by law, or (b) one (1) year after the Closing, or be forever barred.

31. **SHOWINGS:** Seller agrees not to allow the Property to be shown after the inspection contingency is removed or has expired.

32. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** The parties to this transaction acknowledge that they are bound by the requirements of FIRPTA, and that the required addendum or affidavit shall be prepared and executed to determine the amount required to be withheld from a foreign Seller's proceeds, if any.

JW _____ / _____
73f38c8 Buyer(s) Initials

_____ / _____
Seller(s) Initials

MLS # 55023006500

33. **This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser.**

34. **DISCLAIMER OF BROKER(S) AND RELEASE:** Broker(s) and Broker(s)' agents specifically disclaim responsibility for the condition of Property and/or for performance of Agreement by the parties. Parties acknowledge that they are not relying on any representation or warranties that may have been made other than those in writing, and the parties waive and release and relinquish any and all claims or causes of action against the Broker(s), their officers, directors, employees and/or their agents for the condition of the Property or the performance of this Agreement by the parties. Broker(s) and its agents are not experts in the areas of law, tax, financing, surveying, structural conditions, hazardous conditions, or engineering, and Buyer acknowledges that Buyer has been advised to seek professional advice from experts in these areas.

35. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves the right to walk through Property within 48 hours prior to closing to determine whether terms of Agreement have been met.

36. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.

37. **TIME IS OF THE ESSENCE:** Buyer and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Buyer and Seller. Time is of the essence.

38. **SUCCESSORS AND ASSIGNS**: This Agreement shall bind the personal representatives, administrators, successors and assigns of the parties.

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

40. **MISCELLANEOUS:**

A. **Amendment:** The parties agree that this Agreement may not be altered, amended, modified, or otherwise changed, except by a duly executed written agreement between the parties.

B. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

C. **Grammar and Syntax:** The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means "and/or," the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all genders and tenses.

D. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Michigan, the state in which the Property is located.

E. **Electronic Storage of Documents and Records:** The undersigned Sellers and Buyers hereby stipulate and acknowledge that all documents relating to this agreement and all records and correspondence relating thereto, whether now existing or created hereafter, may be stored as electronic images and the originals of the electronically stored documents may be destroyed. The electronic images shall be deemed to serve as the original documents thereafter.

41. **OTHER TERMS AND CONDITIONS**:

BUYER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT: Buyer hereby makes this offer with terms and conditions contained herein and acknowledges receiving a copy of this Agreement.

BUYER Jason Weatherspoon _____ BUYER Jason Weatherspoon _____
Please Print e187b56 *Signature*

BUYER _____ BUYER _____
Please Print *Signature*

WITNESS _____ DATE March 10th, 2023

SELLER SIGNATURE: Seller hereby agrees to terms and conditions contained herein. Seller acknowledges receiving a copy of this Agreement. see addendum 1

SELLER CITY OF JACKSON _____ SELLER _____
Please Print *Signature*

SELLER _____ SELLER _____
Please Print *Signature*

WITNESS _____ DATE _____

BUYER ACKNOWLEDGMENT OF ACCEPTANCE: Buyer's signature below acknowledges receipt of Seller's signed acceptance of this Agreement and constitutes a final acceptance of Seller's counteroffer (if any changes were made by the Seller, thereby making this Agreement a counteroffer).

BUYER _____ BUYER _____
Please Print *Signature*

BUYER _____ BUYER _____
Please Print *Signature*

WITNESS _____ DATE _____

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of REALTORS® to its members. Those who use this form are expected to review both the form and details of this particular transaction to ensure that each provision of this form is appropriate for this transaction. The Greater Metropolitan Association of REALTOR® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

ADDENDUM TO: ☑ **PURCHASE AGREEMENT** **ADDENDUM NO.** 1
☐ **LISTING CONTRACT**
☐ **LEASE AND/OR OPTION AGREEMENT** **DATED** 03/10/2023

THIS ADDENDUM IS ATTACHED TO AND MADE A PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDERSIGNED PARTIES DATED 03/10/2023 **COVERING PROPERTY LOCATED IN THE** city **OF** Jackson **COUNTY OF** Jackson County **STATE OF MICHIGAN, COMMONLY KNOWN AS** 1100 Chittock Avenue, Jackson, MI 49203.

****

IT IS AGREED AND UNDERSTOOD THAT ANY ADDITIONS OR CHANGES SHOWN BELOW SUPERSEDE THE ORIGINAL AGREEMENT/CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Buyer understands that he/she must obtain all building permits necessary for renovations from the city of Jackson. All renovations must be completed prior to occupancy. The home must be brought up to building code.

RESPOND BY _____ **Time:** _____

Witness	**Purchaser**	**Purchaser**	**Date**
Witness	**Seller**	**Seller**	**Date**
Witness	**Acknowledgement**	**Acknowledgement**	**Date**

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

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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 429 St. Clair Avenue for $20,000.

Recommendation: Approve the sale of City owned property located at 429 St. Clair Avenue , to Timothy Mullins for $20,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 429 St Clair Ave, for $20,000.

SUMMARY

The City of Jackson owns real property located at 429 St Clair Ave. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 10th, 2023 an offer of $20,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before March 31th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $8,358.91 Sale price $20,000. Revenue generated $3,881.90 Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 429 St. Clair Ave was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 10th, 2023 Richard Cook received an offer to purchase 429 St. Clair Ave from the Buyer Timothy Mullins for the amount of $20,000. Should Council agree to accept the bid amount, the closing is set on or before March 31th,2023

POSITIONS

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

ERA REAL ESTATE REARDON REALTY

Property Address: **429 Saint Clair Avenue** Date: **03/10/2023**

Seller Name(s): **City Of Jackson**

	Debit	Credit
Sale Price		20000
Brokerage Fee	2000	
Transfer Tax	172	
Tax Proration (Approximate)		
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
American title fee	250	
Subtotal	2897	20000
Net Credit/Debit	17103	
Less Mortgage Balance		
Total Net To Sellers	17103	

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

Seller _____ Seller _____

429 ST. CLAIR AVE

PIN# 1-082300000

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

Closing Date	3.31.23
Sales Price	$ 20,000.00
Est. Project Cost *	$ 8,358.91
Net Sale	**$ 11,641.10**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up			$ -	$ -	$ -
Mohawk	Clean-up Services (ARPA)	Inv#2125	Pd 9.21.22 (ck#189766)	$ 2,500.00	$ 2,500.00	$ -
Red Cedar	*ARPA*		Pd 2.2022	$ 475.00	$ *475.00*	$ -
Subtotal	**Contract Amount(s)**			**$ 2,975.00**	**$ 2,975.00**	**$ -**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct		N/A		$ -	$ -	$ -
Water >						
	Meter Replace	N/A		$ -	$ -	$ -
	Billing #1	N/A		$ -	$ -	$ -
Procurement Card		Hammon Hardward	Entry Lock (anticipated)	$ 15.00	$ 15.00	$ -
Contingency					$ -	$ -
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.		Hrly Rate **	# of Hrs.			
	Brian Taylor	$ 74.00	3.00	$ 222.00	$ 222.00	$ -
	Sven Harrison	$ 53.98	5.00	$ 269.90	$ 269.90	$ -
	Mark Fish	$ 67.75	N/A	$ -	$ -	$ -
	Kim Randell	$ 50.05	N/A	$ -	$ -	$ -
	Sindy Foster	$ 43.15	0.50	$ 21.58	$ 21.58	$ -
	Shannon Williams	$ 56.29	1.00	$ 56.29	$ 56.29	$ -
	Shane LaPorte	$ 82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 4 - 2017)			Estimated	$ 834.94	$ 834.94	$ -
Taxes		Summer	N/a	$ -	$ -	$ -
Special Assessment			N/a	$ -	$ -	$ -
Open Receivables		Multiple	Verified in Building.net 3.3.23	$ 984.90	$ -	$ 984.90
Open Utility		$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees			Net Sheet	$ 2,897.00	$ -	$ 2,897.00
Subtotal	**Additional Cost**			**$ 5,383.91**	**$ 1,502.01**	**$ 3,881.90**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 8,358.91**	$ 4,477.01	**$ 3,881.90**

dotloop signature verification: dtlp.us/3NQc-cWgR-Rss4

SALES CONTRACT

Listing Office: ERA Reardon Realty
Office License #:
Phone:
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424
Email: cook087@msn.com
☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone:
Selling Agent: Rich Cook
Selling Agent License #:
Phone:
Email:
☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Trans. Coord.

1. **THIS** offer made 03/10/2023 between (Buyer) Timothy J. Mullins specify marital/legal status: married Address: 5024 Hematite Jackson mi. 49201 and Seller city of Jackson
2. **FOR** the purchase of the property commonly known as 429 Saint Clair Avenue City Jackson, Zip 49202 or described as W 21 FT OF LOT 205 & E 24 FT OF LOT 206 C K PERRINE'S HILLSIDE SUB DIV located in the _____ of _____, County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. ALL buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
3. **PURCHASE PRICE**: _____ Dollars $ 20000
4. **PERSONAL PROPERTY**: The sale price includes items of personal property as follows: _____
5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
   ☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent / Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

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

   ☐ **LAND CONTRACT**: $_____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $_____ or more. Interest at _____% per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms: _____
6. **SELLER CONCESSIONS**: ☑ NO Seller Concessions ☐ Seller Concessions: Seller to pay $_____ or _____% of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.
7. **HOME SALE CONTINGENCY:** This contract is contingent upon ☑ NONE ☐ SALE AND CLOSE OF ☐ CLOSE OF: ADDRESS: _____

dotloop signature verification: dtlp.us/3NQc-cWgR-Rss4

RE: Property Address: 429 Saint Clair Avenue, Jackson, MI 49202

8. **EARNEST MONEY**: Buyer herewith deposits $ 1000 in the form of check as earnest money to be held by atc as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If sale is not closed, the REALTOR® may notify Buyer and Seller in writing, or REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.
9. **FORM** of Conveyance:
   a. Seller shall pay for, convey, and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidence by Owner's Title Insurance Policy with standard exceptions date in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
   b. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."
10. **CLOSE OF SALE:** Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before 03/31/2023.
11. **PRORATIONS**: Rent and association fees, if any, are to be prorated as of the date of closing.
    ☐ Seller will escrow the sum of $ for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.
12. **POSSESSION**: Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing ☐ At _____ ☐a.m. ☐p.m. on the _____ day after completion of closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $ _____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
    Exceptions: _____

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

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RE: Property Address: 429 Saint Clair Avenue, Jackson, MI 49202

Taxes continued: **Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.**

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

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the Lead-based Paint Seller Disclosure Form completed by the Seller on 03/10/2023, the terms of which shall be part of this contract:

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

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

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure Statement dated 03/10/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

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

16. **HOME WARRANTY**

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

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

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

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

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RE: Property Address: 429 Saint Clair Avenue, Jackson, MI 49202

18. **WELL AND SEPTIC INSPECTIONS** – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:
☑ **Connected to community water** ☑ **Connected to community sewer**
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.
☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector
☐ **Buyer waives water/well/septic inspection.**
If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.
19. **WOOD DESTROYING INSECT INSPECTION**: ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection** – shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.
20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT**:
☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with no boundary lines established.
☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense, a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)
☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.
☑ Buyer waives stake survey, mortgage report, and property improvement report.
21. **CONDITION OF PROPERTY**: BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS-IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION**: Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.
22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.
23. **ARBITRATION**: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgement of any circuit court shall be rendered on the award of determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This contract is enforceable only as to parties and

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SALES CONTRACT

RE: Property Address: 429 Saint Clair Avenue, Jackson, MI 49202

arbitration continued: brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer _____ _____ Seller _____ _____

24. **TRANSACTION FEE**: Buyer agrees to pay ERA Reardon Realty at Closing of Sale a transaction fee of $350.00.
25. **OTHER PROVISIONS:** Buyer understands that he/she must obtain all building permits necessary for renovations from the city of Jackson. All renovations must be completed prior to occupancy. The home must be brought up to building code. sold via quit claim deed.
26. **MISCELLANEOUS**: The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported to statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address as been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. Buyer gives the Seller until _____ ☐ a.m. ☐p.m. on _____ for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

Timothy J. Mullins dotloop verified 03/10/23 12:34 PM EST TZ5D-EKMQ-S0SC-6GLV			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
Timothy J. Mullins			
Print Buyer's Legal Name		Print Buyer's Legal Name	

29. Seller's Response:
☐ ACCEPT ☐ REJECT ☐ EXCEPT AS FOLLOWS: _____

And Seller gives the Buyer until _____ ☐ a.m. ☐p.m. on _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER SIGNATURE	SELLER SIGNATURE	SELLER MARITAL STATUS

30. Buyer's Receipt and Acceptance of Changes: Date: _____ _____ ☐ a.m. ☐p.m.
Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

Timothy J. Mullins dotloop verified 03/10/23 12:34 PM EST VNUS-Y9YO-OGWO-YYEE			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE

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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 116 West Mansion Street for $20,000.

Recommendation: Approve the sale of City owned property located at 116 West Mansion Street, to Timothy Mullins for $20,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 116 W. Mansion St, for $20,000.

SUMMARY

The City of Jackson owns real property located at 116 W. Mansion St. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 10th, 2023 an offer of $20,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before April 30th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $22,116.70 Sale price $20,000. Revenue generated $34,564.12 Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 116 W. Mansion St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 10th, 2023 Richard Cook received an offer to purchase 116 W. Mansion St Ave from the Buyer Timothy Mullins for the amount of $20,000. Should Council agree to accept the bid amount, the closing is set on or before April 30th ,2023

POSITIONS

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

ERA REAL ESTATE REARDON REALTY

Property Address: **116 West Mansion Street** Date: **03/10/2023**

Seller Name(s): **City Of Jackson**

	Debit	Credit
Sale Price		20000
Brokerage Fee	2000	
Transfer Tax	172	
Tax Proration (Approximate)		
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
American title fee	250	
Subtotal	2897	20000
Net Credit/Debit	17103	
Less Mortgage Balance		
Total Net To Sellers	17103	

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

Seller _____ Seller _____

116 W. MANSION ST.

PIN# 5-155800000

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

Closing Date	3.31.23
Sales Price	$ 20,000.00
Est. Project Cost *	$ 22,116.70
Net Sale	**$ (2,116.70)**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up	N/A	N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2120	Pd 5.2022	$ 2,300.00	$ 2,300.00	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
Subtotal	**Contract Amount(s)**			**$ 2,300.00**	**$ 2,300.00**	**$ -**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card		Hammon Hardward	Entry Lock (estimated)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.		Hrly Rate **	# of Hrs.			
Brian Taylor	$	74.00	3.00	$ 222.00	$ 222.00	$ -
Sven Harrison	$	53.98	2.00	$ 107.96	$ 107.96	$ -
Mark Fish	$	67.75	N/A	$ -	$ -	$ -
Kim Randell	$	50.05	N/A	$ -	$ -	$ -
Sindy Foster	$	43.15	0.50	$ 21.58	$ 21.58	$ -
Shannon Williams	$	56.29	1.00	$ 56.29	$ 56.29	$ -
Shane LaPorte	$	82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2018) Estimated				$ 13,330.71	$ 13,330.71	$ -
Taxes		Summer/Winter	Pd 2018	$ 1,416.74	$ 1,416.74	$ -
Special Assessment		N/A	N/A	$ -	$ -	$ -
Open Receivables		Multipole	Verified in Building.net 3.3.23	$ 1,167.12	$ -	$ 1,167.12
Open Utility		$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees			est.	$ 2,897.00	$ -	$ 2,897.00
Subtotal	**Additional Cost**			**$ 19,816.70**	**$ 15,252.58**	**$ 4,564.12**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 22,116.70**	$ 17,552.58	**$ 4,564.12**

dotloop signature verification: dtlp.us/JVEa-3TTm-5ZzI

SALES CONTRACT

Listing Office: ERA Reardon Realty
Office License #:
Phone:
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424
Email: cook087@msn.com
☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone:
Selling Agent: Rich Cook
Selling Agent License #:
Phone:
Email:
☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Trans. Coord.

1. **THIS** offer made 03/10/2023 between (Buyer) Timothy J. Mullins specify marital/legal status: _____ Address: 5024 Hematite st jackson mi. 49201 and Seller city of Jackson
2. **FOR** the purchase of the property commonly known as 116 West Mansion Street City Jackson, Zip 49203 or described as LOT 8 BLK 8 HARMON'S ADD located in the _____ of _____, County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. ALL buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
3. **PURCHASE PRICE**: _____ Dollars $ 20000
4. **PERSONAL PROPERTY**: The sale price includes items of personal property as follows: _____
5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
   ☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent / Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

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

   ☐ **LAND CONTRACT**: $_____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $_____ or more. Interest at _____% per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms: _____
6. **SELLER CONCESSIONS**: ☑ NO Seller Concessions ☐ Seller Concessions: Seller to pay $_____ or _____% of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.
7. **HOME SALE CONTINGENCY:** This contract is contingent upon ☑ NONE ☐ SALE AND CLOSE OF ☐ CLOSE OF: ADDRESS: _____

dotloop signature verification: dtlp.us/JVEa-3TTm-5ZzI

RE: Property Address: 116 West Mansion Street, Jackson, MI 49203

8. **EARNEST MONEY**: Buyer herewith deposits $ 1000 in the form of check as earnest money to be held by atc as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If sale is not closed, the REALTOR® may notify Buyer and Seller in writing, or REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.
9. **FORM** of Conveyance:
   a. Seller shall pay for, convey, and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidence by Owner's Title Insurance Policy with standard exceptions date in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
   b. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."
10. **CLOSE OF SALE:** Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before 04/30/2023.
11. **PRORATIONS**: Rent and association fees, if any, are to be prorated as of the date of closing.
    ☐ Seller will escrow the sum of $ for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.
12. **POSSESSION**: Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing ☐ At _____ ☐a.m. ☐p.m. on the _____ day after completion of closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $ _____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
    Exceptions: _____

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

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RE: Property Address: 116 West Mansion Street, Jackson, MI 49203

Taxes continued: **Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.**

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

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

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

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

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure Statement dated 03/10/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

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

16. **HOME WARRANTY**

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

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

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

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

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RE: Property Address: 116 West Mansion Street, Jackson, MI 49203

18. **WELL AND SEPTIC INSPECTIONS** – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:
☑ **Connected to community water** ☑ **Connected to community sewer**
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.
☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector
☐ **Buyer waives water/well/septic inspection.**
If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.
19. **WOOD DESTROYING INSECT INSPECTION**: ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection** – shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.
20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT**:
☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with no boundary lines established.
☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense, a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)
☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.
☑ Buyer waives stake survey, mortgage report, and property improvement report.
21. **CONDITION OF PROPERTY**: BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS-IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION**: Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.
22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.
23. **ARBITRATION**: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgement of any circuit court shall be rendered on the award of determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This contract is enforceable only as to parties and

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SALES CONTRACT

RE: Property Address: 116 West Mansion Street, Jackson, MI 49203

arbitration continued: brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer _____ _____ Seller _____ _____

24. **TRANSACTION FEE**: Buyer agrees to pay ERA Reardon Realty at Closing of Sale a transaction fee of $350.00.
25. **OTHER PROVISIONS:** Buyer understands that he/she must obtain all building permits necessary for renovations from the city of Jackson. All renovations must be completed prior to occupancy. The home must be brought up to building code. Sold via quit claim deed
26. **MISCELLANEOUS**: The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported to statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address as been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. Buyer gives the Seller until _____ ☐ a.m. ☐p.m. on 03/20/2023 for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

Timothy J. Mullins dotloop verified 03/10/23 12:27 PM EST 64GR-7WW4-G6SG-LPYT			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
Timothy J. Mullins			
Print Buyer's Legal Name		Print Buyer's Legal Name	

29. Seller's Response:
☑ ACCEPT ☐ REJECT ☐ EXCEPT AS FOLLOWS: Close before 03/31/2023

And Seller gives the Buyer until _____ ☐ a.m. ☐p.m. on _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER SIGNATURE	SELLER SIGNATURE	SELLER MARITAL STATUS

30. Buyer's Receipt and Acceptance of Changes: Date: _____ _____ ☐ a.m. ☐p.m.
Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

Timothy J. Mullins dotloop verified 03/10/23 12:27 PM EST 3A1S-6TMT-1DQW-RLKJ			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE

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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 521 Wildwood Ave, for $ 10,000.

Recommendation: Approve the sale of City owned property located at 521 Wildwood Ave, to Michael Macomber for $10,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 521 Wildwood Ave, for $10,000.

SUMMARY

The City of Jackson owns real property located at 521 Wildwood Ave. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 6th, 2023 an offer of $10,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before April 14th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $7,124.35. Sale price $10,000. Revenue generated $2,875.66. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 521 Wildwood Ave was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. fter completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 6th, 202 Richard Cook received an offer to purchase 521 Wildwood Ave from the Buyer Michael Macomber for the amount of $10,000. Should Council agree to accept the bid amount, the closing is set on or before April 14th,2023

POSITIONS

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

ERA REAL ESTATE REARDON REALTY

Property Address: **521 Wildwood Avenue** Date: **03/09/2023**

Seller Name(s):

	Debit	Credit
Sale Price		10000
Brokerage Fee	2000	
Transfer Tax	86	
Tax Proration (Approximate)	0	
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
american title fee	250	
Subtotal	2811	10000
Net Credit/Debit	7189	
Less Mortgage Balance		
Total Net To Sellers	7189	

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

Seller _____ Seller _____

521 WILDWOOD

PIN# 5-2-006600000

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

Ready to List / Closing Date	3.31.23
Sales Price	$ 10,000.00
Est. Project Cost *	$ 7,124.35
Net Sale	**$ 2,875.66**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up	N/A	N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	N/A	N/A	$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
Subtotal	**Contract Amount(s)**			**$ -**	**$ -**	**$ -**

Additional Project Cost					**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct		N/A			$ -	$ -	$ -
Water >							
	Meter Replace	N/A			$ -	$ -	$ -
	Billing #1	N/A			$ -	$ -	$ -
Procurement Card			Hammon Hardward	Entry Lock (estimated)	$ 15.00	$ 15.00	$ -
Contingency					$ 500.00	$ -	$ 500.00
Miscellaneous					$ -	$ -	$ -
City Employee(s) Hrs.			Hrly Rate **	# of Hrs.			
	Brian Taylor	$	74.00	10.00	$ 740.00	$ 740.00	$ -
	Sven Harrison	$	53.98	8.00	$ 431.84	$ 431.84	$ -
	Mark Fish	$	67.75	N/A	$ -	$ -	$ -
	Kim Randell	$	50.05	N/A	$ -	$ -	$ -
	Sindy Foster	$	43.15	0.50	$ 21.58	$ 21.58	$ -
	Shannon Williams	$	56.29	1.00	$ 56.29	$ 56.29	$ -
	Shane LaPorte	$	82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 5 - 2017) Estimated					$ 2,192.52	$ 2,192.52	$ -
Taxes			Summer/Winter	N/A	$ -	$ -	$ -
Special Assessment			N/A	N/A	$ -	$ -	$ -
Open Receivables			Multipole	Verified in Building.net 3.3.23	$ 273.82	$ -	$ 273.82
Open Utility			$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables			$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees				est.	$ 2,811.00	$ -	$ 2,811.00
Subtotal	**Additional Cost**				**$ 7,124.35**	**$ 3,539.53**	**$ 3,584.82**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 7,124.35**	$ 3,539.53	**$ 3,584.82**

dotloop signature verification: dtlp.us/aNwA-dRSX-z6NX

SALES CONTRACT

Listing Office: ERA Reardon Realty
Office License #:
Phone:
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424
Email: cook087@msn.com
☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone:
Selling Agent: Rich Cook
Selling Agent License #:
Phone:
Email:
☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Trans. Coord.

1. **THIS** offer made 03/06/2023 between (Buyer) micheal J. Macomber specify marital/legal status: married Address: 603 Wildwood Jackson MI. and Seller Jonathan greene
2. **FOR** the purchase of the property commonly known as 521 Wildwood Avenue City Jackson, Zip 49201 or described as LOT 2 BLK 2 ASSESSOR'S WILDWOOD PLAT located in the _____ of _____, County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. ALL buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
3. **PURCHASE PRICE**: _____ Dollars $ 10000
4. **PERSONAL PROPERTY**: The sale price includes items of personal property as follows: _____
5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
   ☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent / Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

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

   ☐ **LAND CONTRACT**: $_____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $_____ or more. Interest at _____% per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms: _____
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dotloop signature verification: dtlp.us/aNwA-dRSX-z6NX

RE: Property Address: 521 Wildwood Avenue, Jackson, MI 49201

8. **EARNEST MONEY**: Buyer herewith deposits $ 1000 in the form of check as earnest money to be held by american title as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If sale is not closed, the REALTOR® may notify Buyer and Seller in writing, or REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.
9. **FORM** of Conveyance:
    a. Seller shall pay for, convey, and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidence by Owner's Title Insurance Policy with standard exceptions date in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
    b. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."
10. **CLOSE OF SALE:** Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before 04/14/2023.
11. **PRORATIONS**: Rent and association fees, if any, are to be prorated as of the date of closing.
    ☐ Seller will escrow the sum of $ for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.
12. **POSSESSION**: Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing ☐ At _____ ☐a.m. ☐p.m. on the _____ day after completion of closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $ _____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
    Exceptions: _____

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

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RE: Property Address: 521 Wildwood Avenue, Jackson, MI 49201

Taxes continued: **Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.**

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

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the Lead-based Paint Seller Disclosure Form completed by the Seller on 03/06/2023, the terms of which shall be part of this contract:

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

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

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure Statement dated 03/06/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

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

16. **HOME WARRANTY**

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

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

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

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

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RE: Property Address: 521 Wildwood Avenue, Jackson, MI 49201

18. **WELL AND SEPTIC INSPECTIONS** – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:
☑ **Connected to community water** ☑ **Connected to community sewer**
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.
☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector
☐ **Buyer waives water/well/septic inspection.**
If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.
19. **WOOD DESTROYING INSECT INSPECTION**: ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection** – shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.
20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT**:
☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with no boundary lines established.
☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense, a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)
☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.
☑ Buyer waives stake survey, mortgage report, and property improvement report.
21. **CONDITION OF PROPERTY**: BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS-IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION**: Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.
22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.
23. **ARBITRATION**: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgement of any circuit court shall be rendered on the award of determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This contract is enforceable only as to parties and

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SALES CONTRACT

RE: Property Address: 521 Wildwood Avenue, Jackson, MI 49201

arbitration continued: brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer _____ _____ Seller _____ _____

24. **TRANSACTION FEE**: Buyer agrees to pay ERA Reardon Realty at Closing of Sale a transaction fee of $350.00.
25. **OTHER PROVISIONS:** sold via quit claim deed. Buyer understands All permits must be obtained through the city of Jackson and that the home must be brought up to code prior to occupancy.
26. **MISCELLANEOUS**: The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported to statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address as been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. Buyer gives the Seller until _____ ☐ a.m. ☐p.m. on 03/24/2023 for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

micheal J. Macomber dotloop verified 03/06/23 8:41 PM EST OF54-OTVN-75SL-4561
BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

micheal J. Macomber
Print Buyer's Legal Name

Print Buyer's Legal Name

29. Seller's Response:
☐ ACCEPT ☐ REJECT ☐ EXCEPT AS FOLLOWS: _____

And Seller gives the Buyer until _____ ☐ a.m. ☐p.m. on _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER SIGNATURE

SELLER SIGNATURE

SELLER MARITAL STATUS

30. Buyer's Receipt and Acceptance of Changes: Date: _____ _____ ☐ a.m. ☐p.m.
Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

micheal J. Macomber dotloop verified 03/06/23 8:41 PM EST VJIO-CCGD-HIJL-TWPP
BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 1026 South Milwaukee Street, for $ 11,000.

Recommendation: Approve the sale of City owned property located at 1026 South Milwaukee Street, to Rafael Golden for $11,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 1026 S. Milwaukee St, for $11,000.

SUMMARY

The City of Jackson owns real property located at 1026 S Milwaukee. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 6th, 2023 an offer of $11,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before April 24th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $16,576.63. Sale price $10,000. Revenue generated $(4,002.95) Upon sale the property will be placed back on the tax roll.
Approximate cost to demolish the structure if sale does not occur $ 30,000

HISTORY, BACKGROUND and DISCUSSION

Property located at 1026 S. Milwaukee St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 6th, 202 Richard Cook received an offer to purchase 1026 S Milwaukee St from the Buyer Rafael Golden for the amount of $11,000. Should Council agree to accept the bid amount, the closing is set on or before April 24th,2023

POSITIONS

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

ERA REAL ESTATE REARDON REALTY

Property Address: **1026 South Milwaukee Street** Date: **03/09/2023**

Seller Name(s):

	Debit	Credit
Sale Price		11000
Brokerage Fee	2000	
Transfer Tax	94.60	
Tax Proration (Approximate)		
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
american title fee	250	
Subtotal	2819.6	11000
Net Credit/Debit	8180.4	
Less Mortgage Balance		
Total Net To Sellers	8180.4	

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

Seller _____ Seller _____

1026 S. Milwaukee St. - 1028

PIN# 5-098100000

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

Closing Date	3.31.23
Sales Price	$ 11,000.00
Est. Project Cost *	$ 16,576.63
Net Sale	**$ (5,576.63)**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up	N/A	N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2120	Pd 5.20.22	$3,400.00	$ 3,400.00	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
Subtotal	**Contract Amount(s)**			**$ 3,400.00**	**$ 3,400.00**	**$ -**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card		Hammon Hardward	Entry Lock (estimated)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.		Hrly Rate **	# of Hrs.			
Brian Taylor	$	74.00	3.00	$ 222.00	$ 222.00	$ -
Sven Harrison	$	53.98	2.00	$ 107.96	$ 107.96	$ -
Mark Fish	$	67.75	N/A	$ -	$ -	$ -
Kim Randell	$	50.05	N/A	$ -	$ -	$ -
Sindy Foster	$	43.15	0.50	$ 21.58	$ 21.58	$ -
Shannon Williams	$	56.29	1.00	$ 56.29	$ 56.29	$ -
Shane LaPorte	$	82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2019) Estimated				$ 7,697.95	$ 7,697.95	$ -
Taxes		Summer/Winter	2019	$ 970.60	$ 970.60	$ -
Special Assessment		N/A	N/A	$ -	$ -	$ -
Open Receivables		Multipole	Verified in Building.net 3.3.23	$ 506.26	$ -	$ 506.26
Open Utility		$177.09 balance	Verified in Building.net 3.3.23	$ 177.09	$ -	$ 177.09
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees			est.	$ 2,819.60	$ -	$ 2,819.60
Subtotal	**Additional Cost**			**$ 13,176.63**	**$ 9,173.68**	**$ 4,002.95**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 16,576.63**	$ 12,573.68	**$ 4,002.95**

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PURCHASE AGREEMENT

Property Address 1026 South Milwaukee Street, Jackson, MI 49203

Listing Office: ERA Reardon Realty
Office License #:
Phone: **Fax:**
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 517-474-7424 **Fax:**
Email: cook087@msn.com
☑ Seller's Agent ☐ Dual Agent ☐ Transaction Coord.

Selling Office:
Office License #:
Phone: **Fax:**
Selling Agent: Rafael Golden
Selling Agent License #
Phone: 313-293-1637 **Fax:**
Email: joinrafael@gmail.com
☐ Seller's Agent ☑ Buyer's Agent ☐ Dual Agent ☐ Transaction Coord.

1. **THIS** offer made at 6:00 AM/PM 03/06/2023 between (Buyer) Rafael Golden specify marital/legal status: . Address and Seller City of Jackson

2. **FOR** the purchase of the property commonly known as 1026 South Milwaukee Street City Jackson Zip 49203 or described as located in the City of Jackson, County of Jackson County State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** eleven thousand **Dollars** **$** 11000

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

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

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

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

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

5.a. Buyer agrees to pay $250.00 office fee to Home 1st Real Estate Broker.

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☐ NONE
☐ SALE OF ☐ CLOSE OF:
ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $ 500 in the form of cashier check as earnest money to be held by American Title as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

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

9. **CLOSE** of sale shall be on or before 04/24/2023

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing.
☐ Seller will escrow the sum of $_____ for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

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

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

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

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on 03/06/2023, the terms of which shall be part of this agreement.
☐ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

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

Seller's Disclosure:
☐ Buyer acknowledges that a Seller's Disclosure statement dated 03/06/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.
☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

dotloop signature verification: dtlp.us/XmHC-p6DE-vhjY

Property Address 1026 South Milwaukee Street, Jackson, MI 49203

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

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

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

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

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

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

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

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

☐ **Buyer waives water/well/septic inspection.**

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

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

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

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

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

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

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

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

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

dotloop signature verification: dtlp.us/XmHC-p6DE-vhjY

PURCHASE AGREEMENT

Property Address 1026 South Milwaukee Street, Jackson, MI 49203

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

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** _____

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

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

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26. Buyer gives the Seller until 12:00 AM/PM 03/13/2023, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Rafael Golden dotloop verified 03/06/23 6:06 PM EST WTGZ-EXCA-3YWD-JVOL
BUYER _____ BUYER

Rafael Golden
Print Buyer's Legal Name _____ Print Buyer's Legal Name

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27. **Seller's Response:** _____ _____ AM/PM

☐ ACCEPT ☐ REJECT ☑ EXCEPT AS FOLLOWS: _____

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

_____ _____ _____
SELLER SELLER SELLER MARITAL STATUS

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28. **Buyer's Receipt and Acceptance of Changes:** _____ _____ AM/PM

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

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

_____ _____
BUYER BUYER

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

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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 213 Damon Street, for $8,000.

Recommendation: Approve the sale of City owned property located at 213 Damon Street, to Madalina Hoffert for $8,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 213 Damon St, for $8,000.

SUMMARY

The City of Jackson owns real property located at 213 Damon St. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 8th, 2023 an offer of $8,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before March 31st, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $12,810.30. Sale price $8,000. Revenue generated $(4,077.10) Upon sale the property will be placed back on the tax roll.
Approximate cost to demolish the structure if sale does not occur $ 20,000

HISTORY, BACKGROUND and DISCUSSION

Property located at 213 Damon St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 8th, 2023 Richard Cook received an offer to purchase 312 Damon St from the Buyer Madalina Hoffert for the amount of $8,000. Should Council agree to accept the bid amount, the closing is set on or before April 24th,2023

POSITIONS

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

ERA REAL ESTATE REARDON REALTY

Property Address: **213 Damon Street** Date: **03/09/2023**

Seller Name(s):

	Debit	Credit
Sale Price		8000
Brokerage Fee	2000	
Transfer Tax	68.80	
Tax Proration (Approximate)		
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
American title fee	250	
Subtotal	2793.8	8000
Net Credit/Debit	5206.2	
Less Mortgage Balance		
Total Net To Sellers	5206.2	

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

Seller _____ Seller _____

213 DAMON ST.

PIN# 5-138200000

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

Closing Date	3.31.23
Sales Price	$ 8,000.00
Est. Project Cost *	$ 12,810.30
Net Sale	**$ (4,810.30)**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up	N/A	N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2120	Pd 5.2022	$ 3,400.00	$ 3,400.00	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
Subtotal	**Contract Amount(s)**			**$ 3,400.00**	**$ 3,400.00**	**$ -**

Additional Project Cost					**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct		N/A			$ -	$ -	$ -
Water >							
	Meter Replace	N/A			$ -	$ -	$ -
	Billing #1	N/A			$ -	$ -	$ -
Procurement Card			Hammon Hardward	Entry Lock (estimated)	$ 15.00	$ 15.00	$ -
Contingency					$ 500.00	$ -	$ 500.00
Miscellaneous					$ -	$ -	$ -
City Employee(s) Hrs.			Hrly Rate **	# of Hrs.			
	Brian Taylor	$	74.00	3.00	$ 222.00	$ 222.00	$ -
	Sven Harrison	$	53.98	2.00	$ 107.96	$ 107.96	$ -
	Mark Fish	$	67.75	N/A	$ -	$ -	$ -
	Kim Randell	$	50.05	N/A	$ -	$ -	$ -
	Sindy Foster	$	43.15	0.50	$ 21.58	$ 21.58	$ -
	Shannon Williams	$	56.29	1.00	$ 56.29	$ 56.29	$ -
	Shane LaPorte	$	82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2018) Estimated					$ 3,785.24	$ 3,785.24	$ -
Taxes			Summer/Winter	Pd 2018	$ 1,042.83	$ 1,042.83	$ -
Special Assessment			N/A	N/A	$ -	$ -	$ -
Open Receivables			Multipole	Verified in Building.net 3.3.23	$ 783.30	$ -	$ 783.30
Open Utility			$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables			$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees				est.	$ 2,793.80	$ -	$ 2,793.80
Subtotal	**Additional Cost**				**$ 9,410.30**	**$ 5,333.20**	**$ 4,077.10**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 12,810.30**	$ 8,733.20	**$ 4,077.10**

dotloop signature verification: dtlp.us/cwkX-P6sS-k8sl

PURCHASE AGREEMENT
LENAWEE COUNTY

Listing Office: ERA Reardon
Office Address: 910 N West St
Telephone: (517) 782-3688 Fax:
Listing Agent: Rich Cook
Telephone: Fax:
E-mail: cook087@msn.com

Agency Status
☑ Seller's ☐ Dual ☐ Transaction Coordinator

Selling Office: Howard Hanna
Office Address: 905 N Main St, Adrian, MI 49221
Telephone: 517-263-4100 Fax:
Selling Agent: Kasey White
Telephone: 5172154943 Fax:
E-mail: kaseywhitehomes@gmail.com

Agency Status
☐ Seller's ☑ Buyer's ☐ Dual ☐ Transaction Coordinator

THIS CONTRACT IS DATED 03/08/2023

1. THE PROPERTY COMMONLY KNOWN AS: 213 Damon Street, Jackson, MI 49203
(Street, City, Zip Code)

TAX / PARCEL ID 5-138200000 **LEGAL DESCRIPTION** See Title Work

Seller agrees to sell and convey, subject to easements and restrictive covenants of record, and subject to the lien of taxes not yet due and payable at time of closing, and Purchaser agrees to purchase the property situated in the ☑ City ☐ Twp. of Jackson County of Jackson, Michigan, as identified above.

PURCHASER Madalina Hoffert
Address 703 W Russell Rd, Apt C, Tecumseh, MI 49286

SELLER City of Jackson
Address

SALE PRICE: Eight Thousand and No/100 **DOLLARS** ($ 8,000)

2. THE TERMS OF THE SALE SHALL BE as indicated by "X" below: (other unmarked terms of purchase do not apply). Payment of such purchase money shall be in cash or certified check or bank money order.

☑ **CASH** - The full purchase price upon execution and delivery of Warranty Deed.

☐ **NEW MORTGAGE** - Contingent upon Purchaser's ability to obtain a _____ year _____ mortgage, which Purchaser agrees to make formal application for such mortgage loan _____ days from the date of acceptance of this offer at purchaser's expense and accept promptly if tendered.

☐ **OTHER**

Buyer agrees to pay a commission of $295.00 to Howard Hanna at the time of Closing.

3. THIS AGREEMENT IS CONTINGENT UPON THE SALE OF ANOTHER PROPERTY: ☐ Yes ☑ No

(address of property)

Is currently on the market ☐ Yes ☐ No If contingent on sale of another property, the following conditions exist:

Property Address: 213 Damon Street, Jackson, MI 49203

Buyer's Initials MH 03/08/23 9:01 PM EST dotloop verified **Date** **Seller's Initials** **Date**

dotloop signature verification: dtlp.us/cwkX-P6sS-k8sl

4. **EARNEST MONEY:** Purchaser will deposit $ 0 upon acceptance evidencing Purchaser's good faith. Said deposits to be held by N/A and may apply as part of the purchase price or purchaser's closing costs. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Purchaser, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue his legal or equitable remedies hereunder against Purchaser. In the event the Purchaser and Seller both claim the earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Purchaser and Seller have agreed in writing to the disposition of the deposit or the escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313(5)..

5. **IMPROVEMENTS AND APPURTENANCES:** This contract includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date, including but not limited to: all lightening and plumbing fixtures, ceiling fans, window hardware and blinds, wall-to-wall carpeting, attached shelving, purchased water softener, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, mounted tv brackets and thermostats, as well as the following personal property for which a bill of sale will be given,
namely: N/A

EXCLUSIONS: N/A

6. **TAXES:** Real Estate taxes billed before close of sale are to be paid by the Seller. All real estate taxes billed on or after close of sale shall be paid by Purchaser. FOR PURPOSES OF THIS AGREEMENT, taxes are to be prorated as indicated by an "X" below, the amount to be based on latest tax figures and 365 days in a year.

☐ Taxes to be prorated in ADVANCE, with July bill covering July 1 thru June 30; December bill covering December 1 thru November 30.
☑ No Tax Proration
☐ Other

Purchaser is NOT TO assume that their future tax bills on the property will be equal to the Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

7. **PRORATIONS:** Rent, fuel, association dues, water, sewer, interest on any existing land contract, mortgage or other lien assumed by Purchaser shall all be adjusted to the date of closing of the sale. Sellers are responsible for fire and extended coverage insurance until sale is closed. $ 0 will be retained from ☐ Seller ☐ Purchaser for N/A and be held in escrow by N/A .

Any balances remaining will be remitted to ☐ Seller ☐ Purchaser and any balance DUE will be paid by the responsible party.

8. **ASSESSMENTS:** which are or become a lien on the property on or before the date of closing of this sale shall be paid as follows: before closing, the Seller shall pay all installment assessment billings; and after closing, the Purchaser shall pay all installment assessment billings. Assessments for any improvements, now installed, but not yet a tax lien, shall be assumed by the Purchaser. Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Purchaser in this agreement. Any exceptions shall be disclosed to Purchaser in writing.

9. **ALL MATTERS RELATED** to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc...are to be secured and paid for by the Purchaser unless otherwise specified. Seller will obtain and pay for a confirmation of driveway access as required by Lenawee County Road Commission, if applicable to subject property herein.

10. **SELLERS DISCLOSURE STATEMENT:** ☑ Purchasers acknowledge that a Sellers Disclosure Statement has been provided to Purchaser. ☐ Seller shall provide Purchaser with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993. Purchaser will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract delivery of a written notice to Seller or Seller's Agent. ☐ Property exempt from Seller's Disclosure Statement.

Property Address: 213 Damon Street, Jackson, MI 49203

Buyer's Initials MH ☐ 03/09/23 5:01 PM EST dotloop verified **Date** _____ **Seller's Initials** ☐ ☐ **Date** _____

dotloop signature verification: dtlp.us/cwkX-P6sS-k8sl

PURCHASE AGREEMENT
LENAWEE COUNTY

11. MH 03/08/23 9:01 PM EST dotloop verified (Initials) **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978) **Purchasers acknowledge that prior to signing this purchase agreement, Purchaser has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure Form* completed by the Seller on** 03/08/2023 **, The terms of which are incorporated herein by reference.**
☐ Property exempt from Lead-based Paint Disclosure.
☐ Purchaser shall have a _____ day(s) opportunity after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint hazards (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Purchaser is not satisfied with the results of this inspection, upon notice from Purchaser to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Purchaser.
☑ Purchaser hereby waives the opportunity to conduct a risk assessment/inspection for the presence of lead-based paint/lead-based paint hazards.

12. **INSPECTIONS:** ☐ This contract is contingent upon Purchaser's satisfaction with inspections of Purchaser's choice and at Purchaser's expense. Purchaser shall have the option for _____ days from final acceptance to have the property inspected. This contingency includes, but is not limited to, inspection for radon, pests, mold, sewer line, well, septic, drain field, square footage, construction, mechanical, electrical, structural, architectural, survey, asbestos and other inspection. Purchaser agrees to restore the property to its prior condition after any inspections or tests. **If this contingency is not removed in writing by said date, it shall be considered waived by the Purchaser.**
NOTE: The intention of the inspection(s) is not to create a list of repairs for the Seller to correct. It is the Seller's position that the negotiated price fairly reflects the present "AS IS" condition of the property.

☑ Purchaser waives Inspections. ☑ Purchaser accepts the property in AS IS condition, including the possible existence of unknown latent defects and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.

13. **HOME WARRANTY PROGRAM:** Purchaser and Seller have been advised of the availability of a Home Warranty Program. Said Home Warranty Plan to be paid by _____ through the ☐ Listing Office ☐ Selling Office
Cost of Home Warranty not to exceed $. _____ ☑ Purchaser Waives Home Warranty.

14. **WALK-THROUGH:** ☐ Purchaser requests ☑ Purchaser waives, a ☐ walk-through prior to closing only to determine that the premises are in the same condition as when the Purchase Agreement was executed, and that the personal property specifically listed in the Purchase Agreement remains on the premises.

15. **LAND DIVISION ACT: (For unplatted land only.)** Seller and Purchaser agree that the following statements shall be included in the deed at the time of delivery:

(a) The grantor grants to the grantee the right to make all **(insert "zero", "all" or a specific number, as appropriate)** division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967 as amended.
(b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act. **CAUTION:** If the space contained in paragraph (a) above is left blank, the deed will **NOT** grant Purchaser the right to any divisions.

16. **PRIVATE ROAD DISCLOSURE:**
☐ The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the County Road Commission or other public or municipal body.

☑ The property does not abut a private road.

17. **TITLE INSURANCE.** Seller shall provide to Purchaser, at Seller's expense, an owner's policy of title insurance with ☐ standard exceptions ☐ without standard exceptions, in the amount of the sales price. Purchaser to be responsible for any required survey. Seller will apply for a commitment for title insurance upon removal of all contingencies by the Purchaser on this agreement. Upon receipt of the commitment, Purchaser shall have N/A days to provide Seller with written notice to any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. if Seller is unable to remedy the defects within 30 days, this Agreement shall terminate at Purchaser's option, and any deposit shall be refunded to Purchaser.

18. **FORM OF CONVEYANCE:** Seller agrees to grant and convey, as above required, by ☐ warranty deed ☐ land contract, or ☑ other Quit Claim Deed a marketable title to the property. Seller will pay transfer tax when title passes. Any condominium/cooperative transfer fee will be ☐ paid by: ☐ Seller Purchaser

Property Address: 213 Damon Street, Jackson, MI 49203

Buyer's Initials MH 03/08/23 9:01 PM EST dotloop verified **Date** _____ **Seller's Initials** _____ **Date** _____

dotloop signature verification: dtlp.us/cwkX-P6sS-k8sl

19. **SELLER AND PURCHASER HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO:** Insure the details of the Purchase Agreement are being adhered to; that title is marketable and Purchase Agreement complies with or is not affected by the Land Division Act #288, PA of 1967, as amended. SELLER AND PURCHASER ACKNOWLEDGE THAT BROKER IS NOT ACTING AS AN ATTORNEY, TAX ADVISOR, SURVEYOR, APPRAISER, ENVIRONMENTAL EXPERT, OR STRUCTURAL OR MECHANICAL ENGINEER FOR EITHER PARTY AND ADVISED THAT PROFESSIONALS SHOULD BE CONTACTED ON THESE MATTERS.

APPROVAL OF CONTRACT by Purchaser's attorney within 0 business days from date of acceptance of this contract. If this contingency is not removed in writing by said date, it shall be considered waived by Purchaser.

20. **CLOSING:** Close of sale shall be no sooner than asap and no later than 03/31/2023. Any extensions on closing date shall be in writing and agreed to by both Seller and Purchaser. TIME IS OF THE ESSENCE.

21. **POSSESSION** to be given no later than at close days from close of sale at _____ ☐ AM ☐ PM, subject to tenant's rights, if any, ☐ without payment of occupancy charges, or ☐ with payment of occupancy charges of $ 0 per day, including the day of closing through the day keys are delivered and property is vacated. Occupancy charges in the sum of $ 0 will be withheld from Seller at closing and held in escrow by 0. Within 7 days after delivery of keys by Seller, the funds will be distributed according to the terms of this Purchase Agreement. Sellers will be responsible for utilities, lawn care and snow removal during occupancy. From date of closing, Purchaser will maintain hazard insurance on the property and Seller will maintain insurance for liability and Seller's personal property. Property to be left in broom-clean condition.

DAMAGE DEPOSIT ESCROW: At closing, Seller will also pay into escrow the sum of 0 Dollars ($ 0) as a damage deposit to cover repairs or damages sustained during Seller's occupancy. Escrow agent will disburse the damage deposit within five (5) business days of receipt of a damage deposit escrow release signed by both parties. If, on the actual possession date, repairs or damages exceed the amount of the damage deposit, Seller will immediately, upon demand, pay the excess amount to Purchaser.

INSPECTION: Purchaser is entitled to an inspection of the property immediately prior to the surrender of possession by Seller.

22. **SELLER RESPONSE TIME:** Purchaser gives the Seller until (Date) 03/10/2023 (Time) 5:00 ☐ AM ☑ PM to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Purchaser and Seller.

23. **RELEASE:** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of related to this Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.

24. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.

25. **MERGER:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.

26. **HEIRS AND SUCCESSORS:** This agreement binds purchaser, seller, their personal representatives and heirs, and anyone succeeding to their interests in the property. Purchaser shall not assign this agreement without Seller's prior written permission.

27. **ADDITIONAL TERMS:** _____

☐ **SEE ATTACHED ADDENDUM FOR ADDITIONAL TERMS.**

Property address: 213 Damon Street, Jackson, MI 49203

Buyer's Initials _____ 03/09/23 9:01 PM EST dotloop verified **Date** _____ **Seller's Initials** _____ **Date** _____

dotloop signature verification: dtlp.us/cwkX-P6sS-k8sl

Howard Hanna Real Estate Services

REALTOR® EQUAL HOUSING OPPORTUNITY

PURCHASE AGREEMENT
LENAWEE COUNTY

CLOSING COSTS: Unless otherwise provided in this Purchase Agreement, it is agreed that the Seller shall pay all State and County transfer taxes and costs required to convey clear title and preparation of deed. Unless otherwise provided in this Purchase Agreement, Purchaser shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage.

Execution of facsimile or electronic mail counterpart of this agreement shall be deemed execution of the original agreement. Facsimile or electronic mail transmission of an executed copy of this purchase agreement shall constitute acceptance of this agreement. The parties agree that the electronic signatures and initials shall be deemed valid and binding upon the parties as if the original signatures/initials were present in the documents in the handwriting of each party.

Any written notice or communications in connection with the transaction described in the purchase agreement may be given to a party or party's agent by sending or transmitting it to any mailing address, email address, fax number as provided. Any such written notice or communication shall be deemed delivered at the time it is sent or transmitted.

28. RECEIPT IS ACKNOWLEDGED BY PURCHASER OF A COPY OF THIS PURCHASE AGREEMENT.

X Madalina Hoffert dotloop verified 03/08/23 9:01 PM EST SWNO-ECZ6-ASDQ-ADCY
(Note: Please sign as you wish your name to appear on final papers)

X _____ (Purchaser)

Witness: _____ **Date:** _____

29. SELLER'S ACCEPTANCE: IT IS AGREED by the Broker and Seller or lessor, parties to this agreement, that as required by law, discrimination because of race, creed, color, sex, marital or familial status, national origin, age or disability by said parties in respect to the sale or lease of the subject property is prohibited.

30. APPROVAL OF CONTRACT by Seller's attorneys within _____ business days from date of acceptance of this contract. If this contingency is not removed in writing by said date, it shall be considered waived by the Seller.

31. THE ABOVE OFFER IS HEREBY: ☐ Accepted As Written ☐ See Addendum Attached ☐ Countered as Follows

Earnest money to be 500$ upon acceptance. Buyer understands that he/she must obtain all building permits necessary for renovations from the city of Jackson. All renovations must be completed prior to occupancy. The home must be brought up to building code.

32. RESPONSE TIME: Seller gives the Purchaser until (Date) _____ (Time) _____ ☐ AM ☐ PM, to accept any counter offer.
RECEIPT IS ACKNOWLEDGED BY SELLER OF A COPY OF THIS PURCHASE AGREEMENT.

X _____ (Seller)

X _____ (Seller)

Witness: _____ **Date:** _____

33. PURCHASER'S RECEIPT OF ACCEPTANCE: Receipt is acknowledged by Purchaser of the Seller's acceptance of offer. If acceptance was subject to any counter offer, Purchaser agrees to accept counter offer, all other terms and conditions remain unchanged.

X _____ (Purchaser)

X _____ (Purchaser)

Witness: _____ **Date:** _____

Received from Purchaser Deposit Monies if the form of: _____ by _____ on _____ (Date)

Property Address: 213 Damon Street, Jackson, MI 49203

Buyer's Initials _____ 03/08/23 9:01 PM EST dotloop verified **Date:** _____ **Seller's Initials** _____ **Date:** _____

dotloop signature verification: dtlp.us/1dFt-y2hZ-OYkd

Seller's Disclosure Statement

Property address: 213 Damon Street, Jackson, MI 49203 MICHIGAN
Street City, Village, or Township

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

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

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

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

	Yes	No	Unknown	Not Available
Range/Oven	☐	☐	☐	☐
Dishwasher	☐	☐	☐	☐
Refrigerator	☐	☐	☐	☐
Water softener/ conditioner	☐	☐	☐	☐
Disposal	☐	☐	☐	☐
TV antenna, TV rotor & controls	☐	☐	☐	☐
Electrical system	☐	☐	☐	☐
Garage door opener & remote control	☐	☐	☐	☐
Alarm system	☐	☐	☐	☐
Intercom	☐	☐	☐	☐
Central vacuum	☐	☐	☐	☐
Attic fan	☐	☐	☐	☐
Pool heater, wall liner & equipment	☐	☐	☐	☐
Microwave	☐	☐	☐	☐
Trash compactor	☐	☐	☐	☐
Ceiling fan	☐	☐	☐	☐
Sauna/hot tub	☐	☐	☐	☐
Washer	☐	☐	☐	☐

	Yes	No	Unknown	Not Available
Lawn sprinkler system	☐	☐	☐	☐
Water heater	☐	☐	☐	☐
Plumbing system	☐	☐	☐	☐
Hood/fan	☐	☐	☐	☐
Well & pump	☐	☐	☐	☐
Septic tank & drain field	☐	☐	☐	☐
Sump pump	☐	☐	☐	☐
City water system	☐	☐	☐	☐
City sewer system	☐	☐	☐	☐
Central air conditioning	☐	☐	☐	☐
Central heating system	☐	☐	☐	☐
Wall Furnace	☐	☐	☐	☐
Humidifier	☐	☐	☐	☐
Electronic air filter	☐	☐	☐	☐
Solar heating system	☐	☐	☐	☐
Fireplace & chimney	☐	☐	☐	☐
Wood burning system	☐	☐	☐	☐
Dryer	☐	☐	☐	☐

Explanations (attach additional sheets if necessary):

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

Property conditions, improvements & additional information:

1. **Basement/Crawlspace**: Has there been evidence of water? ☐ yes ☐ no
   If yes, please explain:
2. **Insulation**: Describe if known:
   Urea Formaldehyde Foam Insulation (UFFI) is installed? ☐ unknown ☐ yes ☐ no
3. **Roof**: Leaks? ☐ yes ☐ no
   Approximate age if known:
4. **Well**: Type of well (depth/diameter, age and repair history, if known):
   Has the water been tested? ☐ yes ☐ no
   If yes, date of last report/results:
5. **Septic tanks/drain fields**: Condition if known:
6. **Heating system**: Type/approximate

BUYERS INITIALS
SELLERS INITIALS

MH 03/08/23 9:01 PM EST dotloop verified

dotloop signature verification: dtlp.us/1dFt-y2hZ-OYkd

Property address: 213 Damon Street, Jackson, MI 49203 MICHIGAN
Street City, Village, or Township

7. **Plumbing system:** Type: copper ☐ galvanized ☐ other ☐
   Any known problems? _____
8. **Electrical system:** Any known problems? _____
9. **History of infestation,** if any: (termites, carpenter ants, etc.) _____
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
    unknown ☐ yes ☐ no ☐
    If yes, please explain: _____
11. **Flood Insurance:** Do you have flood insurance on the property? ..... unknown ☐ yes ☐ no ☐
12. **Mineral Rights:** Do you own the mineral rights? ..... unknown ☐ yes ☐ no ☐

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

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? ..... unknown ☐ yes ☐ no ☐
2. Any encroachments, easements, zoning violations or nonconforming uses? ..... unknown ☐ yes ☐ no ☐
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? ..... unknown ☐ yes ☐ no ☐
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown ☐ yes ☐ no ☐
5. Settling, flooding, drainage, structural, or grading problems? ..... unknown ☐ yes ☐ no ☐
6. Major damage to the property from fire, wind, floods, or landslides? ..... unknown ☐ yes ☐ no ☐
7. Any underground storage tanks? ..... unknown ☐ yes ☐ no ☐
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? ..... unknown ☐ yes ☐ no ☐
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? ..... unknown ☐ yes ☐ no ☐
10. Any outstanding municipal assessments or fees? ..... unknown ☐ yes ☐ no ☐
11. Any pending litigation that could affect the property or the Seller's right to convey the property? ..... unknown ☐ yes ☐ no ☐

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

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
The Seller has owned the property since _____ (date).

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

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

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

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.7; TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

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

Seller _____ Date 3/3/23
Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer Madalina Hoffert dotloop verified 03/08/23 9:01 PM EST QL3E-WDSA-XBKN-49RQ Date _____ Time _____
Buyer _____ Date _____ Time _____

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

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RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Property Address 213 Damon Street, Jackson, MI 49203

The disclosure requirements listed below are imposed on sellers of residential housing built **prior to 1978.**

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. *A Lead-Based Paint Seller's Disclosure Form* for providing such information is available from your REALTOR. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.

   a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:

      i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
      ii. The location of the lead-based paint and/or lead-based paint hazards; and
      iii. The condition of the painted surfaces.

   b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.

   c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)

   d. The disclosure must include the following government-mandated *Lead Warning Statement:*

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

2. Sellers must provide purchasers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home.* Again, a copy of this pamphlet is available from your REALTOR.

3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before purchasers become obligated under the purchase agreement.

The undersigned hereby acknowledge that the REALTOR named below has reviewed the contents of the *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* with me and provided me with a copy.

Seller(s)

Date: 2/3/23

REALTOR

Richard Cook

dotloop verified
02/15/23 8:49 AM EST
O8WN-ON39-JYS6-LEYF

Date:

dotloop signature verification: dtlp.us/1dFt-y2hZ-OYkd

LEAD-BASED PAINT SELLER'S/LANDLORD'S DISCLOSURE FORM

Lead Warning Statement **Property Address:** 213 Damon Street, Jackson, MI 49203

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

I. Seller's/Landlord's Disclosure (initial)

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

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

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

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

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

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

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

Date: _____ (seller/landlord)

Date: _____ (seller/landlord)

II. Agent's Acknowledgment (initial)

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

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

Date: _____ Agent: Richard Cook dotloop verified 02/15/23 8:49 AM EST RYZ1-PFL8-LTJN-9AIC

III. Purchaser's/Tenant's Acknowledgment (initial)

MH 03/08/23 9:01 PM EST dotloop verified

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

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

(c) Purchaser/Tenant has (check one below):

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

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

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

Date: _____ Purchaser(s)/Tenant(s) Madalina Hoffert dotloop verified 03/08/23 9:01 PM EST LGM6-QAP2-USBF-5I1N

-OR- ☐ Seller/Landlord represents and warrants that the listed property was built in 1978 or later, and that, therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)/Landlord(s)		Purchaser(s)/Tenant(s)	
Date: _____	Seller(s)/Landlord(s)	Date: _____	Purchaser(s)/Tenants
Date: _____	Seller(s)/Landlord(s)	Date: _____	Purchaser(s)/Tenants

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

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Howard Hanna Real Estate Services

Notice of Buyers Agency

EQUAL HOUSING OPPORTUNITY

TO THE SELLER AND SELLER'S AGENT:

Please note that my firm and I represent the Buyer identified below as that Buyer's Exclusive Agent with respect to the potential purchase of the property described below.

As the agent for the Buyer, my allegiance extends to the Buyer and not the Seller. Because I will be attempting to act in the best interest of my Buyer, my firm is rejecting your offer of sub agency, if any, and requesting that you not disclose any information to me that you do not want me to convey to my Buyer.

My firm ☑ is accepting ☐ is not accepting the compensation offered to cooperating brokers of 1000

Or _____% of the purchase price of property.

Buyer: Madalina Hoffert

Property: 213 Damon Street

Jackson, MI 49203

Broker:

Howard Hanna
Firm

Kasey white
dotloop verified
03/08/23 8:26 PM EST
E0WI-LV1K-8VVS-JVLS
Agent

ACKNOWLEDGEMENT AND ACCEPTANCE:

I (We) hereby acknowledge the I (We) were presented with this Notice on _____ and prior to entering into negotiations for the sale of the above-mentioned property.

Seller or Seller's Agent

Seller

dotloop signature verification: dtlp.us/SvZ6-wZB5-b0KI

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

(a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.

(b) The performance of the terms of the service provision agreement.

(c) Loyalty to the interest of the client.

(d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.

(e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**

(f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.

(g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

(a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.

(b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.

(c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.

(d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.

(e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

dotloop signature verification: dtlp.us/SvZ6-wZB5-b0KI

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☐ Seller's agent
- ☐ Seller's agent - limited service agreement
- ☑ Buyer's agent
- ☐ Buyer's agent - limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☑ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

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Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Kasey white — dotloop verified 02/23/23 4:51 PM EST 97JF-GSUU-9BBK-XOVM

Licensee Date

Licensee Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned ☐ DOES ☑ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as ☐ SELLER ☐ BUYER.

Madalina Hoffert — dotloop verified 02/23/23 6:27 PM EST BTN7-LRVD-JJDS-NDLB

Potential ☑ Buyer ☐ Seller (check one) Date

Potential ☐ Buyer ☐ Seller (check one) Date

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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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 138 East Robinson Street for $16,000.

Recommendation: Approve the sale of City owned property located at 138 East Robinson Street, to Rafael Golden for $16,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 138 E Robinson St, for $16,000.

SUMMARY

The City of Jackson owns real property located at 138 E Robinson St. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 6th, 2023 an offer of $16,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before April 24th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $5,379.78 Sale price $16,000. Revenue generated $3,417.64. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 138 E Robinson St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 6th, 2023 Richard Cook received an offer to purchase 138 E Robinson St from the Buyer Rafael Golden for the amount of $16,000. Should Council agree to accept the bid amount, the closing is set on or before April 24th,2023

POSITIONS

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

Property Address: **138 East Robinson Street** Date: **03/09/2023**

Seller Name(s):

	Debit	Credit
Sale Price		16000
Brokerage Fee	2000	
Transfer Tax	137.60	
Tax Proration (Approximate)		
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
american title fee	250	
Subtotal	2862.6	16000
Net Credit/Debit	13137.4	
Less Mortgage Balance		
Total Net To Sellers	13137.4	

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

Seller _____ Seller _____

138 E. Robinson St.

PIN# 5-142700000

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

Closing Date	3.31.23
Sales Price	$ 16,000.00
Est. Project Cost *	$ 5,379.78
Net Sale	**$ 10,620.23**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up	N/A	N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2120	Pd 5.2022	$ 750.00	$ 750.00	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
Subtotal	**Contract Amount(s)**			**$ 750.00**	**$ 750.00**	**$ -**

Additional Project Cost					**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct		N/A			$ -	$ -	$ -
Water >							
	Meter Replace	N/A			$ -	$ -	$ -
	Billing #1	N/A			$ -	$ -	$ -
Procurement Card			Hammon Hardward	Entry Lock (estimated)	$ 15.00	$ 15.00	$ -
Contingency					$ 500.00	$ -	$ 500.00
Miscellaneous					$ -	$ -	$ -
City Employee(s) Hrs.			Hrly Rate **	# of Hrs.			
	Brian Taylor	$	74.00	3.00	$ 222.00	$ 222.00	$ -
	Sven Harrison	$	53.98	2.00	$ 107.96	$ 107.96	$ -
	Mark Fish	$	67.75	N/A	$ -	$ -	$ -
	Kim Randell	$	50.05	N/A	$ -	$ -	$ -
	Sindy Foster	$	43.15	0.50	$ 21.58	$ 21.58	$ -
	Shannon Williams	$	56.29	1.00	$ 56.29	$ 56.29	$ -
	Shane LaPorte	$	82.30	1.00	$ 82.30	$ 82.30	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2017) Estimated					$ 707.01	$ 707.01	$ -
Taxes			Summer/Winter	N/A	$ -	$ -	$ -
Special Assessment			N/A	N/A	$ -	$ -	$ -
Open Receivables			Multipole	Verified in Building.net 3.3.23	$ 55.04	$ -	$ 55.04
Open Utility			$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables			$0.00 balance	Verified in Building.net 3.3.23	$ -	$ -	$ -
Net Real Estate Fees				est.	$ 2,862.60	$ -	$ 2,862.60
Subtotal	**Additional Cost**				**$ 4,629.78**	**$ 1,212.14**	**$ 3,417.64**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 5,379.78**	$ 1,962.14	**$ 3,417.64**

ADDENDUM TO: ☐ **PURCHASE AGREEMENT** **ADDENDUM NO.** 1
☐ **LISTING CONTRACT**
☐ **LEASE AND/OR OPTION AGREEMENT** **DATED** 03/09/2023

THIS ADDENDUM IS ATTACHED TO AND MADE A PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDERSIGNED PARTIES DATED 03/06/2023 **COVERING PROPERTY LOCATED IN THE** city **OF** Jackson **COUNTY OF** Jackson County **STATE OF MICHIGAN, COMMONLY KNOWN AS** 138 East Robinson Street, Jackson, MI 49203.

****

IT IS AGREED AND UNDERSTOOD THAT ANY ADDITIONS OR CHANGES SHOWN BELOW SUPERSEDE THE ORIGINAL AGREEMENT/CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Buyer understands that he/she must obtain all building permits necessary for renovations from the city of Jackson. All renovations must be completed prior to occupancy. The home must be brought up to building code.
close by 3-31-23

RESPOND BY _____ **Time:** _____

Witness	**Purchaser**	**Purchaser**	**Date**
Witness	**Seller**	**Seller**	**Date**
Witness	**Acknowledgement**	**Acknowledgement**	**Date**

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PURCHASE AGREEMENT

Property Address 138 East Robinson Street, Jackson, MI 49203

Listing Office: ERA Reardon Realty
Office License #:
Phone: **Fax:**
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 517-474-7424 **Fax:**
Email: cook087@msn.com

☑ Seller's Agent ☐ Dual Agent ☐ Transaction Coord.

Selling Office: Home 1st Real Estate
Office License #:
Phone: **Fax:**
Selling Agent: Rafael Golden
Selling Agent License #
Phone: 313-293-1637 **Fax:**
Email: joinrafael@gmail.com

☐ Seller's Agent ☑ Buyer's Agent ☐ Dual Agent ☐ Transaction Coord.

1. **THIS** offer made at 6:00 AM/PM 03/06/2023 between (Buyer) Rafael Golden specify marital/legal status: . Address and Seller City Of Jackson

2. **FOR** the purchase of the property commonly known as 138 East Robinson Street City Jackson Zip 49203 or described as located in the City of Jackson, County of Jackson County State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** sixteen thousand **Dollars** **$** 16000

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

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

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

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

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

5.a. Buyer agrees to pay $250.00 office fee to Home 1st Real Estate Broker.

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: ☑ NONE
☐ SALE OF ☐ CLOSE OF:
ADDRESS

7. **EARNEST MONEY** Buyer herewith deposits $ 500 in the form of Cashier Check as earnest money to be held by American Title as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

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

9. **CLOSE** of sale shall be on or before 04/24/2023

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing.
☐ Seller will escrow the sum of $0 for final water and sewer bill with ☐ Listing Broker ☐ Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

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

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

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

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on 03/06/2023, the terms of which shall be part of this agreement.
☐ Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

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

Seller's Disclosure:
☐ Buyer acknowledges that a Seller's Disclosure statement dated 03/06/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.
☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

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Property Address 138 East Robinson Street, Jackson, MI 49203

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

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

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

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

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

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

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

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

☐ **Buyer waives water/well/septic inspection.**

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

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

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

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

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

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

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

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

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

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Property Address 138 East Robinson Street, Jackson, MI 49203

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

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

23. **OTHER PROVISIONS:** _____

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

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

26. Buyer gives the Seller until 12:00 AM/PM 03/13/2023, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Rafael Golden dotloop verified 03/06/23 6:05 PM EST AMVX-Q88L-GOTK-SJJV
BUYER

BUYER

Print Buyer's Legal Name

Print Buyer's Legal Name

27. **Seller's Response:** _____ _____ AM/PM

☐ ACCEPT ☐ REJECT ☑ EXCEPT AS FOLLOWS: see addendum 1

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER

SELLER

SELLER MARITAL STATUS

28. **Buyer's Receipt and Acceptance of Changes:** _____ _____ AM/PM

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

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

BUYER

BUYER

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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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the sale of City owned property located at 901 Washington Avenue for $48,000.

Recommendation: Approve the sale of City owned property located at 901 West Washington Ave Street, to Nick Fuller for $48,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21st, 2023

RECOMMENDATION: Approve the sale of City owned property located at 901 W Washington Ave , for $48,000.

SUMMARY

The City of Jackson owns real property located at 901 W Washington Ave. This property was placed on the MLS by Real Estate Agent Rich Cook. On March 10th, 2023 an offer of $48,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before March 31th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees $35,103.33 Sale price $48,000. Revenue generated $5,169.85. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 901 W Washington Ave was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On March 10th, 2023 Richard Cook received an offer to purchase 901 W Washington Ave from the Buyer Nick Fuller for the amount of $48,000. Should Council agree to accept the bid amount, the closing is set on or before March 31th,2023

POSITIONS

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

Property Address: **901 West Washington Avenue** Date: **03/10/2023**

Seller Name(s): **city of Jackson**

	Debit	Credit
Sale Price		48000
Brokerage Fee	2000	
Transfer Tax	412.8	
Tax Proration (Approximate)		
Title Insurance	586	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
American title fee	250	
Subtotal	3298.8	48000
Net Credit/Debit	44701.2	
Less Mortgage Balance		
Total Net To Sellers	44701.2	

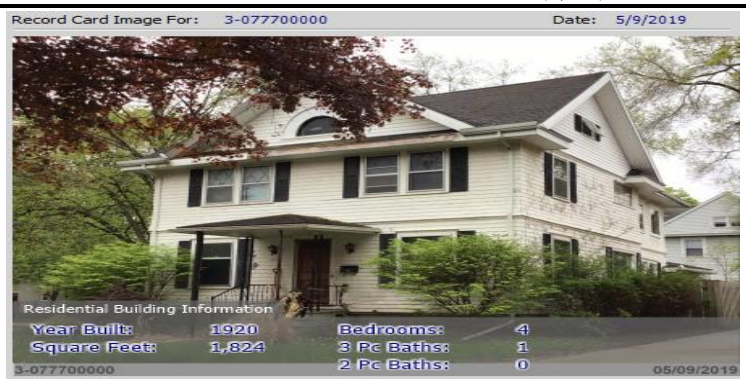
***These figures are estimates only, and subject to change.**

Seller _____ Seller _____

901 W. Washington

PIN# 3-077700000

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



Closing Date	3.31.23
Sales Price	$ 48,000.00
Est. Project Cost *	$ 35,103.33
Net Sale	**$ 12,896.68**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up		N/A	$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2132	Pd 3.2023	$ 3,800.00	$ 3,800.00	$ -
	Remove deck, shed, short fence,junk, trees growing against house, remaining carpet, dr					$ -
Grab-Bar Pro	*Board-Up*	*v#JAX-2023-4807-901*	Pd 3.2023	$ 321.00	$ 321.00	$ -
Jackson Civil	*Eviction*	*Inv#7941270*	Pd 3.2023	$ 4,298.69	$ 4,298.69	$ -
Jackson Civil	*Clean-out*	*Inv#8169603*	Pd 3.2023	$ 3,780.00	$ 3,780.00	$ -
Subtotal	**Contract Amount(s)**			**$ 12,199.69**	**$ 12,199.69**	**$ -**

Additional Project Cost					**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A				$ -	$ -	$ -
Water >							
	Meter Replace	N/A			$ -	$ -	$ -
	Billing #1	N/A			$ -	$ -	$ -
Procurement Card		Hammon Hardware	Entry Lock (pd 6.8.21)		$ 15.00	$ 15.00	$ -
		Hammon Hardware	No Trespassing Signs (pd 6.17.22)		$ 11.32	$ 11.32	$ -
Contingency					$ 500.00	$ 500.00	$ -
Miscellaneous					$ -	$ -	$ -
City Employee(s) Hrs.		Hrly Rate **		# of Hrs.			
	Brian Taylor	$ 74.00		6.00	$ 444.00	$ 444.00	$ -
	Sven Harrison	$ 53.98		5.00	$ 269.90	$ 269.90	$ -
	Mark Fish	$ 67.75		N/A	$ -	$ -	$ -
	Kim Randell	$ 50.05		N/A	$ -	$ -	$ -
	Sindy Foster	$ 43.15		1.00	$ 43.15	$ 43.15	$ -
	Shannon Williams	$ 56.29		1.50	$ 84.44	$ 84.44	$ -
	Shane LaPorte	$ 82.30		2.00	$ 164.60	$ 164.60	$ -
	Matt Haggerty	$ 105.76		1.00	$ 105.76	$ 105.76	$ -
	Mark Porterfield	$ 72.73		9.00	$ 654.57	$ 654.57	$ -
County Tax Foreclosure / Chargeback Cost (Ward 6 - 2022)		N/A - Purchased			$ -	$ -	$ -
Taxes		Taxes	Summer/Winter 2022		$ 3,124.25	$ 3,124.25	$ -
Purchase Price		Notice to Purchase	7/18/2022		$ 12,316.80	$ 12,316.80	$ -
Special Assessment		2019	Verified in Building.net 2.6.23		$ 1,211.76	$ -	$ 1,211.76
Open Receivables		Multiple	Verified in Building.net 2.6.23		$ 100.63	$ -	$ 100.63
Open Utility		$558.66 balance	Verified in Building.net 2.3.22		$ 558.66	$ -	$ 558.66
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 2.3.22		$ -	$ -	$ -
Net Real Estate Fees			Net Sheet		$ 3,298.80	$ -	$ 3,298.80
Subtotal	**Additional Cost**				**$ 22,903.64**	**$ 17,733.79**	**$ 5,169.85**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 35,103.33**	$ 29,933.48	**$ 5,169.85**

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SALES CONTRACT

Listing Office: ERA Reardon Realty
Office License #:
Phone:
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424
Email: cook087@msn.com
☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone:
Selling Agent: Rich Cook
Selling Agent License #:
Phone:
Email:
☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Trans. Coord.

1. **THIS** offer made 03/10/2023 between (Buyer) Nick Fuller specify marital/legal status: _____ Address: 5159 Eldred dr Jackson mi. 49201 and Seller Jonathan greene
2. **FOR** the purchase of the property commonly known as 901 West Washington Avenue City Jackson, Zip 49203 or described as 3-077700000 located in the _____ of _____, County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. ALL buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
3. **PURCHASE PRICE**: see escalation clause Dollars $ 25000
4. **PERSONAL PROPERTY**: The sale price includes items of personal property as follows: _____
5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
   ☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent / Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

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

   ☐ **LAND CONTRACT**: $_____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $_____ or more. Interest at _____% per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms: _____
6. **SELLER CONCESSIONS**: ☑ NO Seller Concessions ☐ Seller Concessions: Seller to pay $_____ or _____% of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.
7. **HOME SALE CONTINGENCY:** This contract is contingent upon ☑ NONE ☐ SALE AND CLOSE OF ☐ CLOSE OF: ADDRESS: _____

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RE: Property Address: 901 West Washington Avenue, Jackson, MI 49203

8. **EARNEST MONEY**: Buyer herewith deposits $1000 in the form of check as earnest money to be held by American Title Co. as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If sale is not closed, the REALTOR® may notify Buyer and Seller in writing, or REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.
9. **FORM** of Conveyance:
    a. Seller shall pay for, convey, and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidence by Owner's Title Insurance Policy with standard exceptions date in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
    b. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make _____ (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."
10. **CLOSE OF SALE:** Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before 03/31/2023.
11. **PRORATIONS**: Rent and association fees, if any, are to be prorated as of the date of closing.
    ☐ Seller will escrow the sum of $_____ for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.
12. **POSSESSION**: Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing ☐ At _____ ☐a.m. ☐p.m. on the _____ day after completion of closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
    Exceptions: _____

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

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RE: Property Address: 901 West Washington Avenue, Jackson, MI 49203

Taxes continued: **Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.**

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

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the Lead-based Paint Seller Disclosure Form completed by the Seller on 03/10/2023, the terms of which shall be part of this contract:

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

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

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure Statement dated 03/10/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

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

16. **HOME WARRANTY**

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

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

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

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

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RE: Property Address: 901 West Washington Avenue, Jackson, MI 49203

18. **WELL AND SEPTIC INSPECTIONS** – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:
☑ **Connected to community water** ☑ **Connected to community sewer**
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.
☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector
☐ **Buyer waives water/well/septic inspection.**
If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.
19. **WOOD DESTROYING INSECT INSPECTION**: ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection** – shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.
20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT**:
☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with no boundary lines established.
☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense, a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)
☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.
☑ Buyer waives stake survey, mortgage report, and property improvement report.
21. **CONDITION OF PROPERTY**: BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS-IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION**: Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.
22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.
23. **ARBITRATION**: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgement of any circuit court shall be rendered on the award of determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This contract is enforceable only as to parties and

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RE: Property Address: 901 West Washington Avenue, Jackson, MI 49203

arbitration continued: brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer _____ _____ Seller _____ _____

24. **TRANSACTION FEE**: Buyer agrees to pay ERA Reardon Realty at Closing of Sale a transaction fee of $350.00.
25. **OTHER PROVISIONS:** Offer contains an escalation clause of 1000$ over next highest offer up to 50,000.00$. Sold via quit claim deed. Buyer understands that he/she must obtain all building permits necessary for renovations from the city of Jackson. All renovations must be completed prior to occupancy. The home must be brought up to building code.
26. **MISCELLANEOUS**: The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported to statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address as been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. Buyer gives the Seller until _____ ☐ a.m. ☐p.m. on 03/24/2023 for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

Nick Fuller dotloop verified 03/10/23 12:14 PM EST RLVA-CBVJ-YXHL-ZZWS
BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

Nick Fuller
Print Buyer's Legal Name

Print Buyer's Legal Name

29. Seller's Response:
☐ ACCEPT ☐ REJECT ☐ EXCEPT AS FOLLOWS: Price to be 48,000$

And Seller gives the Buyer until _____ ☐ a.m. ☐p.m. on _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER SIGNATURE

SELLER MARITAL STATUS

30. Buyer's Receipt and Acceptance of Changes: Date: _____ _____ ☐ a.m. ☐p.m.
Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

Nick Fuller dotloop verified 03/10/23 12:14 PM EST PB7C-FVIO-WOXN-YPRQ
BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

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: Jonathan Greene, City Manager

DATE: March 21st, 2023

SUBJECT: Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson.

Recommendation: Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

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Attachments: Purchase agreement and Department Summary

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: **Council Meeting- March 21th, 2023**

RECOMMENDATION: Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

SUMMARY

Green Development Ventures LLC (Allen Edwin Home Builders) is requesting exclusive rights to purchase 136 City owned lots for the development of new single family rental homes throughout the City. GDV LLC agrees to pay $1000.00 per lot

BUDGETARY CONSIDERATIONS

Potential to sell 136 vacant city lots for $1,000.= $136,000 . The cost for Deed and Title work and improvements will be taken from the sale price

HISTORY, BACKGROUND and DISCUSSION

Staff began advertising buildable lots for sale. Additionally staff began contacting home builder to educate them about the need for housing in Jackson and opportunities available. GDV LLC began serious conversation several months ago about the company's desire to invest in the Jackson Community by building single family housing. GDV LLC identified 136 City owned vacant parcels as potential building sites. Most of the parcels are located within a designated Opportunity Zone. GDV LLC agrees to pay $1,000 for the exclusive rights to by 136 City Lots identified in "Exhibit A" of the Purchase Agreement. Purchaser and Seller agree that Lots may be added, removed, or exchanged for other lots upon mutual consent of both parties. GDV LLC will retain a 5 year right of purchase for the lots identified. In the event a purchase offer is made to the City for any of the unsold Lots identified in Exhibit A from a person/entity other than Purchaser, then Purchaser shall have the right to exercise their option to purchase that Lot for one thousand dollars ($1,000). Such option must be exercised within sixty (60) days of Purchaser's written receipt of the purchase offer. In the event the ROFR is exercised, Purchaser shall, within eighteen (18) months of the closing on the Lot, begin construction of a single-family home on the Lot purchased. If the right of first refusal is not so exercised, in writing, the Lot(s) may be sold to the other buyer.

POSITIONS

Staff recommends approval of the Purchase Agreement between Green Development Ventures LLC and the City of Jackson.

ATTACHMENTS: Purchase Agreement. Council Memo

JG

LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this "Agreement") is made on _____, 2023, by and between GREEN DEVELOPMENT VENTURES, LLC, a Michigan limited liability company of 2186 E. Centre Ave., Portage, MI 49002 ("Purchaser") and CITY OF JACKSON, a Michigan home rule city, of 161 W. Michigan Avenue, Jackson, MI 49201 ("Seller" or the "City") as follows:

BACKGROUND

Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to one hundred thirty-six (136) Lots located in the City of Jackson, Jackson County, Michigan, (the "Lots"), as described on the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Lots. Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to one hundred thirty-six (136) Lots located in the City of Jackson, Jackson County, Michigan, as described on Exhibit A (the "Lots"). Purchaser and Seller agree that Lots may be added, removed, or exchanged for other lots upon mutual consent of both parties.

2. Purchase Price. The Purchase Price for each Lot shall be one thousand dollars ($1,000.00).

The Purchase Price shall be delivered at each Closing in immediately available funds subject to the terms and conditions stated in this Agreement and consistent with the schedule in Section 5 of this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The "Investigation Period" shall expire one hundred eighty (180) days following the date this Lot Purchase Agreement has been executed by both parties (the "Effective date"). During the Investigation Period, Purchaser shall have the right to have the Lots inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Lots for purposes of having such investigations performed and the right to discuss the Lots and the conditions related thereto with governmental authorities. Purchaser may choose to have Contractors perform site

investigation work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of each Closing shall be pro-rated as of the date of each Closing on a calendar basis based upon the amount of such taxes if known at the time of each Closing.

5. Closing Deadline; Purchase Schedule. The Purchase Price shall be paid, and the individual Closings shall occur, as follows:

A. Purchaser shall, subject to paragraph 5(B), retain an exclusive right to purchase the Lots in two (2) separate phases over the period outlined in this Section 5. The parties agree to schedule a Closing on Lot Nos. 1-6 (the "Initial Partial Purchase"), to occur within ten (10) days of the latter of: (a) expiration of the Investigation Period, or any extensions thereof; and (b) the City's full and final approval of a tax-exemption for the Lots in accordance with an Ordinance adopted under SB 432, codified at MCL 125.1415a, on terms acceptable to Purchaser.

B. During the five-year period following the closing of the Initial Partial Purchase, Purchaser shall retain the right to purchase the remaining Lots (the "Option Purchase Period") under a right of first refusal ("ROFR"). In the event a purchase offer is made to the City for any of the unsold Lots identified in Exhibit A from a person/entity other than Purchaser, then Purchaser shall have the right to exercise their option to purchase that Lot for one thousand dollars ($1,000). Such option must be exercised within sixty (60) days of Purchaser's written receipt of the purchase offer. In the event the ROFR is exercised, Purchaser shall, within eighteen (18) months of the closing on the Lot, begin construction of a single-family home on the Lot purchased. If the right of first refusal is not so exercised, in writing, the Lot(s) may be sold to the other buyer.

C. Option Purchase Periods. During the Option Purchase Period, Purchaser shall have access to the Lots and investigation rights consistent with Section 3 hereof to evaluate the Optioned Lots for suitability. There may be multiple purchases and closings within the Option Purchase Period. Purchases shall be measured cumulatively.

6. Seller's Closing Deliveries. At each Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Warranty Deed conveying to Purchaser title to the Lots, executed and acknowledged by Seller in recordable form;

B. An ALTA fee owner's policy of title insurance or equivalent coverage from American Title Company of Jackson, MI (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Lots without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien prorated property taxes not yet due and payable, (2) utility easements serving the Lots, (3) other matters described in Section

9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (5) such other matters that are not objected to by Purchaser.

C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At each Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Closing Costs and Prorations. Seller shall pay or reimburse Purchaser for (i) all transfer and/or conveyance taxes, if any, assessed in connection with each Closing, (ii) the premium for the Title Policy, (iii) one half (1/2) of any closing fee charged by the title company in connection with this transaction, and (iv) any special assessments that currently exist against the Lots. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Lots shall also be prorated based on the date of Closing.

9. Title. Purchaser may order a commitment for an owner's policy of title insurance from American Title Company of Jackson, MI (the "Title Policy"). After Purchaser has received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. Seller shall have ten (10) days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser notifies Seller of the existence of defects rendering title unmarketable and should Seller fail to effect cure of such defects by each Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate this Agreement.

10. Survey. Purchaser may order at its expense, a new ALTA survey (the "Survey") of the Lots, showing the legal description of the Lots, any boundary encroachments that may impact the Lots, all easements affecting the Lots and such other matters desired by Purchaser.

11. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Lots as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

12. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Lots in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Lots and has not entered into any contract to sell the Lots as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Seller has not received any notice of, and has no knowledge of, existing violations on the Lots or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At each Closing, there will be no parties in possession of the Lots or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Lots.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Lots, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Warranty Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Lots have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller’s knowledge, threatened against or involving Seller or the Lots, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser’s title to or use of the Lots, either before or after each Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Lots (other than those not currently due and payable) shall be properly paid on or before each Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Lots.

I. Seller is not a “foreign person” as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Lots and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the “Environmental Laws”).

K. With the exception of the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence,

agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Lots of which Seller is aware or that are in Seller's possession or control.

13. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive each Closing, that as of the date hereof, and on the date of each Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Indemnification. Only to the extent authorized under Michigan law, Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Lots, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to

close is caused by its inability to clear a title exception, and in such event Purchasers' damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

16. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

17. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

18. Confidentiality. Subject to the requirements of the Open Meetings and Freedom of Information Acts, the parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities necessary for consummation of this Agreement and for Purchaser's purposes as provided above.

19. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Lots and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller:	CITY OF JACKSON ATTN: Jonathan Greene, City Manager 161 W. Michigan Avenue Jackson, MI 49201 E-mail: jgreene@cityofjackson.org
With a copy to:	Matthew Hagerty, City Attorney 161 W. Michigan Avenue Jackson, Michigan 49201 mhagerty@cityofjackson.org
To Purchaser:	GREEN DEVELOPMENT VENTURES, LLC ATTN: Thomas M. Larabel 795 Clyde Ct., SW Byron Center, Michigan 49315 tlarabel@allenedwin.com
With a copy to:	Eric J. Guerin 2186 E. Centre Ave. Portage, Michigan 49002 eguerin@allenedwin.com

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Purchaser is unrepresented and waives any buyer-side commission.

G. Seller shall extend the public water line to the foundation of the home and sewer laterals to the edge of the public right-of-way for the Lots purchased by Purchaser under this Agreement and shall waive any connection fees for water and sewer service.

H. Seller shall provide sidewalk repairs and/or replacement, as determined by the City's Chief Building Official and/or Director of Public Works and curb cuts and gutter pan (excluding the apron/approach) for the Lots at no cost to Purchaser.

I. This Agreement is expressly subject to the approval of the Jackson City Council at a regularly scheduled public meeting.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
CITY OF JACKSON

_____

By: Jonathan Greene
Its: City Manager

PURCHASER:
GREEN DEVELOPMENT VENTURES, LLC

By:_____
Thomas Larabel
Its: Vice President

EXHIBIT A

City of Jackson, Jackson County, Michigan

The parties will agree to a precise legal description of the Land prior to closing.

Lot #	PARCEL_NO	ADDRESS	Opportunity Zone	PURCHASE_PERIOD
1 thru 6	8-128100000	OF WEST SECTION PARCELED 6 LTS	No	Initial
7	4-0687.3000	WILLIAMS ST	Yes	Second
8	7-031700000	411 HOMEWILD AVE	Yes	Second
9	4-087800000	941 WILLIAMS ST	Yes	Second
10	4-050900000	203 W BIDDLE ST	Yes	Second
11	4-092200000	1037 WILLIAMS ST	Yes	Second
12	4-0509.2000	201 W BIDDLE ST	Yes	Second
13	7-031800000	409 HOMEWILD AVE	Yes	Second
14	7-030800000	315 N MARTIN LUTHER KING JR DR	Yes	Second
15	7-025500000	N PARK AVE	No	Second
16	4-091000000	1023 WILLIAMS ST	Yes	Second
17	7-025400000	514 HOMEWILD AVE	No	Second
18	4-090600000	1019 WILLIAMS ST	Yes	Second
19	4-091900000	1033 WILLIAMS ST	Yes	Second
20	4-091400000	1027 WILLIAMS ST	Yes	Second
21	4-086500000	919 WILLIAMS ST	Yes	Second
22	4-047400000	223 W BIDDLE ST	Yes	Second
23	4-070500000	132 W MORRELL ST	Yes	Second
24	4-048400000	813 S BLACKSTONE ST	Yes	Second
25	4-047500000	804 GREENWOOD AVE	Yes	Second
26	4-086300000	915 WILLIAMS ST	Yes	Second

27	4-090500000	1017 WILLIAMS ST	Yes	Second
28	6-125300000	1807 &1809 PRINGLE AVE	Yes	Second
29	7-025700000	408 N PARK AVE	No	Second
30	4-064100000	911 S JACKSON ST	Yes	Second
31	4-064000000	909 S JACKSON ST	Yes	Second
32	6-057200000	409 PAGE AVE	Yes	Second
33	4-064300000	915 S JACKSON ST	Yes	Second
34	4-064400000	917 S JACKSON ST	Yes	Second
35	7-030200000	310 N COLUMBUS ST	Yes	Second
36	4-0720.1000	801 S JACKSON ST	Yes	Second
37	4-067200000	1041 S JACKSON ST	Yes	Second
38	7-026200000	504 HOMEWILD AVE	No	Second
39	7-031900000	407 HOMEWILD AVE	Yes	Second
40	4-097900000	1109 S. JACKSON ST	Yes	Second
41	7-026100000	510 HOMEWILD AVE	No	Second
42	7-025800000	410 N PARK AVE	No	Second
43	6-108700000	1801 DEYO ST	Yes	Second
44	7-030100000	308 N COLUMBUS ST	Yes	Second
45	4-086900000	925 WILLIAMS ST	Yes	Second
46	7-026000000	508 HOMEWILD AVE	No	Second
47	4-106400000	238 W HIGH ST	Yes	Second
48	4-095800000	1201 WILLIAMS ST	Yes	Second
49	4-090100000	1011 WILLIAMS ST	Yes	Second
50	4-097000000	1227 WILLIAMS ST	Yes	Second
51	4-090300000	1013 WILLIAMS ST	Yes	Second

52	4-101900000	1203 WOODBRIDGE ST	Yes	Second
53	7-090100000	501 N EAST AVE	No	Second
54	4-066500000	1027 S JACKSON ST	Yes	Second
55	6-043200000	1409 TENEYCK ST	Yes	Second
56	4-086700000	923 WILLIAMS ST	Yes	Second
57	7-022600000	811 BURR ST	No	Second
58	6-044600000	1503 TENEYCK	Yes	Second
59	7-024100000	409 N PARK AVE	No	Second
60	4-082100000	1100 CHITTOCK AVE	Yes	Second
61	6-032700000	321 JOHNSON ST	Yes	Second
62	4-091800000	1030 MAPLE AVE	Yes	Second
63	4-132800000	300 W HIGH ST	Yes	Second
64	6-045800000	1409 CHAPIN ST	Yes	Second
65	6-048000000	1508 DEYO ST	Yes	Second
66	6-047600000	1504 DEYO ST	Yes	Second
67	6-051200000	1511 DEYO ST	Yes	Second
68	4-047700000	806 GREENWOOD AVE	Yes	Second
69	4-078800000	103 W MORRELL ST	Yes	Second
70	4-066900000	1035 S JACKSON ST	Yes	Second
71	4-067000000	1037 S JACKSON ST	Yes	Second
72	6-051800000	405 S ELM AVE	Yes	Second
73	4-098200000	1119 S JACKSON ST	Yes	Second
74	6-063600000	1307 PRINGLE AVE	Yes	Second
75	7-024500000	610 HOMEWILD AVE	No	Second
76	6-041000000	1300 DEYO ST	Yes	Second
77	4-094400000	1233 MAPLE AVE	Yes	Second
78	6-032500000	313 JOHNSON ST	Yes	Second
79	6-065800000	204 S ELM AVE	Yes	Second
80	4-112900000	1114 S JACKSON ST	Yes	Second
81	6-040600000	1206 DEYO ST	Yes	Second
82	4-060200000	818 S MECHANIC ST	Yes	Second

83	4-099800000	1228 WILLIAMS ST	Yes	Second
84	4-063200000	908 S JACKSON ST	Yes	Second
85	4-069200000	942 WILLIAMS ST	Yes	Second
86	4-068000000	1034 WILLIAMS ST	Yes	Second
87	6-063100000	1423 PRINGLE AVE	Yes	Second
88	4-100100000	1222 WILLIAMS ST	Yes	Second
89	6-127600000	1810 PRINGLE AVE	Yes	Second
90	6-124200000	1712 PRINGLE ST	Yes	Second
91	4-068700000	1016 WILLIAMS ST	Yes	Second
92	4-097300000	1228 MAPLE AVE	Yes	Second
93	4-083100000	1206 CHITTOCK AVE	Yes	Second
94	4-082700000	1114 CHITTOCK AVE	Yes	Second
95	6-062900000	1417 PRINGLE AVE	Yes	Second
96	4-095900000	1200 MAPLE AVE	Yes	Second
97	4-087000000	926 MAPLE AVE	Yes	Second
98	4-089800000	1002 MAPLE AVE	Yes	Second
99	6-050400000	1502 PLYMOUTH ST	Yes	Second
100	6-065900000	206 S ELM AVE	Yes	Second
101	6-131600000	928 S GORHAM ST	Yes	Second
102	6-063900000	519 PAGE AVE	Yes	Second
103	4-064700000	925 S JACKSON ST	Yes	Second
104	6-0653.10000	1505 TENEYCK ST	Yes	Second
105	4-0651.1000	935 S JACKSON ST	Yes	Second
106	6-151200000	925 RUSSELL ST	Yes	Second
107	4-066300000	1017 S JACKSON ST	Yes	Second
108	4-080500000	1010 CHITTOCK AVE	Yes	Second
109	7-031500000	360 COOPER ST	Yes	Second
110	4-080300000	1002 CHITTOCK AVE	Yes	Second

111	4-101400000	1100 WILLIAMS ST	Yes	Second
112	4-100700000	1202 WILLIAMS ST	Yes	Second
113	4-100600000	1204 WILLIAMS ST	Yes	Second
114	6-109700000	1819 DEYO ST	Yes	Second
115	4-068600000	1020 WILLIAMS ST	Yes	Second
116	4-067900000	1038 WILLIAMS ST	Yes	Second
117	4-090700000	1016 MAPLE AVE	Yes	Second
118	6-141200000	900 PAGE AVE	Yes	Second
119	7-022400000	810 HOMEWILD AVE	No	Second
120	4-088800000	1027 MAPLE AVE	Yes	Second
121	4-084600000	911 MAPLE AVE	Yes	Second
122	4-084700000	915 MAPLE AVE	Yes	Second
123	4-093900000	1223 MAPLE AVE	Yes	Second
124	4-088500000	1021 MAPLE AVE	Yes	Second
125	4-062300000	938 S JACKSON ST	Yes	Second
126	4-062100000	942 S JACKSON ST	Yes	Second
127	4-061500000	1022 S JACKSON ST	Yes	Second
128	6-150600000	949 RUSSELL	Yes	Second
129	6-035700000	1137 PLYMOUTH ST	Yes	Second
130	7-0263.1000	507 BURR ST	No	Second
131	6-0304.1000	1117 PLYMOUTH ST	Yes	Second
132	6-145800000	1000 PAGE AVE	Yes	Second
133	4-093300000	1203 MAPLE AVE	Yes	Second
134	4-061600000	1012 S JACKSON ST	Yes	Second
135	4-087200000	930 MAPLE AVE	Yes	Second
136	4-047800000	810 GREENWOOD AVE	Yes	Second

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: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: Approve a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds, in the amount of $3.31 million, for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department.

Recommendation:

Approve a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds, in the amount of $3.31 million, for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds, in the amount of $3.31 million, for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: March 21, 2023

RECOMMENDATION: Approve a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds, in the amount of $3.31 million, for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department.

SUMMARY

Approve a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds, in the amount of $3.31 million, for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department.

BUDGETARY CONSIDERATIONS

$3.31 million from City of Jackson American Rescue Plan Act (ARPA) funds

HISTORY AND BACKGROUND

On November 9, 2021, the Jackson City Council officially formed the Affordable Housing Development Board (AHDB). Comprised of seven members, the intent of the board is to promote the health, safety, and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council, to propose remedies on the implementation of housing goals, objectives, and policies. Per ordinance Per Article IX, Section 14-702, the AHDB shall oversee and administer the city's affordable housing fund, to provide for the preservation and development of affordable housing, and to make recommendations to the city manager and city council on programs, policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson.

The City of Jackson contracted with Guidehouse, for assistance with expenditure of its American Rescue Plan Act (ARPA) funds). Guidehouse was tasked with conducting a City-wide comprehensive housing assessment, and a draft of their "Housing Strategy and Policy Framework" was presented to the AHDB for review in November 2022. This comprehensive, data-drive analysis of Jackson's current and future housing needs outlined numerous housing objectives, with an implementation target of ten years, including: the construction of 1,500 new units; the preservation of 3,000 existing units; a first-time homebuyer program; and a public land strategy. The Guidhouse report is attached.

The City of Jackson utilized federal Troubled Assets Relief Program (TARP) funds, combined with other program dollars, for a large-scale demolition program. Demolitions continue to date, utilizing Community Development Block Grant (CDBG) funds and other dollars, in an effort to remove blight in the City and create clean, buildable lots for the rebuilding of neighborhoods City-wide. The City currently owns roughly six-hundred buildable, residential lots.

DISCUSSION OF THE ISSUE

The Jackson Affordable Housing Development Board (AHDB) was originally charged with recommending (to City Council) the allocation of $3.5 million in American Rescue Plan Act (ARPA) funds. To date, roughly $190,000 has been spent from this allocation, for Guidehouse contractual services and administration costs. The remaining $3.31 million in funds is the focus of this recommendation. City staff have been working with community partners, developers/builders, and financial institutions, in an effort to provide relevant data and support to the AHDB as they consider possible housing strategies. The AHDB has reviewed and discussed the findings from the Guidehouse "Housing Policy and Strategy Framework," and has reviewed multiple presentations from City staff regarding possible housing assistance programs based on this report.

At their meeting on March 7, 2023, the AHDB voted unanimously to recommend to City Council a multi-layered affordable housing support plan. This plan would: provide assistance to multiple groups with varied programs; would make a significant difference for Jackson residents now, and in the future; meet the recommendations of the Guidehouse "Housing Strategy and Policy Framework;" and would support owner-occupied, non-owner occupied, and new construction projects. This plan ("Housing Investment Proposal") is attached, and details include:

Expansion of the current City of Jackson Homeowner Rehabilitation Assistance Program

- To include both owner-occupied AND non owner-occupied homes
- Keeping in place all other current program guidelines
- ***Total allocation: $500,000***

New Home Construction Program

- Pre-approved elevations including basement, shed, and quality construction
- Negotiated construction price to keep home affordable
- Income qualifications, and required affordability period
- $25,000 support per homebuyer allows for the construction of up to 100 new homes
- Layered supports from other sources to promote greater homeowner affordability
- ***Total allocation: $2,500,000***

Administration Expenses

- Program administration by City staff and/or outside agencies
- ***Total allocation: $310,000***

POSITIONS

Requested action is for City Council to approve a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds, in the amount of $3.31 million, for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department.

ATTACHMENTS

- Housing Strategy and Policy Framework (Guidehouse)
- Housing Investment Proposal (presented to the AHDB on March 7, 2023)

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Housing Strategy & Policy Framework

DRAFT NOVEMBER 2022

1 EXECUTIVE SUMMARY

The City of Jackson, Michigan, and its recently established Affordable Housing Development Board (AHDB), are seeking to understand how best to align the use of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) authorized by the federal American Rescue Plan Act (ARPA) with programs and priorities created by the AHDB. The AHDB's mission is to promote safe, healthy and affordable housing as described in Ordinance No. 2021-14. This Housing Strategy and Policy Framework (Strategy) analyzes the local environment and national housing practices to identify housing needs and challenges specific to the City of Jackson, along with proposed solutions to meet these needs. Jackson has faced similar challenges to many industrial cities in the mid-20th century due to restructuring in heavy industry, and the resulting loss of jobs and population. Compounding these legacy challenges, communities around the country are facing difficult housing markets characterized by low supply, housing in need of repair, residents experiencing economic needs, stretched public resources, rising interest rates, and a high cost of construction. Jackson has several housing-related efforts underway, including the recently awarded Choice Neighborhoods Planning Grant—one of only eight such grants awarded nationwide in 2021. This Strategy includes a housing needs assessment, recommendations for targeted solutions and programmatic focus areas with the goal of preserving and creating 4,500 units of housing over the next 10 years. Its purpose is to provide tangible and measurable goals, as well as specific program approaches, to help catalyze internal and external stakeholders around a shared objective.

A review of data, existing plans, and local engagement established several trends and programmatic focus areas. Currently, Jackson has a high housing vacancy rate, a high frequency of housing security and housing conditions concerns for low- and very low-income households and few housing construction starts. Data shows that 32% are cost burdened[1], meaning that households pay more than 30% of their income towards housing costs—an accepted measure of housing affordability. The forecasted analysis of the next 10 years indicates that the Jackson's population will remain relatively stable, but with growth in the average household size, an increase families with children (7%), and an increase in the population of older adults (35%). These forecasted trends provide specific areas to address through housing programs and initiatives

This Strategy recommends the preservation or construction of 4,500 units over the next 10 years in the City of Jackson, which includes construction of 1,500 new units and rehabilitation to preserve 3,000 units.

Over the Next 10 Years

The Targets, Along with the Specific Proposed Solutions, Are Based on Seven Programmatic Focus Areas

1. **Rehabilitation to Improve Housing Quality and Meet Household Preferences**
2. **Affordable Homeownership**
3. **Supportive Housing for a Growing Senior Population and People with Disabilities**
4. **Tenant Support**
5. **Rental Demand**
6. **Preservation of Small Multi-Family Properties**
7. **Position for Growth**
8. **Partnerships**

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The four priority, short-term solutions identified to meet the key challenges facing Jackson are a **first-time homebuyer program, shallow rent assistance, a public land strategy, and an adaptive modification program.** These four programs can be implemented alongside key partners in one to two years, are eligible uses for SLFRF, and will address key areas of focus – homeownership, supportive housing, tenant supports, and maximizing the impact of the City's assets.

Creating of the AHDB was an important action to ensure a strategic focus on the City's housing needs. Jackson has existing housing activities underway that are led by the AHDB. The timing of the AHDB and this Strategy are important to ensure coordination and effective use of the ARPA SLFRF, as well as other funds available for housing and community investment through other pieces of recent federal legislation—the Bipartisan Infrastructure Law (BIL), and the Inflation Reduction Act (IRA). In addition, the State of Michigan recently produced a Statewide Housing Plan. The timing is right for Jackson to position itself to execute a set of data-informed housing solutions targeted toward the most meaningful areas of need , focused on ensuring a bright, housing secure future for the City and its citizens.

SHORT-TERM SOLUTIONS

First Time Homebuyer Program

Shallow Rent Assistance

A Public Land Strategy

Adaptive Modification Program

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2 OVERVIEW

2.1 Background

This Housing Strategy and Framework (Strategy) provides local analysis and solutions to the Jackson Affordable Housing Development Board (AHDB) to support the use of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) authorized by the American Rescue Plan Act (ARPA), and to serve as a platform to garner additional resources and stakeholders toward the preservation and development of housing solutions in the City of Jackson. Jackson created the AHDB to "promote safe, healthy, affordable housing," and its Affordable Housing Fund (Fund) received $3.5 million in SLFRF to meet this objective[2]. Jackson has several housing-related efforts underway, including the recently awarded $450,000 Choice Neighborhoods Planning Grant. At the same time, the Michigan State Housing Development Authority (MSHDA) recently released its Statewide Housing Plan[3] Across the country, cities are facing challenged housing markets, high-need populations, and are evaluating potential solutions and funding options to address their housing issues. This Housing Strategy provides an analysis of the specific housing needs, solutions that can address those needs, and a roadmap to seek appropriate funding and align stakeholders to lead efforts toward more accessible housing solutions for the current and future residents of Jackson.

The background sections below describe the legislative underpinnings for this Strategy, ways that SLFRF can fund affordable housing, and the release of the Michigan State Housing Plan (Statewide Plan). In cities around the country, the nonprofit, private, and philanthropic sectors are taking action to partner with the public sector to develop locally oriented housing solutions that can leverage and catalyze available federal funds. In cities like Jackson, the government cannot be the sole entity responsible for addressing housing challenges due to capacity and limited resources. In many cases, successful solutions rely on non-governmental partners, philanthropy and business leaders playing a leading role in spearheading, financing, and operating successful housing programs and approaches in coordination with government. These non-governmental stakeholders can play key roles through public-private partnerships and other creative structures in funding, guiding, and implementing critical programs. On the federal side, in addition to SLFRF there will be opportunities to support certain housing-related activities through other recent federal legislation—the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA). Section 3 of this Strategy includes information about current community resources in place for housing. These are key organizations already providing services through a variety of programs and services. This Strategy will explore the current landscape of housing programs and services, and recommend approaches to fill current-state gaps.

2.1.1 AFFORDABLE HOUSING DEVELOPMENT BOARD

On November 23, 2021, the Jackson City Council passed Ordinance No. 2021-14, to support affordable housing development by creating the Fund and the AHDB and outlined the responsibilities and obligations of the parties involved. The purpose of the AHDB as stated in Ordinance No 2021-14 is to: "oversee and administer the City's Affordable Housing Fund, to provide for the preservation and development of affordable housing, and to make recommendations to the City Manager and City Council on programs, policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson". The Fund, intended to incentivize affordable housing that serves low- and moderate-income residents. The Fund currently consists of $3.5 million in SLFRF resources from the U.S. Department of Treasury (Treasury). The ARPA requires that SLRF funds be obligated by December 31, 2024, and expended by December 31, 2026. Treasury provided guidance around the use of SLFRF funds generally and specifically for affordable housing. More information regarding Treasury guidance, and the policy options and program requirements of SLFRF can be found in section 2.1.2.

The AHDB is made up of five Jackson residents who are nominated by the Mayor, approved by City Council, and serve for five-year terms. Generally, the AHDB meets on a monthly basis. The AHDB has requested data to help ensure that funds are being spent in ways that match Jackson's housing needs in order to make

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recommendations to City Council around the expenditure of the SLFRF funds, and potentially around other funds and housing programs and approaches beyond the ARPA dollars. The recommendations also can empower various community or external stakeholders to support the creation of programs to develop and preserve accessible and affordable housing.

Affordable Housing Fund

As stated in Ordinance 2021-14, the purpose of the Fund is to "increase accessibility to safe, dignified, and affordable housing, to prioritize permanent housing that is affordable and sustainable, and to prioritize the preservation of existing affordable units". The Fund will do this through housing projects for those with the greatest economic need (120% of area median income (AMI) for owners, and 60% AMI for renters. Ordinance No. 2021-14 also approved the obligation of an initial $3.5 million in SLFRF toward the Fund. This represents just over 11% of total SLFRF allocated to the City of Jackson under this program. The City may also appropriate additional capital to the Fund and places an expectation on the amount of funding provided by stating: "it is expected that the annual appropriation will not be less than 30% of the net receipts of all publicly owned property (commercial and residential) sales from the previous fiscal year." Any unexpended funds will roll over to the next year to be spent on eligible expenses. With approval from City Council, the City may accept and deposit donations and grants from private or public sources into the Fund, which sets up a vehicle for external stakeholders to participate financially in the development of housing solutions.

As described in the ordinance, affordable housing will be defined as housing for households who have to spend no more than 30% of their annual income towards rent, which is the U.S. Department of Housing and Urban Development (HUD)'s definition of "housing cost burden." The Fund's ordinance enumerates ways that funds may be distributed: providing loans, grants, and forgivable loans for a range of program types including: modifications to accommodate people with disabilities; lead-based paint abatement; emergency home repair assistance; temporary emergency services to prevent homelessness (including mortgage, rent, and utility assistance); emergency and transitional housing; security deposit, utility deposit, down payment, and closing costs assistance; and gap financing and pre-development costs, including land acquisition and environmental remediation.

Additional considerations listed state that all loans and grants may include costs for supportive services where appropriate, including housing navigators, and services to address homelessness. Any recipients must comply with relevant codes surrounding contracting, health and safety, anti-discrimination, environmental impact, and employment. The Fund must be used to support affordable housing by promoting housing opportunities for low- and moderate-income residents, and at least 70% of the Fund is to be used in "areas of persistent poverty."

Any agreement or contract to spend money from the Fund requires a majority vote of the AHDB and is subject to final approval by City Council. The Director of the Department of Neighborhood and Economic Operations will ensure that administrative procedures used to ensure funds are spent as intended are spread widely and published on the City's website.

2.1.2 STATE AND LOCAL FISCAL RECOVERY FUNDS

On March 11, 2021, the ARPA was signed into law and allocated $350 billion to the Coronavirus SLFRF for use by state, tribal, and local governments in response to the Covid-19 pandemic[4]. The funds are subject to the Federal Uniform Guidance (2 CFR Part 200), as well as a new set of federal regulatory guidance specific to this funding source as authorized through Treasury's Final Rule released on January 6, 2022 and published in the Federal Register (31 CFR Part 35) on January 27, 2022. Further, Treasury issued a set of FAQs to clarify the Final Rule and, relating to affordable housing, updated its FAQs and issued a How-to Guide in partnership with HUD. Many jurisdictions are looking to invest in affordable housing, and the White House encouraged the use of SLFRF for affordable housing in its Housing Supply Action Plan. ARPA and supplemental Treasury guidance provide recipients with five primary categories of allowable uses for funds to address the impacts of the pandemic in a variety of ways. Among the enumerated uses for SLFRF funding is to provide housing support to Impacted and Disproportionately Impacted Communities. These are communities that were most vulnerable to the effects of the pandemic due to pre-existing

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disparities in health and economic outcomes, such as residents living within Qualified Census Tracts (QCT), Tribal Areas, and low-income households. Jackson contains 7 QCTs identified by HUD. Projects for the purpose of affordable housing, as described below, may also qualify regardless of geographic location.

SLFRF provides flexibility for each government to meet the needs of individuals who reside in that community through a wide array of housing uses which are explained in detail in Appendix A. State and local governments can use these funds to help meet the affordable housing needs of the community by providing emergency rental assistance, addressing the health and housing needs of the homeless population, and preserving existing affordable housing units among the other uses that are detailed below.

Various forms of housing assistance are identified as eligible uses in the SLFRF Final Rule and subsequent Treasury guidance. Under the program's Final Rule, "development, repair, and operation of affordable housing and services or programs to increase long-term housing security" is an enumerated eligible use to respond to the negative economic impacts of the pandemic on households and communities. Additionally, Treasury published additional guidance that specifically directs recipients seeking to use SLRF for the development of affordable housing. The section below explains this in greater detail.

2.1.2.1 SLFRF Affordable Housing Uses

SLFRF FAQ 2.14 lays out clear and streamlined mechanisms to 1) qualify housing projects, regardless of location within a QCT, using SLRF using existing programs are a more streamlined approach and 2) develop streamlined requirements for the projects. The FAQs also provide a list of federal programs as well as four core requirements, rather than the complete list for each project, that will be followed if a recipient is using an existing program to qualify the project. The establishment of these minimum criteria relieves jurisdictions from having to comply with the entire catalog of program requirements related to each of those federal programs unless the project involves other federal funding sources that require the entire project to comply with these requirements. There are three ways that projects can qualify and be deemed "presumptively eligible" for funding for affordable housing. The first is to meet the eligibility criteria of one of the eight listed federal housing programs. Projects that qualify under this category are required to meet the following four core requirements of the relevant programs: 1) resident income restrictions, 2) affordability period and related covenant requirements for assisted units, 3) tenant protections, and 4) housing quality standards. As stated, this list is more streamlined than the set of program compliance requirements established by traditional federal housing programs. The second way that a project can qualify is by serving households below 65% of AMI for a period of 20 years or greater. Treasury also provides a method to qualify other affordable rental projects that otherwise meet the requirements of the Final Rule, described below in "Additional Eligible Uses".

Eligible uses are described in more detail in Appendix A. Treasury also provides guidance regarding ways to layer housing capital sources and clarifies that jurisdictions may use SLFRF for pre-development work, such as land acquisition and site work that precedes affordable housing development. The guidance also explains how SLFRF can be used for mixed-income projects.

Additional examples of housing uses explicitly called for in the SLFRF Final Rule include:

- Production, rehabilitation, and preservation of affordable rental housing
- Production, rehabilitation, and preservation of affordable homeownership units
- Down payment assistance; and mortgage payment reserve account contribution
- Recovery housing for individuals in recovery from substance use
- Operating expenses for eligible affordable housing

Additional Eligible Uses

Other affordable housing projects and types, beyond those that are eligible for the federal programs listed above, may also be eligible uses of SLFRF as long as they are related to and "are reasonably proportional to" addressing the negative economic impacts of the pandemic. Treasury notes that, for example, a recipient could meet this requirement by funding units up to 80% AMI that do not fall into one of the presumptive eligibility categories above. These

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activities must also meet other requirements laid out in the final rule.

Affordable Housing Loans or Grants

SLFRF may be provided to grantees as loans or grants for affordable housing. The updated guidance released by Treasury on July 27, 2022, increased flexibility to use SLFRF to fully finance long-term affordable housing loans. There are some nuances that recipients must follow related to the maturity date of loans and the obligation deadlines of the rule. In line with the Affordable Housing Guidelines, projects that meet an income threshold and have terms and enforceable affordability of at least 20 years are presumed to be eligible. More information about loans made with SLFRF can be found in Appendix A.

2.1.3 STATE HOUSING PLAN

The MSHDA released, in conjunction with many contributing partners, its first collaborative Statewide Housing Plan[5] this year. The Statewide Plan aims to create housing stability for all residents" through a broad range of strategies. The Statewide Plan outlines the strengths and challenges currently facing the residents of Michigan and then identifies housing targets, goals, and strategies to help meet those targets.

To inform the Statewide Plan, MSHDA conducted surveys, organized interviews and focus groups, reviewed historical trends and existing reports, and collaborated with other state agencies and associations and an advisory panel. The Statewide Plan outlines eight priority areas, which are:

- Equity and Racial Justice
- Preventing and Ending Homelessness
- Older Adult Housing
- Homeownership
- Housing Ecosystem
- Housing Stock
- Rental Housing
- Communication and Education

While Jackson's needs and programs are unique and may be different from those identified in the Statewide Plan, it is still important to use the Statewide Plan as a benchmark to ensure Jackson's work aligns with statewide efforts. The Statewide Plan may also be an indication of priority areas for state housing funding. As is laid out in the Statewide Plan, implementing these plans will take coordination among city, state, and regional governments, as well as local organizations and funders. Collaboration among a broad array of stakeholders will be necessary to help bring both the Statewide Plan and the City of Jackson's Strategy to fruition.

2.2 Methodology and Process Overview

The objective of this Strategy is to assess the affordable housing needs, gaps, and goals in Jackson and then to align policy, practice, and funding with the assessment findings. The process underpinning the development of this report relied on mixed-methods research, a survey of pertinent national models, and an alignment of approaches based on identified need. Jackson's needs may be different from those in other Michigan cities due to a range of local factors. For this reason, the project team aimed to carry out a very local needs assessments at the city-level and design solutions specific to meeting those local needs. In order to accomplish these goals, the project team identified the following framework and methodology:

REVIEW OF EXISTING STUDIES AND DATA

The project team completed a review of available studies, reports, and publicly available data. This information, leveraging information from the stakeholders listed below, was analyzed with a housing lens.

Engagement with Local Stakeholders

In conjunction with the City of Jackson, the project team interviewed over 50 individuals from 26 agencies and organizations. A complete list of participating stakeholders can be found below. Stakeholders included community organizers, city officials, development professionals, investors, housing professionals, landlords, residents, and social service agencies. Themes, strengths, and challenges were identified from interviews and compiled in conjunction with data analysis.

Current State Analysis

Using quantitative analysis, background reports, and stakeholder research, housing trends were identified and described. This phase of the study sought to compile

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data analysis and report review with local stakeholder inputs and understand the current programs, services, funding sources, structures, and organizations involved in providing housing aid in Jackson. By building a thorough understanding of what the current state looks like, the project team can build a framework to develop a future state that effectively addresses the Jackson's housing needs. This section also identifies strengths, challenges, and specific programmatic gaps.

Trend Forecasting

The project team then analyzed current and historical data related to key housing trends for the City of Jackson. To determine market and population growth or decline in the future, this information, along with other time series data, created a forecast of population trends over the next 10 years.

Development of Housing Targets

Using the current and historical trends, future trends, and themes identified in the earlier stages, the project team established target numbers of housing units necessary to respond to demand over the next 10 years, broken out by income bands. These income bands are based on household income as a percentage of AMI. Described below, these units are broken out further by type: preservation of existing units versus new construction and within focus areas and themes identified.

Evaluate National Best Practices

Practices and potential approaches that have been successful in cities with similar characteristics to Jackson were identified and highlighted. The solutions identified aim to match the need established through analysis.

Program Solutions to Address Housing Needs

The complete set of information described here was leveraged to establish two groups of recommendations: short-term and long-term. The first group is a set of key short-term recommendations to address housing gaps, with a focus on programs that may be funded with available federal resources. This list may be considered first by the AHDB and partners. The second group outlines longer-term programs, and approaches that may need more resources than are currently available or that may need planning and development before they can be rolled out. Importantly, in many cases, these programs will require non-governmental stakeholders to take a leadership role and may require private or philanthropic funds. All recommended solutions align with identified gaps and key areas of focus for Jackson.

This Strategy establishes specific local and data-driven review of specific housing needs, analyzes future demographic and property trends to forecast future needs, and recommends a strategic programmatic focus that guides solutions. The information may be used to deploy current funds available and engage stakeholders and advance a comprehensive housing strategy for Jackson.

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3 CURRENT STATE ANALYSIS

3.1 Existing Demographics and Trends

By reviewing existing data and previously published reports, the project team was able to gain an understanding of the current state of housing in Jackson, as well as the needs of the residents.

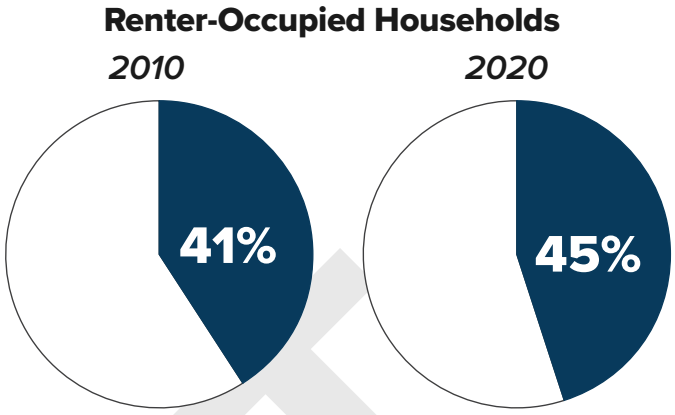
POPULATION

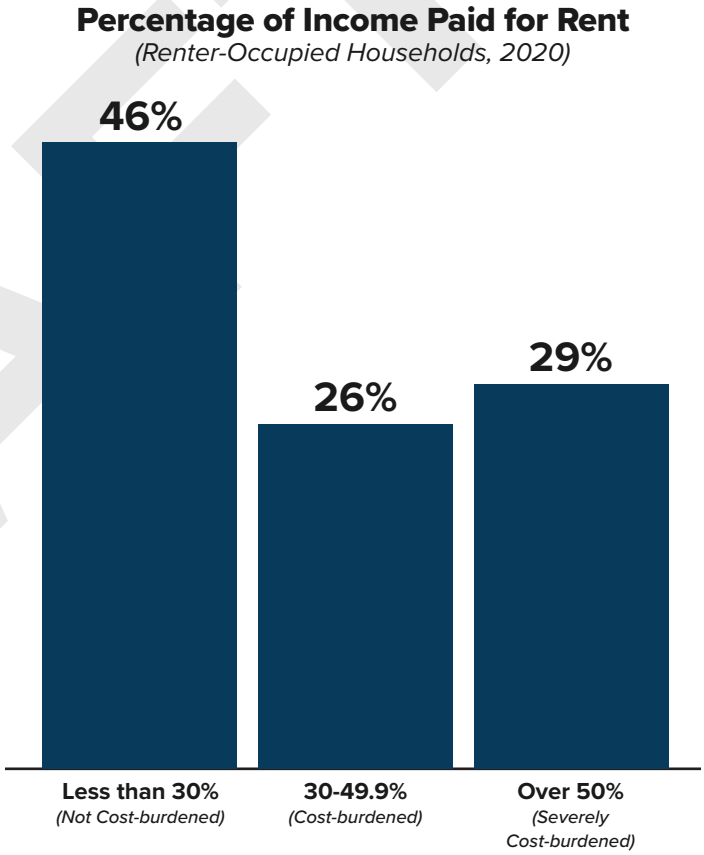
As shown in Chart 1 to the right, the population in the City of Jackson declined by four percent from 2010 to 2020[6]. Between 2012 and2016, the City of Jackson demolished 612 residential structures in an effort to preserve housing values, reduce blight, and keep neighborhoods safe[7].

From 2010 to 2020, there was a shift from owner-occupied households to renter-occupied households—an increase of four percentage points[8]. The largest shift occurred in Ward 3 in the Northeast corner of Jackson, which saw a 15% shift from owner-occupied to rental units[9].

HOUSING COST BURDEN

Housing cost burden is a federally defined metric that demonstrates how many households are paying more than 30% of their income towards rent. Over half of Jackson renters (54%) are struggling to pay their rent[10], especially the lowest income households, as shown by the number of households experiencing housing cost burden in the city. At the lowest income levels, owners also experience a high level of cost burden (74% of extremely low-income owners and 37% of very low-income owners[11]), indicating a need to continue focusing on affordable homeownership.





EXISTING HOUSING STOCK

The current data shows that Jackson has a high housing vacancy rate, an older housing stock, a high frequency of housing-related concerns for low- and very low-income households, and few new housing construction starts. These challenges may be factors in keeping many Jackson residents from finding safe, decent, and affordable housing.

At 9.25%, the Jackson vacancy rate was higher than the State of Michigan's, which was 6.4% in 2020.[12] Given the aging housing stock in Jackson, property condition data, and anecdotal information heard through stakeholder interviews, it is likely that many of these vacant units are not habitable or are in need of significant repairs in order to be considered safe or healthy housing.

Of the 13 new properties that have been built in Jackson over the past two years, four were multi-family residential buildings that account for 234 units, and all of those buildings are located in downtown Jackson with the majority of the rental

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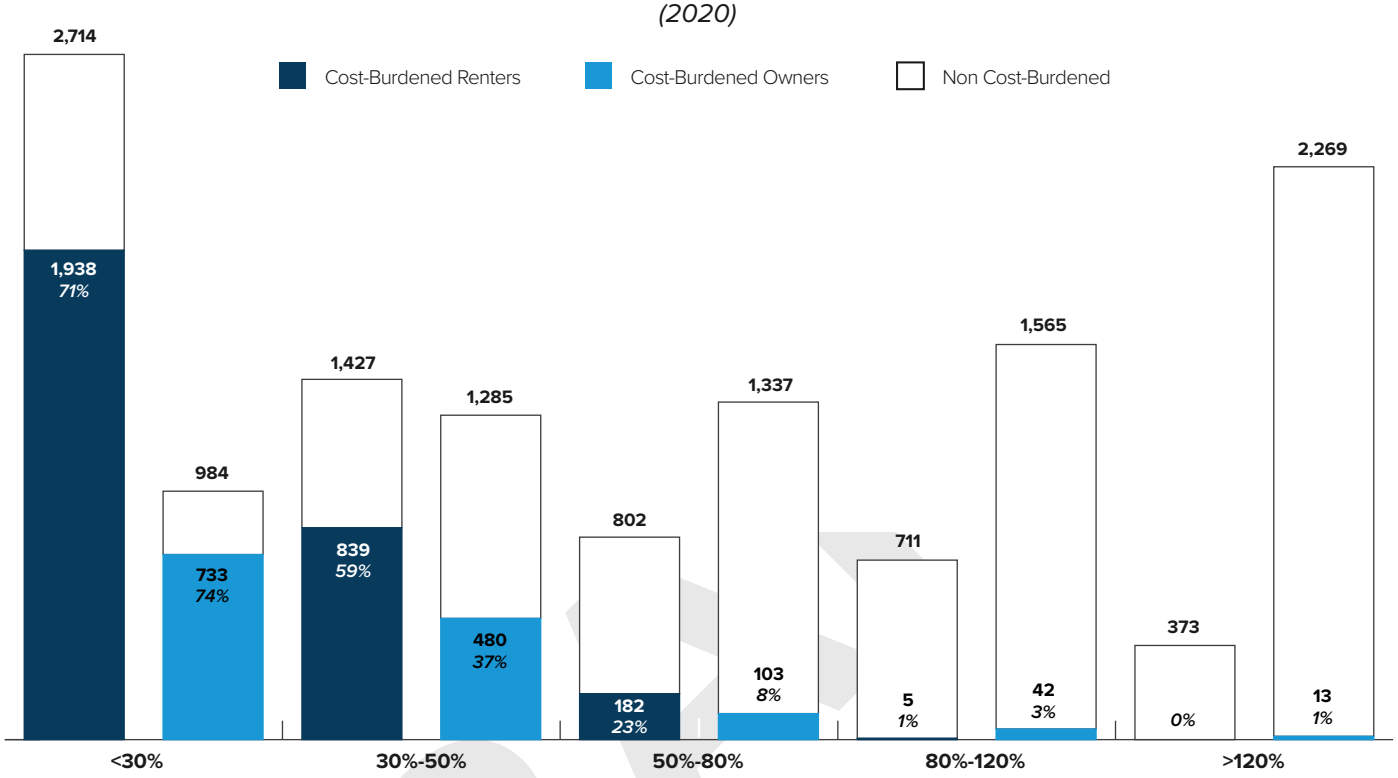
units at market-rate prices. One of the newly constructed buildings in the downtown area, Francis Senior Lofts, is a low-income housing tax credit (LIHTC) project with 45 units for residents aged 55 and older who earn at or below 80% of the AMI. In addition to those multi-family apartment buildings, nine new single-family homes were built and 12 formerly commercial spaces above storefronts were converted in apartments in the downtown corridor. Additionally, there are several funded LIHTC projects that are planned for Jackson, such as Andy's Place,[13] which specifically provides long-term care for individuals struggling with opioid and other substance abuse disorders.

Cost Burdened Households by Income Level[37]

(2020)



53%
UNITS

Built Prior to 1939[33]

9.25%
CURRENT VACANCY RATE

State of Michigan 2020 Vacancy Rate was 6.4%[34]

34%
HOUSEHOLDS

Have at Least 1 of 4 Housing Concerns[35]

13
CONSTRUCTION STARTS

City of Jackson developed 255 new units with 13 new construction starts in the past two years.[36]

In order to obtain a full picture of the strengths and challenges surrounding affordable housing programs and services in Jackson, the project team then reviewed existing programs and interviewed residents, business leaders, and service providers. To complement research and analytics, a range of stakeholders provided insight to complement the data.

3.2 Existing Housing Programs in the City of Jackson

The City of Jackson has existing housing service providers, stakeholders, and agencies that provide affordable housing units, supportive services, and counseling for low-income renters and prospective homeowners. Below is a list of the organizations and agencies that are currently helping to serve the community and residents of Jackson, along with a brief description of the organization and the specific housing services provided.

Agency	Services
Community Action Agency (CAA): The CAA serves Jackson, Lenawee, and Hillsdale Counties. The CAA serves as the lead organization for the Jackson Continuum of Care.	• Rental Assistance Services– housing counseling • Housing Assistance Resource Agency– rapid re-housing specialists and referrals, placement, and foreclosure prevention • Rehabilitation– weatherization assistance • Housing Choice Vouchers
Greater Jackson Habitat for Humanity (GJHFH): GJHFH is the City's Community Housing Development Organization (CHDO) and plays a key role in utilizing HOME Investment Partnership Program (HOME) and Community Development Block Grant (CDBG) funds—HUD-funded programs for the development and repair of affordable homeownership and rental units.	• Homeownership Program • Critical Home Repairs– due to a surge in applications, this program is only able to assist with water heater and furnace repairs and replacements at this time.
Jackson Housing Commission (JHC): The JHC is a Qualified Public Housing Authority for the City of Jackson, receives subsidies from HUD.	• Manages and operates three affordable housing developments and scattered housing sites • Administers vouchers • Managing HUD Choice Neighborhood Grant, which will create a transformation plan for the Reed Manor Property • Working on a Rental Assistance Demonstration (RAD) conversion to access funds for repair
City of Jackson Department of Community Development: Responsible for providing services related to acquiring, repairing, building or improving residential and commercial structures.	• Oversees the following short-term loans to low-income homeowners facing emergency maintenance, funded with CDBG and HOME. – Homeowner Rehabilitation Program – Emergency Hazard Loan Program
Jackson Continuum of Care: Organizations that address housing and emergency needs for households experiencing homelessness; CAA (lead agency), JHC, Training and Treatment Innovations, Jackson Interfaith Shelter, DisAbility Connections, and AWARE Shelter.	• Emergency Shelter • Permanent Supportive Housing

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Michigan State Housing Development Authority (MSHDA): Michigan's state housing agency operates and funds a range of housing programs for homebuyers, homeowners, renters and developers.	• Low-Income Housing Tax Credits (LIHTC) • HUD-assisted programs: Project-Based Vouchers, HOME-ARP, and Covid-19 Emergency Rental Assistance (CERA) • Bond Program, Direct Lending, and Missing Middle Housing Program

The review of existing programs helps to establish existing housing resources for the City of Jackson as well as organizations participating in housing activities. This information informed an analysis of programmatic gaps, provided below. To complement research of existing data and programs, the project team then included engagement of local stakeholders.

3.3 Stakeholder Engagement

Stakeholder engagement is a valuable part of any strategy. It helps to proactively consider the needs and vision of the local residents and organizations that have a stake in the outcomes of the process. This can also build connections, trust, and buy-in for the strategy solutions presented at the end of the engagement and ensure that stakeholder input is incorporated. During the course of the stakeholder outreach, the project team met with over 50 individuals from 26 agencies. Stakeholders, community organizers, city officials, development professionals, investors, housing professionals, landlords, residents, and social service agencies. The list of agencies and organizations that were interviewed includes:

- Affordable Housing Development Board
- Anchor Initiative
- AWARE, Inc.
- City of Jackson Department of Community Development
- Community Action Agency
- Department of Health & Human Services
- disAbility Connections, Inc.
- Greater Jackson Habitat for Humanity
- Jackson Downtown Development Authority
- The 200 bBuilding
- Jackson Downtown Partners
- Jackson Housing Commission
- Jackson Interfaith Shelter
- Legal Services
- Jackson Area Landlord Association
- LifeWays
- MVAH Partners
- Nation Outside
- Reed Manor
- Region 2 Area Agency on Aging
- United Way of Jackson County

Through these interviews and conversations with local stakeholders, the project team gained a unique perspective and learned about what is most important to residents of Jackson and the organizations and agencies that help to support and serve those residents. These valuable takeaways will help to shape the solutions that are suggested to meet the housing needs in Jackson.

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3.3.1 Strengths and observations from interviews

Throughout the interviews with private and nonprofit stakeholders, City staff, and community residents, consistent themes emerged as strengths in the City of Jackson. These strengths, partners, and programs can be leveraged to build momentum to advance many of the housing solutions provided in this Strategy.

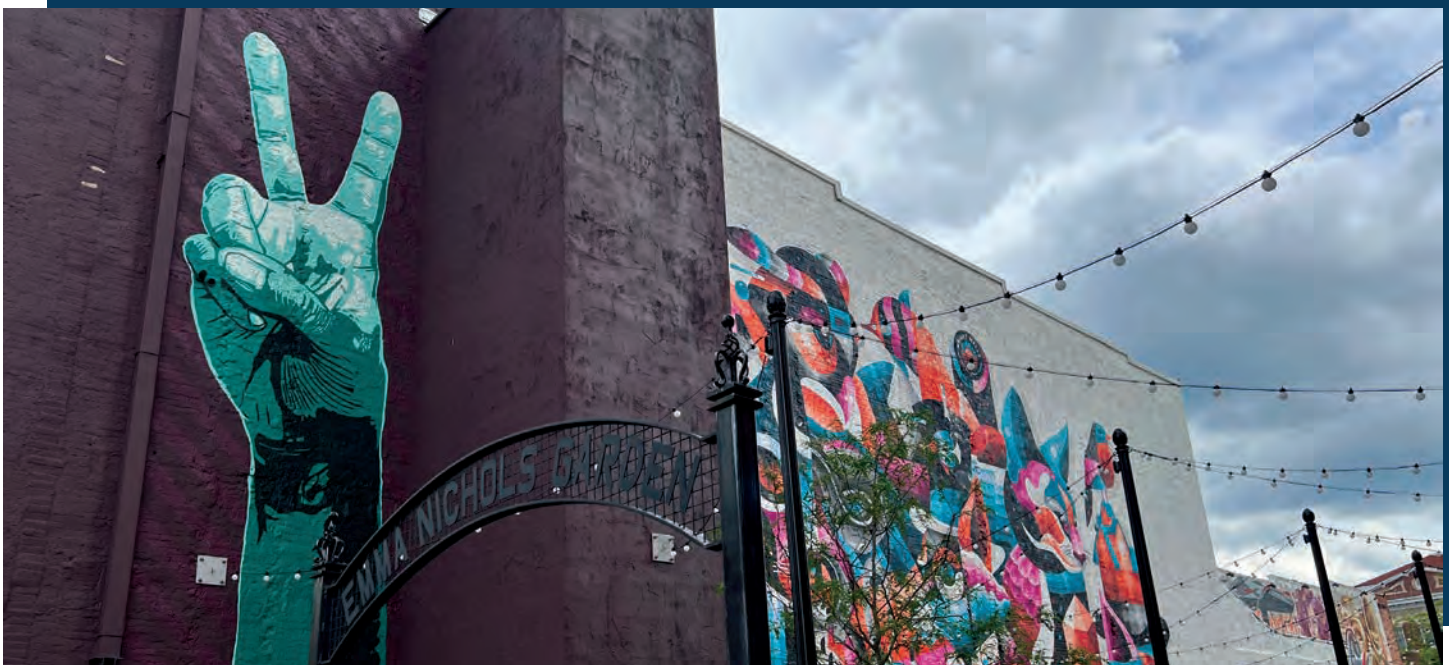
3.3.2 Strengths

Governmental

- Fair Chance Housing Ordinance Implementation- The Ordinance prevents landlord and rental agencies from asking renters about their criminal history. The community had a favorable response to this effort.
- Jackson Housing Commission (JHC)- JHC is dedicated to assisting low-income tenants to secure safe, decent, and affordable housing, and provide tenants with opportunities for self-sufficiency and upward mobility. JHC has a strong portfolio.
- Choice Neighborhoods Grant- JHC was awarded a Choice Neighborhoods Grant from HUD. The Choice Neighborhoods Grant allows JHC to plan for the replacements and improvement of older housing and reimagine the area where the residents will live. This award is an exciting opportunity for Jackson.

Organizational

- Strong Community Action Agency- The CAA provides services to residents to address the causes of poverty, and addresses a range of needs.
- Community Development Financial Institution (CDFI)- American 1 Credit Union became a CDFI in 2020. This designation indicates that America 1 is an organization with a mission to serve the underserved communities and provide fair and responsible financing through community engagement efforts. This designation also provides lending institutions access to additional grant funds from the Treasury to assist low-income residents.
- Greater Jackson Habitat for Humanity (GJHFH)- GJHFH provides the opportunity for affordable homeownership production and purchase, as well as operates a home repair program for City of Jackson residents.



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- Training & Treatment Innovators (TTI)- TTI provides a range of clinic and community-based services to support adults with behavioral health concerns.

Built Environment & Institutions

- Strong downtown- In recent years there have been a lot of new residential and commercial developments in the downtown area, including new bars, restaurants, breweries, and the renovated Michigan Theatre. Recently, Jackson awarded $4.5 million to the Martin Luther King Jr. (MLK) Corridor Improvement Authority to promote economic growth and development.
- Henry Ford Allegiance Health- The Henry Ford Hospital Campus spans several blocks and employs approximately 4,000 doctors, nurses and staff[14]. This institution is an important asset and potential partner to align on the intersection of health and housing.

Programming

- There is strong community programming through organizations such as Andy's Place and the Food Truck Rally. These examples build trust for residents and trusted organizations that can be leveraged for future engagement and marketing outreach for new programs opportunities.
- Eviction Diversion Program (EDP)- EDP allows tenants to opt into the program—a facilitated alternative to traditional housing court—and receive mediation, legal services, and emergency assistance if qualified.
- Prison Workforce Program- The Parnall Correctional Facility in Jackson, operates a Vocational Village to provide offenders with hands-on job training experience. The program participants can earn state and nationally recognized certificates when they complete the program.[15]

These strengths and stakeholders create a positive foundation for Jackson to leverage for future partnerships to lead and support implementation of housing programs.

3.3.3 Challenges and Gaps Identified

During the course of current state analysis, a set of challenges facing the City of Jackson and its residents also emerged. The proposed solutions are aimed at filling many of the gaps identified in these challenge areas.

Demographics

- Jackson has experienced significant demographic shifts such as depopulation, concentration of poverty, loss of families, and an increase in senior population that require specific program and policy responses.
- The housing stock is aging and is in need of repairs; 89% of the housing stock was built prior to 1980, and 53% of housing was built before 1939.[16]

Public Resources

- The City has a portfolio of vacant land and property and has not effectively realized the potential of its inventory to create homeownership and rental housing opportunities. According to current information, there are over 1,000 vacant units and a subset of these include city-owned lots.
- Public funds and private leverage are insufficient to support the level of programming and capital investment necessary.

Increased Costs

- Building and development costs and, recently, increased interest rates, have increased nationally, which has driven up the cost of homeownership opportunities and production of rental housing.
- Appraisal gap challenges, which occur when the cost of construction or renovation is greater than the price that the property can sell for within a submarket.

Accessibility

- There is a mismatch between community needs and access to amenities such as grocery stores.
- Greater tenant protections may be needed to prevent evictions and ensure access to quality units.

Partnerships

- The current ecosystem does not fully utilize existing tools and partnerships to effectively serve the needs of housing unstable households.
- There is need for community-based developers and high-capacity nonprofits, which are essential partners in many cities' reinvestment approaches.

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3.3.4 Programmatic Gaps

While there is a range of strong organizations currently providing housing resources to the City of Jackson, as referenced in Section 3.2 above, these resources do not currently meet the full housing need, both programmatically and scale of households served. Programs are generally managed by either public entities (the City of Jackson or the JHC) or a small group of nonprofit service providers that are also part of the Jackson Continuum of Care. These nonprofits are doing important work but are few in number and also face their own resource and capacity constraints. Communities that have made progress expanding housing services and resources commensurate with local need often have a larger scale of services provided and inclusion of key housing organizations in the delivery of housing solutions. This includes a range of partnerships with organizations such as lenders, CDFIs, community development corporations, developers, philanthropic organizations, and intermediaries as funders and implementing leaders to deliver programs that support housing needs. There is a gap is in the overall structure of the housing providers.

Federal entitlement funds that the City has access to, namely CDBG and HOME, are scarce and have significant regulations that place limitations on their use. JHC has developed about 1,200 units LIHTC units, according to the 2020-2024 City of Jackson Consolidated Plan prepared for HUD, utilizing federal HUD funds and gap financing from MSHDA As noted, JHC has received the Choice Neighborhoods Grant to reimagine the Reed Manor project. However, as stated previously, these public agencies cannot work alone.

Among the existing publicly subsidized units, the Consolidated Plan describes that very few are fully accessible, and the overall housing stock in Jackson does not meet the need for growing family sizes. While there are more publicly subsidized units being planned, there remains a large housing cost burden for the overall resident population, with a specific concentration for very low-income households. Additionally, the gap in partnerships and additional capital sources puts a constraint on how far public funds can be leveraged to meet scale. While the Jackson Continuum of Care provides emergency shelter and permanent supportive housing, there are an insufficient number of fully accessible and supportive units to meet the needs of the population living with disabilities and the older adult population. Andy's Place provides 50 units of permanent supportive housing, but there remains a need for significantly more units for this population as borne out through the projections in this Strategy. Further, as the data shows, there remains an unmet need for families experiencing homelessness.

There are some resources dedicated to housing services and some to preservation, or rehabilitation funds for owners of existing housing. The City of Jackson operates the Homeowner Rehabilitation Program and Emergency Hazard Loan Program. The nonprofit housing resources, led primarily by GJHFH and the CAA, are also limited in resources and scale. GJHFH is the City's designated CHDO, which allows a development role in the expenditure of HUD entitlement programs and funds programs for rehabilitation and new construction. GJHFH does provide a Homeownership Program that appears to be small in scope. GJHFH. The Critical Home Repairs Program is currently limited in scope based on an application surge and can only assist with water heater and furnace repairs. The Annual Report states that this program made repairs to 18 systems and in 2020 across the service area. This is not sufficient to address the property conditions of many units.

The CAA programs provide support for rental assistance by distributing Housing Choice Vouchers and assist households with counseling and support services, such as permanent placement and foreclosure prevention. GJHFH also provides housing counseling and financial education to families. CAA's current scope does not include services for the rehabilitation of properties. Notably, these nonprofit programs provide limited housing development and rehabilitation resources and very minimal affordable homeownership with financial resources outside of counseling. The existing programs related to publicly-owned property focus on vacant side lots for neighbors and provide site-be-site sales. There is opportunity for larger scale programs that maximize multiple sites.

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In summary, after analyzing existing housing services and programs along with the needs of the community, there are specific gaps that can be addressed in the following areas, which align with the strategic focus areas:

- Partnership and array of public/private opportunities
- Capital sources and resources for housing development (rehabilitation of existing units and new construction)
- Affordable Homeownership Programs
- Housing development resources to support specific segments of the population, including fully accessible units for the older adults and individuals with disabilities populations.

The following projection for 10-year housing needs and trends provides data to further substantiate the gaps identified in the existing housing resources through research and engagement.

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4 TEN-YEAR HOUSING NEEDS

In order to determine the Strategy, the project team completed a population trend projection and identified key finding from the data. This information builds on the findings from the current state analysis including stakeholder inputs, to hone in on focus areas for solutions.

4.1 Population Projections

The project team utilized the "Cohort-Survival" forecasting method to determine the population projections in 2032. The "Cohort-Survival" forecasting method, also called the "Cohort-Component" method, is a forecasting projection model frequently used by government agencies and population researchers.[17] The model uses three main components to project future populations:

- **The fertility rate*** (natality) is a measure of the number of children on average that a woman will have in her lifetime.
- **The mortality rate*** estimates death rates by age group and sex.
- **The migration rate*** measures the rate at which populations move into and out of the target area.

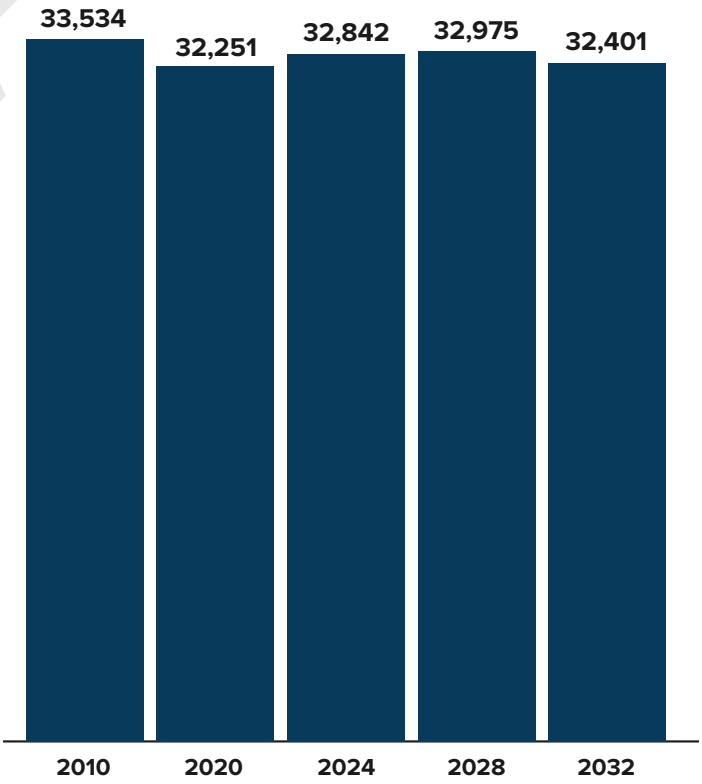
In this model, cohorts were broken into groups by age and sex. The project team then projected the population forward four years at a time by removing deaths and out-migrants and adding in births and in-migrants. More information about the methodology can be found in the Appendix C.

The project team used mortality and natality data obtained from the Centers for Disease Control (CDC) and calculated the migration rate using U.S. Census population data. The project team then used breakouts of income and tenure by age in the base year and applied them to the projected population to reach the target year population.

The following key takeaways were derived from the "Population Projections (2010-2032)" seen in Chart 1 to the right:

- Population from 2020 to 2032 remains relatively stagnant, with a slight increase of 150 people (0.45%).
- The population grows slightly from 2020 to 2024 and then again from 2024 to 2028 before finally falling in 2032. This dip in population is due to the projected aging population and the high share of individuals over the age of 60.
- This is a positive shift after the more recent population loss from 2010 to 2020.
- Expected average household size in the next 10 years will be 2.4 persons, though the Jackson 2020-2024 Consolidated Plan suggests that many renter families may be larger.

Population Projection



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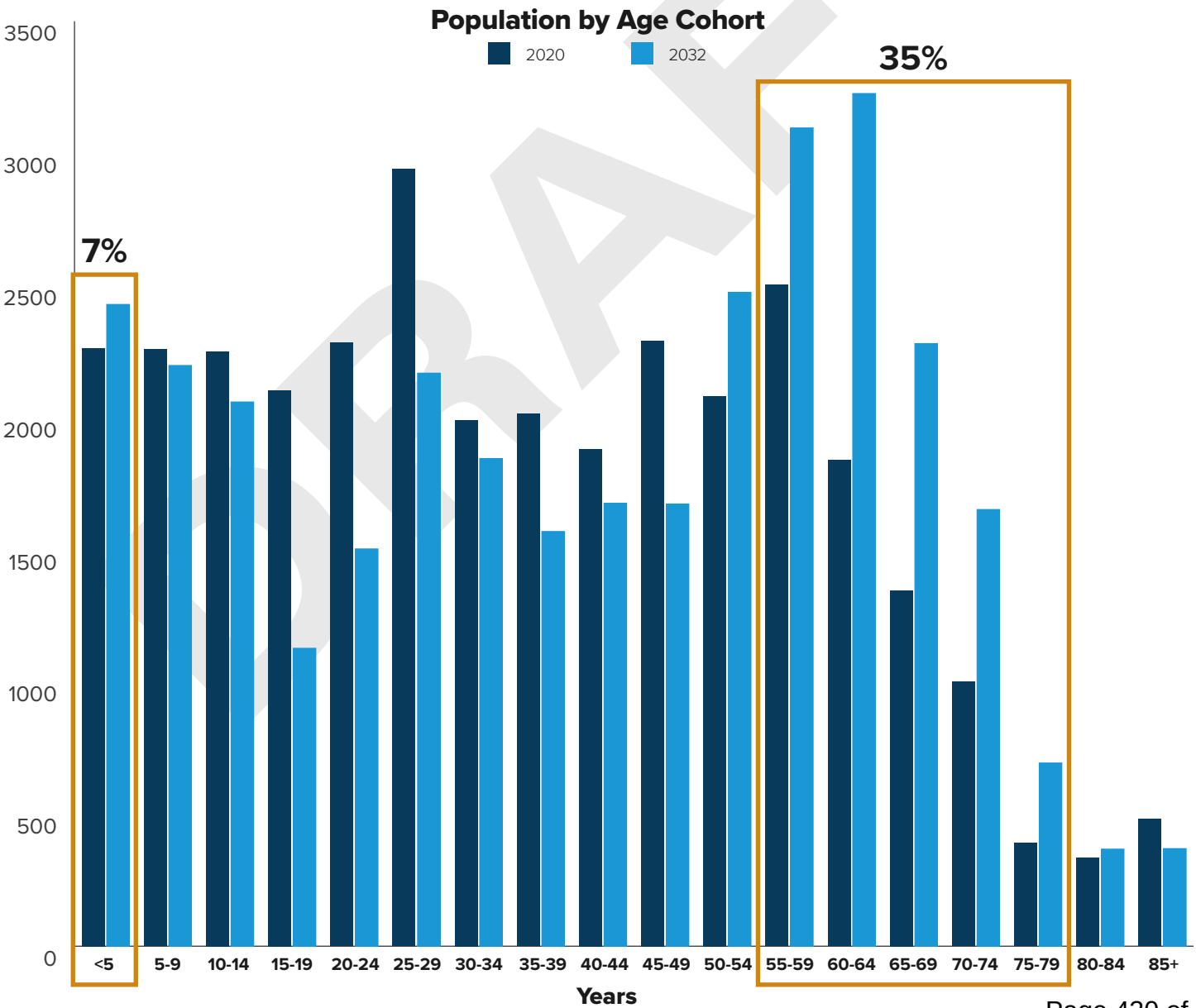
While overall, the population is projected to be relatively stagnant, more interesting trends emerge when looking at specific population groups. Since the population projection is built by adjusting each age cohort according to birth, death, and migration, the project team were able to study the population breakdown by age. This provides a clearer understanding of specific housing needs by age cohort, such as those necessary for older adults and family households.

Using the forecasted population in 2032 and the average household size, the project team was able to derive the projected households in each income band for 2032. This breakdown helped to inform the housing targets and solutions outlined throughout this report.

The following key take-aways were derived from the "Population by Age Cohort (2020-2032)" seen in Chart 2 below:

- The forecast shows a 35% increase in the population aged 55 to 79. This indicates that there may be a higher need for senior housing options, accessibility features, and access to services to support aging in place.
- The forecast shows a 7% increase in children under the age of 5, and a decrease in available two or more bedroom units, indicating that there may be increased demand for family housing units in the future.



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4.1.1 HOUSEHOLD PROJECTIONS BY INCOME (2020-2032)

Below, the data for 2020 is then compared to the 10-year 2032 forecast and broken out by income band (AMI range) and tenure (renter-occupied units versus owner-occupied units). This analysis projects that there will be 13,530 households in Jackson in 2032, a slight increase from the 13,467 that existed in 2020. Though the raw units count in 2032 is barely greater than the existing housing stock, looking deeper at the data tells a different story and shows the need for specific investment in key areas, such as an increase in family size, an increase in the older adult population, and a need for rental and homeownership units concentrated at lower income levels. These trends build on the gaps identified in the Current State Analysis. The table below describes the affordability and tenure mix of the future housing stock based on the distribution in those areas today.

Housing Type	AMI Range	2020 Households			Forecasted 2032 Households		
		Owner Occupied	Renter Occupied	Total	Owner Occupied	Renter Occupied	Total
Affordable	<30%	984	2,714	3,698	934	2,781	3,715
	30-50%	1,285	1,427	2,712	1,262	1,462	2,725
	50-80%	1,337	802	2,139	1,327	822	2,149
Workforce	80-120%	1,565	711	2,276	1,558	729	2,287
Market Rate	>120%	2,269	373	2,642	2,272	382	2,654
Total		**7,440**	**6,055**	**13,467**	**7,354**	**6,176**	**13,530**

4.2 Defining the Gap

To examine and size the specific need for housing units, the project team took the overall housing cost burden into consideration and analyzed various data sources to identify units in two categories: a) preservation (rehabilitation or reuse of existing units and b) new construction. Homeownership units and rental units are incorporated in both categories.

There are currently 15,574 total housing units in Jackson. Despite the potential availability of vacant housing units, there are currently 1,436 vacant units, the research points to the need for both the preservation of existing units and the construction of new units. The rationale for preserving and/or constructing units is based on the following information. More information about the methodology can be found below and in Appendix C. Each category defines the rational, construction type considered, pool of impacted units, and subset of those units that are targeted for new construction and preservation. There is a description of the methodology applied below the chart to determine what subset of those units should be considered for a 10-year housing strategy.

For each rationale and housing type, the project team looked at existing data such as income band population percentages, cost of construction, and housing cost burden to estimate the preservation and new construction targets. A percentage of the baseline units were considered for the 10-year housing targets, as described here.

AHDB may explore the expiring subsidized units further through deeper relationships with the relevant funders.

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Rationale	Construction Type	Units Impacted	Preservation Target*	New Construction Target*
Thousands of housing units have been built prior to 1939, a significant number may have substantial repair needs.	Preservation	5,546	1,920	
There are currently 1,436 vacant units with 155 units listed on the foreclosed, vacant or abandoned residential property registry that the City maintains, these units may be uninhabitable and will need to be preserved or replaced.	Preservation and New Construction	1,436	350	350
The City's Consolidated Plan, mentions 71 housing units that are currently condemned, these units will need to be replaced.	New Construction	71		50
The HUD Comprehensive Housing Affordability Strategy (CHAS) report enumerates households that are overcrowded or severely overcrowded indicating that many of those residents require larger or additional housing units at reduced rates.	Preservation and New Construction	242	45	45
The HUD report also itemizes units as substandard (I.e., incomplete kitchen or bathroom)	Preservation	114	100	
In 2020, the population of older adults was 3,555, this age cohort is expected to grow over the next decade	Preservation and New Construction	3,555	585	300
According to the City's Consolidated Plan, there are only four fully accessible units for individuals with disabilities and nearly 18% of the City's residents report having a disability	New Construction	5,832		250
The City's Consolidated Plan states that 1,023 individuals were "literally homeless" in 2018.	New Construction	1,023		505
According to the Zimmerman/Volk Associates, Inc. (ZVA) study, the Jackson market can absorb over 2,000 new units of affordable rental and homeownership.	New Construction	2,000		N/A
Expiring subsidies, such as LIHTC projects may require recapitalization to protect existing subsidized rental units.	Preservation	TBD	N/A	
Total			**3,000**	**1,500**

*Unit Target Methodology

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Quality Units and Living Conditions

- **Rehabilitation of Older Homes:** The project team projected that about 35% of these units, based on the cost burdened percent of the population, would be in need of rehabilitation. These are all targeted for preservation, rather than demolition and new construction. They are distributed across all income bands.
- **Replacement or Rehabilitation of Vacant Units:** The City of Jackson provided the number of current vacant units. This may be an indication that they are either are in significant disrepair or may be perpetually vacant and more cost effective to demolish and rebuild. The City has had experience with this type of activity by leveraging the Neighborhood Stabilization Program. The project team included about a quarter of these units for preservation and about a quarter for new construction. They are distributed across all income bands.
- **Replacement of Demolished Units:** The City has designated a certain number of units as slated for demolition. The project team assumed that these units are in significant disrepair and included about 70% of units for new construction, to be rebuilt in place of the demolished structures. These, along with the vacant units, pending geography and property times, may be redeveloped as single properties or as multifamily properties covering a mix of incomes. They also may be incorporated in a mixed-use project in a different location, such as downtown. This plan assumed that all demolished units would be replaced at least at a one to one ratio. They are distributed across all income bands.
- **Substandard Housing:** HUD identifies four housing concerns that are reported in the Consolidated Plan. These include substandard housing (incomplete kitchen and or plumbing), cost burden, or more than one person per bedroom (overcrowding). The overcrowding data is taken into account and described in the "Family Size" section. The project team included the majority of the "substandard housing" units as targets for preservation. These units are distributed across the lower two income bands only (<30% and 30-50% AMI).

Units for Older Adults and People with Disabilities

- **Older Adults:** Elderly Population: Data identified an increase in the percentage of the total population for the year 2020 (65 and older). The project team looked at the total number of households projected in 2032 and included about 20% for preservation and about 10% for new construction, noting that in some cases creating a fully accessible unit is cost prohibitive in an existing structure and therefore creating a new unit is a more efficient solution. These units are distributed across the lower three income bands only (<30%, 30-50% and 50-80% AMI).
- **People with Disabilities:** The Consolidated Plan stated that about 18% of residents have a disability and that the current housing stock has a lack of accessible housing units. About 4% (the threshold required by Section 504, the act which governs federal construction requirements for people with disabilities) of the households are targeted for new construction, assuming that some are covered in the older adult population or other groups in this methodology. These units are distributed across the lower three income bands only (<30%, 30-50% and 50-80% AMI).

Family Units

- Overcrowding and severe overcrowding have been defined by HUD. The Consolidated Plan reports that 242 units are overcrowded. To accommodate overcrowded households and the growing population of families with children, the project team included about 20% of these households for preservation and 20% for new construction, assuming that some unit layouts and structures cannot be rehabilitated to add entire bedrooms, and that is better achieved with new construction. These units are distributed across the lower two income bands only (<30% and 30-50% AMI).

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Homeless Units

- The Consolidated Plan identifies 1,023 individuals as of 2018 as homeless. Understanding that this data changes over the course of the year, the project team projected about half of these units to be included in the target. The project team assumed that since appropriate units do not house these households today, they were considered to be new construction targets. These units are all allocated to the lowest income band only (<30% AMI).

From this research and the project team's methodology, which considers pertinent existing reports and plans, the project team developed housing targets for 2032, shown by category and distributed for preservation and new construction over 10 years. Note that homeownership and rental programs will be important at all levels and in supporting both existing and newly constructed units. The analysis described here was compiled by trend type to develop the housing targets shown in the next section. More detail about the project team methodology can be found in Appendix C.

4.2.1 TREND FORECASTING

Housing Type	Preservation	New Construction
Property Conditions		
Rehabilitation of Older Homes	1,920	
Substandard Housing	100	
Replacement/Rehabilitation of Vacant Units	350	350
Replacement of Demolished Units		50
Older Adults and People with Disabilities		
Older Adults	585	300
People with Disabilities		250
Family Units	45	45
Homeless Units		505
Total	**3,000**	**1,500**

To address Jackson's housing needs, a total of 4,500 preserved and new construction units are proposed. These targets aim to support new housing opportunities for 1,500 households and preserve another 3,000 units over the next ten years. The proposed housing units are shown here broken down by owner- and renter-occupied, new construction and preservation, by income band.

4.2.2 TEN-YEAR HOUSING TARGETS BY INCOME (BY 2032)

The table on the next page summarizes these housing targets in greater detail by providing income band and tenure. To identify the homeownership versus rental mix (tenure) and income band distribution, the project team generally applied the percentage in the population today. The only exception to this, as described above, are for unit categories that are more heavily impacted for extremely low- and very low-income households: units with substandard housing conditions as reported to HUD, units for older adult and people with disabilities households, and homeless units. For all other categories, the project team applied the income distribution in today's population.

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Housing Type	AMI Range	Income	Owner		Renter		Total
			New	Preserved	New	Preserved	
Homeless					505		505
Affordable	<30%	$0-32K	-	-	372	955	1,327
	30-50%	$32-54K	-	-	277	710	987
	50-80%	$54-87K	108	274	92	233	707
Workforce	80-120%	$87-100K	37	207	31	176	451
Market Rate	>120%	100K+	52	240	36	205	523
Total			**187**	**721**	**1,313**	**2,279**	**4,500**

4.3 Key Findings

The following key findings are the outcomes from the analysis of current data and population and housing trend forecasting. The identified housing targets outline the level of need and set the stage for policy and program solutions.

CURRENT TRENDS

- The population shifted by four percent from owners to renters between 2010 and 2020.
- The current data shows that Jackson has a high housing vacancy rate, an older housing stock, a high frequency of housing-related concerns for low- and very low-income households, and few new housing construction starts relative to the need.
- Current evidence of cost burden among low-income and very low-income renters and homeowners is meaningful. Feedback from stakeholder engagement points to concerns around worsening circumstances for high-need residents due to economic factors such as inflation. These large national trends along with local concerns point to potentially compacting challenges for future housing affordability.

FORECAST TRENDS

- The projected Jackson population in 2032 is 32,401 people, with an estimated 13,530 households.
- Population from 2020 to 2032 is expected to remain relatively stagnant, with a slight increase of 150 people (0.45%).
- Expected average household size in the next 10 years will be 2.4 persons.
- The forecast shows a 35% increase in the population aged 55 to 79. This indicates that there may be a greater need for senior housing options, accessibility features, and access to services to support aging in place.
- The forecast shows a seven percent increase in children under the age of 5, and a decrease in available two or more bedroom units, indicating that there may be demand for family housing units in the future.
- To address Jackson's housing needs, a total of 4,500 preserved and new construction units are proposed. These targets aim to support new housing opportunities for 1,500 households and preserve another 3,000 units over the next 10 years.

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5 SOLUTIONS

After developing the trend forecast and assessing Jackson's potential needs in 2032, the next step is to identify programs and approaches that are appropriate in the short and long term. The short-term solutions listed below address priority areas, can be supported with SLFRF and other stakeholders and will address the core programmatic needs.

The solutions are in two sections. The short-term solutions address priority areas of need. The list that follows may be considered by various parties over the longer-term in considering Jackson's housing strategy and methods to consider in meeting the local housing needs over 10 years. The solutions identified match the local challenges and align with a set of guiding principles:

- **Light Touch:** Similar to peer cities across the country, Jackson has limited resources to invest in housing. It is important to design programs that have a "light touch" by the public sector, that make public dollars go as far as possible, leverage other sources of funds, and utilize public-private-nonprofit partnerships, when possible, to maximize their collective impact. Solutions should focus on how the Jackson stakeholders can build partnerships, leverage outside capital, and invest the minimum viable public subsidy to achieve meaningful impact.
- **Data-Informed:** Solutions are recommended and should be designed for implementation utilizing available data and evaluated based on their measurable impact. Using data-informed strategies and evaluating efficacy of programs ensures that resources are targeted to needs and meeting specific local needs as they evolve.
- **Focus on Public Land:** The City's land assets are a major opportunity to advance housing goals by utilizing land as subsidies and to think strategically about how to maximize those land assets.
- **Look at What Works:** Solutions are pragmatic and proven to work in cities with similar contexts to Jackson's. Rather than test ideas in Jackson, leveraging experience of peer cities is an efficient and effective method to implement strategies and marshal resources to meet needs.
- **Fill Gaps:** Solutions should address gaps in the marketplace currently unserved by other programs and partners. As discussed previously, these gap were identified by analyzing the current state, including existing programs, and reviewing future trends.
- **Empower and Engage Communities:** Develop strategies that build public trust and participation in the planning and rebuilding process. Local partners and an engaged resident population are key to successful strategies. Without a meaningful and deliberate level of local community input, programs may miss opportunities to shift to meet needs, miss key themes or issues, and not achieve the right level of utilization. Meaningful community partners are also key organizations to engage in marketing programs and equitably reaching the populations they are aiming to serve.
- **Inside/Outside Approaches:** Solutions should empower local stakeholders while attracting outside capital when possible. As discussed earlier, leveraging new and outside capital will be necessary to meet the housing needs. Local and public resources are already stretched thin, and many successful models show the value that leveraging private partners and new stakeholders can bring.

As described further, there are several entities recommended as possible leaders or partners in implementing each program. The City cannot solve Jackson's housing challenges alone and will need corporate, nonprofit, and philanthropic partners to step up through meaningful partnerships. The AHDB and all stakeholders can evaluate a range of partnership options for implementation.

5.1 Strategic Focus Areas

Jackson's 10-year housing targets and other trends, identified in this Strategy, point to the need for eight key strategic focus areas. The metrics in the housing targets, along with trends in housing needs, are used to align solutions and potential resources and provide detail to size programs, seek and leverage outside funds, and identify partners to support these initiatives. The eight programmatic focus areas are:

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1. Rehabilitation to Improve Housing Quality and Meet Household Preferences

Properties of all types require additional programs for renovation to address disrepair—the median age of housing in Jackson is 81 years[18] (double the national average), and 34% of households report at least one housing concern.[19] It is generally beneficial to preserve an existing unit of housing by making improvements. This is – in certain cases - more cost-effective, helps residents in place, can build equity, and preserves historical and local character.

2. Affordable Homeownership

Housing cost burden impacts homeowners as well as renters. Increasing homeownership across all income bands is beneficial for communities and equity building. Support the priority to increase access to homeownership through strategies including rent-to-own programs and first-time homeowner programs (e.g., down payment assistance). While down payment is just one element of the ownership cost burden, it can overcome a hurdle for individuals and families on the path to homeownership. Increasing homeownership is also meaningful from an equity perspective, as it can enhance generational wealth buildings for families who have previously not had access to home ownership.

3. Supportive Housing for a Growing Older Adult Population and People with Disabilities

The trend forecast shows a 35% increase in the older adult population over 10 years. Additionally, current reports show a very low number of fully adaptable, accessible, or mobility units relative to the population reporting a disability. Adapt existing stock to meet the needs of older adults aging in place and include adaptive units in new construction programs.

4. Tenant Support

Over half of cost burdened households in Over half of cost burdened households in Jackson are renters, and almost 30% of renter-occupied households are “severely cost burdened”, contributing over 50% of their household income to housing.[20] Challenges with eviction and other tenant issues have been a trend nationally, in particular during COVID. Continue to support tenants to match households with housing and provide assistance to reduce cost burden at the lower income bands.

5. Rental Demand

Trends show that over the past 10 years, four percent of households have shifted to renters.[21] Further, Jackson’s population will shift to a rental population with a current and growing need for slightly larger unit sizes. Support rehabilitation or reuse of properties and strategic public land development to meet this need.

6. Preservation of Small Multi-Family Properties

Owners of housing units not currently regulated by federal programs (naturally occurring affordable housing) are an important part of the housing stock. These properties require a separate strategy to ensure that these units maintain capital repairs and remain affordable to current residents.

7. Position for Growth

Separate market analysis,[22] along with this trend analysis, supports new development in Jackson at a variety of income bands. Some of this may be on the site of previously demolished structures or City-owned land. In conjunction with other economic development activities and based on City efforts, explore mixed-income options adjacent to mixed-use development projects. It will be key for the City to strategically position publicly owned land and optimize the City’s land disposition process.

8. Partnerships

Each of these areas of focus cannot be accomplished or funded by the public sector alone. The stakeholders in Jackson committed to local housing solutions need to form partnerships and empower new and existing stakeholders to lead and fund aspects of these strategies. This will leverage necessary resources, tap into additional expertise, and empower leaders in a Jackson housing strategy.

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5.2 Short-Term Solutions (1-2 Years)

The short-term solutions that follow are based on the identified gaps, projection housing needs, and strategic focus areas. The short-term solutions identified are actionable within one to two years, meet the gaps identified, and can be funded with SLFRF. These can be programs of focus with the current funds allocated by the AHDB.

Recommendation	SLFRF Allowable Use	Programmatic Focus Area
First Time Homebuyer Program	✓	Affordable Homeownership
Utilize Public Land for Affordable Development	✓	New Construction (across all program areas)
Adaptive Modification Program	✓	Rehabilitation, Supportive Housing
Shallow Rent Assistance	✓	Rental Demand, Tenant Support

State and Local Fiscal Recovery Fund Citations[23]

FIRST-TIME HOMEBUYER PROGRAMS: INCLUDING DOWN PAYMENT, CLOSING COST ASSISTANCE, AND/OR RESERVE ACCOUNTS

A known barrier for many households to afford their first home is a lack of liquidity for down payment and closing costs. A number of cities and states have programs to assist first-time homebuyers with these costs, and these programs are often touted as "paying for themselves" based on the revenue earned by the jurisdiction through transaction fees and subsequent property taxes. Reserve accounts are a strategy for helping homeowners be able to afford essential repairs and unforeseen costs, to avoid potential nonpayment of mortgages and to avoid potential foreclosure. The MSHDA has a down payment assistance program[24] that could be promoted alongside a local program and financial counseling services to provide a fuller package of financial assistance and services for first-time homebuyers. Potential partners and leaders include community nonprofits and financial institutions such as CDFIs or commercial banks. Philanthropic capital could supplement the federal funds to increase the program's impact.

› Example

Dayton, OH Homebuyer Assistance Program[39]

The City of Dayton Down Payment Assistance Program provides qualifying individuals and families with up to 10% of the purchase price of a home purchased in the City of Dayton. Eligible homeowners must:

- Have a total household income less than 80% of AMI
- Buy a home in the City of Dayton
- Buy a house with a maximum pre-existing home value of $105,000 or new construction home value of $195,000.
- Contribute a minimum of $500 of your own funds to close
- Provide a completed application and all required documents as outlined in the program guidelines
- Agree to live in the property as a primary residence for at least five years
- Complete a home buyer class and meet with a home ownership advisor at the Home Ownership Center of Greater Dayton

› Example

Lansing, MI Downpayment Assistance Program (DPA)[38]

The City of Lansing Down Payment Assistance Program provides assistance for down payments and reasonable closing costs. The details for the loans are as follows:

- Assistance available for downpayment and reasonable closing costs
- Based on need and is not to exceed $14,999
- Program assistance is provided as a zero-interest loan subordinate to the buyer's first mortgage. The loan amount is forgiven after five years for existing homes and after 20 years for newly constructed homes. Must be primary residence of borrower.

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UTILIZE PUBLIC LAND TO INCENTIVIZE AFFORDABLE AND WORKFORCE DEVELOPMENT

Public land can be valuable in providing subsidy without having to provide cash for housing projects. A reduced sale or lease price on public land can allow projects to pencil while providing leverage for the public sector. Strategies could include bundling properties and offering them for long-term lease whereby all or a portion of the properties must be leased to low- or moderate-income households. Another strategy could include the below-market disposition of parcels for the construction of workforce housing sold to income-eligible households with a deed restriction on them for a certain term to ensure that future buyers are also income-eligible households. The public private structures create opportunities for private and nonprofit developers to lead this work. Keys to successful use of public land involve developing a public land strategy, optimizing the land disposition process, performing due diligence, and entitling the assets prior to disposing of them, and developing outside-the-box financing models to incentivize the development of housing that serves a public purpose.

› Example

Mass Housing Workforce Housing Initiative[40]

This program supports housing with rents affordable to individuals and families with incomes of generally between 60% and 120% of AMI. The program details are as foll as follows:

- Supports housing with rents affordable to individuals and families with incomes of generally between 60% and 120% of AMI
- Provides up to $100,000 of subsidy per workforce housing unit
- Leverages strategic opportunities to use state-owned land
- Complements, does not replace traditional Mass Housing development financing
- Ensures workforce housing units are deed restricted as affordable
- Eligible Projects: Preference for new units; existing projects where unrestricted units become restricted or preservation of affordability

ADAPTIVE MODIFICATION PROGRAM FOR HOMEOWNERS AND LANDLORDS

The older adult population and people with disabilities require adaptive modifications to properties to make them safe and accessible. According to a recent survey by AARP, 70% of adults age 50 and older want to remain in their homes long-term1. Programs that provide grants, loans, or tax incentives for adaptive modification can help provide adaptable, accessible, and mobility housing for these individuals. The City of Jackson promotes the Specially Adapted Housing (SAH) Grant and Special Housing Adaptation (SHA) Grant offered through Veterans Affairs. A local adaptive modification program, in partnership with local hospitals or social service nonprofits could fill a need gap, especially considering Jackson's significant increase in its older adult population. To combat the argument that landlords will have a hard time filling these units after the modifications have been made, Jackson could partner with a service organization that assists the older adult and people with disabilities populations to create a database of individuals interested in these units. Nonprofit intermediaries are partners that can execute rehabilitation loan programs in conjunction with the City.

› Example

Philadelphia, PA Adaptive Modification Program[41]

The Adaptive Modifications Program (AMP) is designed to help low-income individuals with permanent physical disabilities live more independently in their homes. To receive services, applicants must be Philadelphia residents who:

- Have a permanent physical disability
- Are the owner-occupant or have the owner's permission to make modifications
- Live in a property that is structurally sound
- Are current with property taxes, or whose landlord is current with property taxes
- Meet income guidelines

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SHALLOW RENT ASSISTANCE PROGRAM FOR COST-BURDENED TENANTS

There is a population of tenants who are housing cost burdened but not eligible or able to obtain vouchers approximately 1,500 households and require a low or moderate subsidy to afford their housing costs. To respond to this need, some jurisdictions create "shallow rent" assistance programs that can provide this moderate level of subsidy. Such a program could be a good opportunity to seek philanthropic support due to its potential for high impact value, helping households avoid evictions for a lower subsidy cost than traditional vouchers. A partnership with the JHC could be forged to facilitate the distribution of the vouchers. JHC could utilize its existing knowledge and processes for voucher distribution. This could also be an opportunity to use Michigan's Covid Emergency Rental Assistance (CERA) data for renters in Jackson to estimate the potential amount of funding necessary to support such as program.

› Example

Friendship Place Veteran Services Division, Washington DC

Friendship Place's Veterans First program is a leading provider of rapid rehousing and homeless prevention services for veterans and their families in the Washington D.C. metropolitan area. The Shallow subsidy program provides rental assistance to very low-income and extremely low-income veteran households. The program details are as follows:

- [42]Available to eligible veterans earning 30 to 50 percent of the AMI or below for housing within D.C. city limits.
- A 35% flat-rate subsidy is provided to each household based on the fair market rates (FMR) of the unit for a period of two years.
- Participants are required to pay for their rent over the flat subsidy amount, as well as utilities. Participants in the Shallow Subsidy program also receive "light touch" housing-focused case management through the program

These four identified solutions will assist households on the path to home ownership, high need tenants, and the highest need households with rehabilitation needs (older adults and people with disabilities households), and position the City of Jackson so leverage a highly valuable asset – land – that can incentivize partners to engage in affordable housing development at an efficient subsidy level per unit. The AHDB can consider these four programs when disbursing the initial $3.5 million in SLFRF allocated to the Fund and leveraging these programs to access outside and other capital sources.

5.3 Mid to Long-term Solutions (2-5 Years)

The following 16 mid- to long-term solutions ideas can be considered for implementation as the AHDB and other stakeholders consider approaches beyond the immediate use of the SLFRF to meet the needs of Jackson's 10-year housing goals . All of these solutions require collaboration from community groups, lenders, multiple City agencies, philanthropies, nonprofits, and the Jackson community as a whole.

Recommendation	SLFRF Allowable Use	Programmatic Focus Area*
Appraisal Gap Program		Affordable Homeownership
Capital Attraction Strategy		Position for Growth
Coalition of Philanthropic Partners		Partnerships
Community Land Trust		Partnerships
Creation of a Community Development Corporation (CDC)		All Areas, Position for Growth
Creation of a CDFI		All Areas, Position for Growth
Food Access Strategies	✓	Position for Growth
Healthcare Partnership Around Home-Based Health		Supportive Housing

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Recommendation	SLFRF Allowable Use	Programmatic Focus Area*
Housing Accelerator Fund	✓	Partnerships
Housing Bonds		Partnerships
Revenue Source for Housing Trust Fund	✓	Partnerships
Housing Resource Guide		Rental Demand, Position for Growth
Partner with Lenders around Real Estate Owned Reuse		Rehabilitation, Small Multi-Family Preservation
Streamline Disposition Process		Position for Growth
Utilize Partnerships		All Areas, Position for Growth
Zoning Incentives		New Construction (all areas), Position for Growth

State and Local Fiscal Recovery Fund Citations[25]

APPRAISAL GAP PROGRAM TO INCENTIVIZE CONSTRUCTION AND RENOVATION IN WEAKER SUBMARKETS

In some weaker real estate sub-markets, the cost of building and/or renovating is greater than the market price for properties. In this case where there is an "appraisal gap," there is no incentive for developers to invest because they will not be able to cover their costs. Programs supported by the public sector or philanthropies can close this gap and open up market opportunities for investment. These types of programs do not need to utilize grants; rather, there are examples of programs that have provided necessary financial incentive through loans and creative partnerships with affordable housing operators who can hold and lease properties until the market shifts to the point that the homes are no longer underwater. Importantly, such a public-private partnership program can be much more cost-efficient than the City rehabilitating homes itself and can save the City significant time, funds, and effort.

HOUSING ACCELERATOR FUND IN PARTNERSHIP WITH LOCAL FINANCIAL INSTITUTIONS

An increasing number of cities are setting up "housing accelerator funds" in order to provide alternative sources of capital for affordable housing projects. A typical structure for these funds is to utilize a modest investment of public dollars as a loan-loss reserve, which is not expended except in cases where the fund takes a loss on a loan. These public dollars can leverage private investment from commercial banks. Accelerator funds are sometimes operated by CDFIs and sometimes also utilize philanthropic capital layered to reduce the ultimate cost and the flexibility of the terms to borrowers. This could be an opportunity for large local employers to invest and receive positive visibility associated with the Fund.

COALITION OF PHILANTHROPIC PARTNERS TO BUILD A PLACE-BASED INVESTMENT VEHICLE

A proven strategy for maximizing the impact of philanthropic and private capital is to build a coalition around a shared reinvestment vision with an investment vehicle that provides predictability, confidence, and greater impact than any one investor working alone. Sometimes called "collective philanthropy," this model can help finance larger initiatives and ease the burden of the public sector. Well-organized local philanthropic communities can be a powerful tool for attracting national philanthropies. This could also be a good opportunity for participation from local businesses. The efforts around Jackson's Choice Neighborhoods Grant planning process could lay the groundwork for attracting philanthropic interest and investment.

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HOUSING BONDS TO SUPPLEMENT EXISTING REVENUE SOURCES

Cities and states frequently issue municipal debt to finance infrastructure investments. Some have adopted the case that housing is infrastructure and may be financed in a similar manner. States regularly finance affordable housing out of their federally allocated volume cap of private activity bonds. In addition, however, local government entities can issue general obligation or revenue bonds to finance housing-related programs and activities. Unfortunately, interest rates are rising, though yields on municipal debt are still relatively low. Some cities use municipal debt to finance housing production or preservation as well as programs for home loans, basic system repair grants, down payment assistance, and an array of other uses. Sometimes debt issuance can be justified by an increase in some tax or fee or through introduction of a new revenue source. For example, in November 2020, The City of Raleigh, NC approved a housing bond that will generate $80 million in funding to sustain and create affordable housing development from 2021 to 2026.[26] So far, the bond proceeds have been used to help support the development of transitional and affordable rental housing, create a bus rapid transit program, and partner with a nonprofit to produce units for households exiting homelessness.

STABLE REVENUE SOURCE FOR HOUSING TRUST FUND

Housing trust funds are one of the most valuable local sources of support for housing development and programs and can be important to supplement federal entitlement funds with less restrictive dollars. It is challenging to budget, however, if housing trust funds are based on one-time or highly variable revenue sources. Many jurisdictions direct funds from recording fees or other similar funding sources.

CAPITAL ATTRACTION STRATEGY AND PROSPECTUS FOR MUNICIPALITY

The concept of a city creating an “investment prospectus” gained popularity after the introduction of Qualified Opportunity Zones in 2017, spurring smaller cities to seek a competitive advantage over larger cities with the same tax advantage. Buffalo-Niagara, NY was an early adopter of the investment prospectus concept to boost the visibility of their cities and to promote investment opportunities.[27] A prospectus and investor strategy is a smart idea for cities, independent of the Opportunity Zones program.

COMMUNITY LAND TRUST

Community land trusts are legal entities that hold land assets and ensure that homes built retain long-term affordability enforced through the underlying ground covenants. It can be challenging and clumsy to enforce long-term affordability through individual mortgages and land use restrictive agreements (LURAs). Adapted from land trusts used to preserve open space, when implemented well, land trusts provide more stable and consistent legal protections. In addition, some land trusts provide opportunities for residents to participate in the entity’s activities and decision-making. There are currently over 200 community land trusts in the U.S.[28]

ENHANCE AND STREAMLINE THE LAND DISPOSITION PROCESS

Jackson has a very valuable resource in its public land and property assets. The City should be commended for putting its inventory list online and soliciting offers on its properties. The City could take this to the next level to ensure the maximum impact from its public assets. Efforts could include creating a strategic plan around public land disposition, proactively seeking opportunities to amicably acquire neighboring properties to bundle and create larger assemblages, and adopting a technology solution and user-friendly interface to streamline and manage the process flow for ease of the City and prospective bidders alike. Part of the success of a land disposition process relies on having a well-integrated software solution that supports the process.

ZONING AND DEVELOPMENT INCENTIVES FOR AFFORDABLE HOUSING SET ASIDE

Many cities have zoning or other public incentives for providing affordable housing or investing in a fee-in-lieu fund. Jackson is a relatively low-density city, so density bonus may not be the right incentive, but there are other options. For example, a Transfer of Development Rights (TDR) program can move the right to build a house or development property to an alternate location where development is encouraged. This technique can be used to spur development in under-developed areas such as the south side of Jackson.

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PARTNERSHIPS WITH LENDERS AROUND REO REUSE STRATEGY

Real estate owned (REO) assets can be utilized as affordable homeownership opportunities through strategic partnerships with lenders and mortgage holders. One approach could include establishing an entity that a lender agrees to provide right of first refusal on REO assets. This kind of effort can be enhanced through the existence of a community land trust. A strategic partnership with one or more lenders could help distressed homeowners avoid foreclosure, and in cases where properties are owned by the bank, they could be directed to a pipeline of potential first-time buyers who are participating in a publicly supported homebuyer assistance program.

HOUSING RESOURCE GUIDE

A housing resource guide that lists available housing programs and resources offered by the public sector and nonprofit partners can be created to assist residents in learning about and identifying all available affordable housing assistance. This can be a low-effort initiative with potentially high impact in serving constituents. It can also build trusted relationships with local groups who are involved in distributing the guide and informing constituents about the programs.

HEALTHCARE PARTNERSHIPS TO ATTRACT PRIVATE INVESTMENT INTO REMEDIATING HOME-BASED HEALTH TRIGGERS

Across the U.S., hospitals and health systems are increasingly realizing the importance of investing in social determinants of health initiatives, such as remediating home-based health triggers that can lead to emergency room visits for conditions such as asthma. In Cleveland, the Cleveland Clinic provided $50 million over five years to the Lead Safe Cleveland Coalition, a public-private partnership founded to address lead poisoning in Cleveland children.[29] In Philadelphia, the Children's Hospital of Philadelphia contributed $4 million to the Healthier Together Initiative, which funded the Community Asthma Prevention Program and partnered with a local nonprofit to complete repairs in patients' homes and reduce the severity of asthma triggers in the home.[30]

ADDITIONAL PLACE-BASED COMMUNITY-DRIVEN PLANNING PROCESSES

The existing MLK Corridor Improvement Authority and associated process and mission is a good example of the City and community stakeholders working together to revitalize a neighborhood. The City can build of this momentum, the utilization of the tax-increment financing (TIF) district, and the existing framework to encourage development in nearby neighborhoods or duplicate this process in other parts of Jackson. Such place-based efforts can go a long way to building trust and empowering and engaging local stakeholders.

LONG-TERM AND SHORT-TERM FOOD ACCESS STRATEGIES

While not directly about housing, food access is a core need relating to family health and neighborhood stability. Food access is frequently intertwined with housing strategy, and so the project team decided to include it here. Most of Jackson is considered a food desert, according to the U.S. Department of Agriculture (USDA). USDA defines "food deserts" as "low-income and low-access" urban neighborhoods without ready access to fresh, healthy, and affordable food within one mile. This is particularly true of the southern portion of the MLK Corridor, as well as the northeast portion of the city where a relatively high number of households (15.6% and 17.5%, respectively) lack a vehicle while living more than one mile from a supermarket. The City of Jackson recently approved corridor improvement funds, $4.5 million to the MLK Corridor Improvement Authority, that will focus specifically on the development of a grocery store, as well as for business assistance program. Grocery stores are ideal projects for a variety of subsidy programs like New Markets Tax Credits (NMTC) that specifically include food access as an eligible community outcome. Mobile grocery units are a way of getting fresh and affordable food into neighborhoods without bringing in a physical brick-and-mortar business. Two examples are the Twin Cities Mobile Market[31] and the Hunger Task Force Mobile Market,[32] which operate in the Milwaukee, WI area.

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SUPPORT THE CREATION OF A COMMUNITY DEVELOPMENT CORPORATION

Community development corporations (CDCs) are critical entities in many cities for providing affordable housing and community-based programs, serving as conduits for public and philanthropic funds. CDCs are frequently nonprofit organizations that are created to support and revitalize communities, especially those that are impoverished or struggling. CDCs often deal with the development of affordable housing and provide other supports to residents and community members, such as job training, financial literacy, and serving as service hub. The creation of a CDC in Jackson does not need to be led by the City; rather, it could be spearheaded by a local community group, a philanthropy, or a religious or secular institution. The Michigan Community Development Association is a trade association for CDCs in the state that provides training and hosts an annual conference.

SUPPORT THE CREATION OF A CDFI

CDFIs are financial intermediaries with community development as their primary mission and that are certified by Treasury. Certified CDFIs are eligible to apply for awards through a variety of programs offered by Treasury to receive funds that can be loaned at flexible terms or used to backstop other sources of capital. These awards enable CDFIs to finance a wide range of activities—including mortgage lending for first-time homebuyers, flexible underwriting for community facilities, and commercial loans for businesses in low-income areas. A number of cities have partnerships with CDFIs to leverage public land and resources for the production and preservation of affordable housing. As mentioned above, America 1 Credit Union is a newly established CDFI in Jackson and a key potential partner in many of the solutions discussed. There may be room for the formation of additional similar organizations and to support the growth of America 1 Credit Union.

UTILIZE PARTNERSHIPS AND TOOLS UNRELATED TO HOUSING, BUT THAT COULD SUPPORT CONNECTING CONSTITUENTS WITH HOUSING RESOURCES

Tools not specifically focused on housing can help connect constituents with housing units and programs in valuable ways. For example, United Way of Jackson County's CareHub connects health care patients with help for other needs they may have—food security, housing, transportation, legal, education, employment, and more. The tool appears to be an effective avenue for reaching constituents in need of other services. Integrating more housing programs into this tool and seeking other similar efforts could increase the ability to reach a broader range of households in need of assistance.

Next Steps

The AHDB, with this Strategy, has information to quickly leverage the SLFRF and most immediate needs while considering a 10-year housing strategy and how to marshal resources and partners to address housing needs in Jackson. To implement the long-term solutions, implementation steps to consider include:

- Adopt a 10-year housing goal
- Align the AHDB and key stakeholders, including funders and local community members, around goals and key programs of interest
- Perform additional research and program sizing
- Establish program design and organizational partners
- Determine implementation technology
- Engage stakeholders and communities around program ideas and outreach methods
- Seek and develop initial funds required
- Develop compliance procedures, standard operating procedures, and governing operations for partner organizations
- Develop program goals and key performance indicators
- Create plan for marketing and outreach and program evaluation

This Strategy provides key tools and information to begin the process of addressing housing needs for Jackson.

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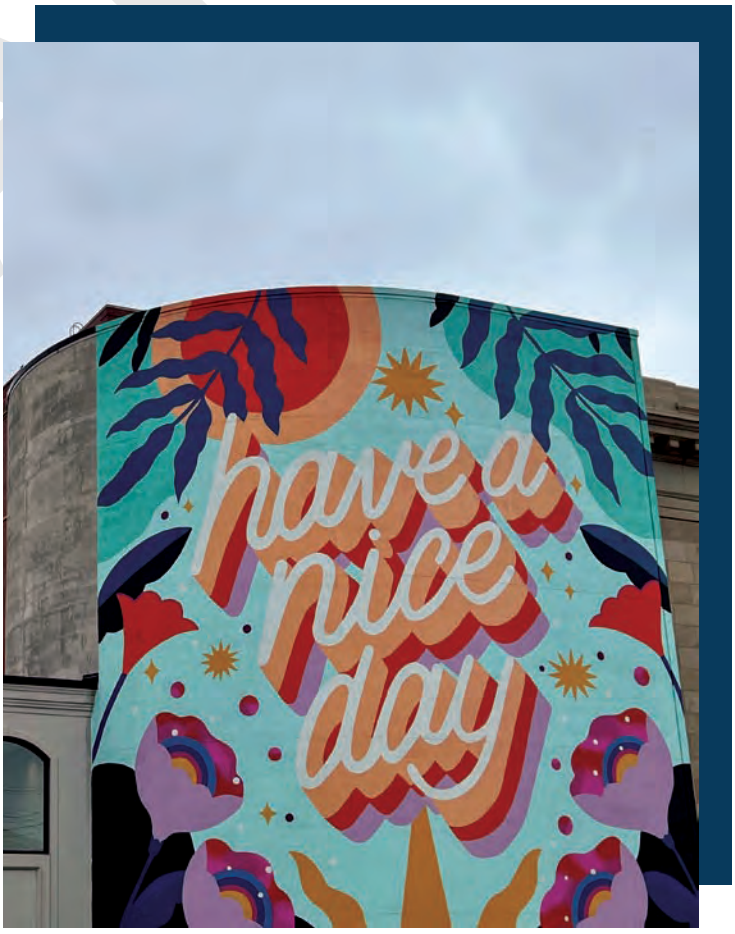
6 CONCLUSION

The City of Jackson is poised to implement targeted strategies to address specific housing needs by leveraging federal funds and engaging a broad group of public, private, nonprofit, and philanthropic stakeholders. The City and the AHDB should be applauded for requesting this Strategy. Taking the time to evaluate data and establish accurate and locally driven need requires patience and leadership. Jackson has demonstrated leadership on this issue by taking an approach that is thoughtful, delivering and data-informed to consider a long-term and meaningful roadmap. The need is meaningful, with 32% of the Jackson population facing housing cost burden, 30% of renter households facing an extreme cost burden, and an aging housing stock. This is compounded by national trends squeezing affordable housing development with rising construction costs and already scarce public resources spread thin. There is a need for deeper partnerships required to fund and implement effective programs and match programs and services to community needs.

Analysis of future trends shows a steady population and housing need expanding in several key areas—an increase in family size and an increase in the older adult population. These trends, along with needs identified, point toward specific efforts to:

- Rehabilitate homes to improve housing quality and meet household preferences
- Increase affordable homeownership
- Enhance and increase supportive housing for a growing senior population and people with disabilities
- Address rental demand
- Provide tenant support
- Preserve of small multi-family properties, and
- Position Jackson for growth

Adopting a targeted housing goal and approach to preserve or create 4,500 units of housing over 10 years will meaningfully address the need on a scale that is specific to Jackson. The short-term solutions highlighted here—first time-homebuyer program, shallow rent assistance, a public land strategy, and adaptive modification program—are eligible for SLFRF, will meet the current and future housing needs, and may be led and contributed to by a variety of stakeholders. Jackson's local leadership has already taken the first step by acting to produce this Strategy and to shape an initial public investment of $3.5 million in programs that will be most meaningful to meet local needs. By focusing on the key programmatic focus areas identified in this Strategy and committing the community and outside stakeholders to 10-year housing targets, Jackson can make strides toward providing quality housing for all of its citizens, and tackling the longer-term housing needs with locally tailored solutions in partnership with stakeholders across sectors. Addressing these daunting housing stability challenges will not be easy, but with a data-informed estimate of needs and program approaches designed to address that need, Jackson is well positioned to move forward.



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CITY OF JACKSON

AFFORDABLE HOUSING DEVELOPMENT BOARD

Housing Investment Proposal

March 2023 (revised)

JACKSON
Founded 1829

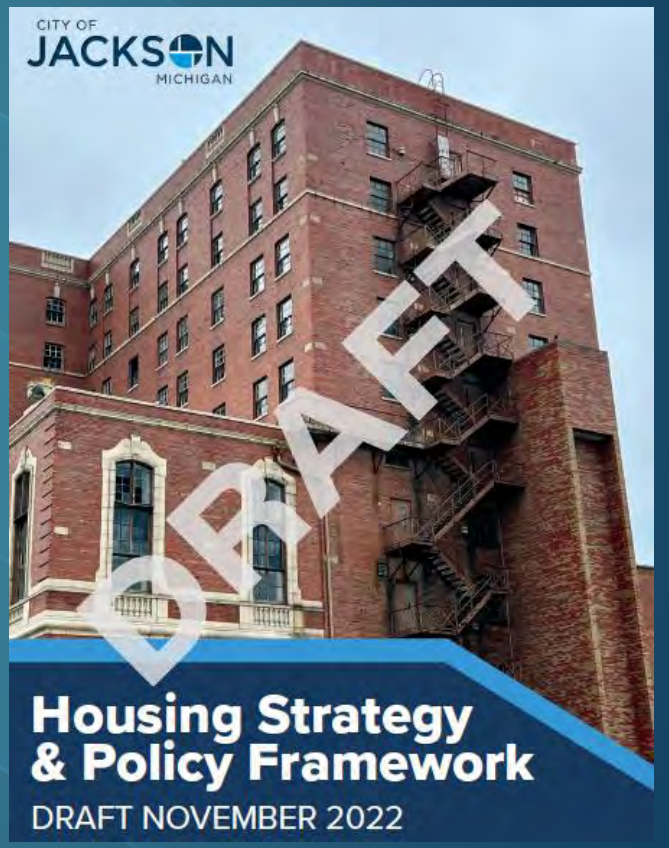
AFFORDABLE HOUSING DEVELOPMENT BOARD

- Created by Jackson City Council action on November 9, 2021
- Original financial allocation for this work: $3.5 million
- Funds allocated to date: $181,715 (Guidehouse) + $8,174 (admin.) = ~**$190,000**
- Funds must be obligated by 12/31/2024, and expended by 12/31/2026

"The intent of the Board is to promote the health, safety and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council, to propose remedies on the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing; to stimulate the production and preservation of owner-occupied and non-owner occupied housing available to low income individuals or families; and to optimize benefits available to low and moderate-income residents by incentivizing affordable residential housing projects within the City of Jackson."

HOUSING STRATEGY & POLICY FRAMEWORK

- Created by Guidehouse and presented to the Affordable Housing Development Board (AHDB) in November 2022
- Comprehensive, data-driven analysis of Jackson's current and future housing needs
- Recommends 1,500 new units + 3,000 preserved units (4,500 total) over the next TEN years
- Suggested short-term solutions include **1st time homebuyer program**, shallow rent assistance, **public land strategy**, & adaptive modification program
- "Median age of Jackson housing = 81 years (double the national average). 34% of households report at least one housing concern. It is generally beneficial to preserve an existing unit of housing by making improvements." *--Guidehouse report, page 26*



JACKSON'S HOUSING OUTLOOK

- City of Jackson used federal TARP (Troubled Assets Relief Program) funds, combined with other funds, for large-scale demolition program
- Demolition of blighted properties continues with federal Community Development Block Grant (CDBG) funds and general demolition funds
- City currently owns ~600 buildable, residential lots
- Guidehouse Housing Strategy & Policy Framework recommends the construction of **1,500 new units**
- City leaders and staff are busy working with developers, financial institutions, and community groups, with a focus on new construction and rehabilitation of existing structures
- City staff recommend a multi-layered approach to make a significant impact in Jackson for decades to come

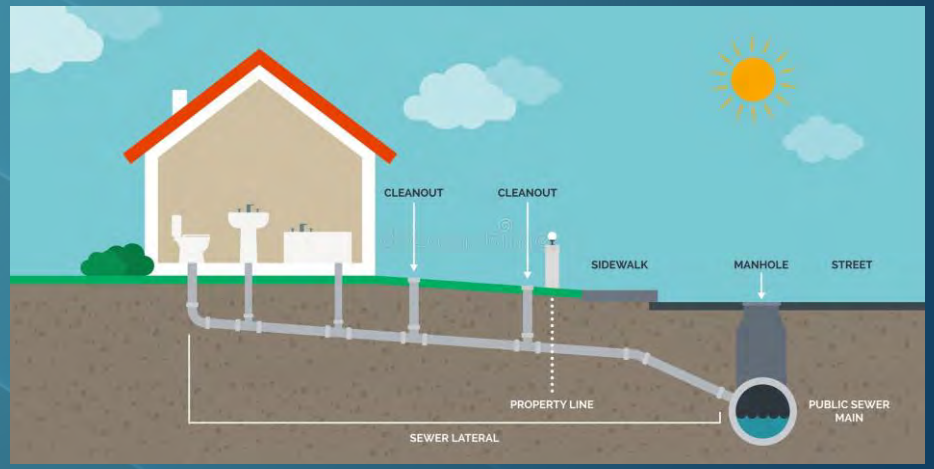
PREVIOUS PRESENTATION HIGHLIGHTS: *HOMEOWNER & DEVELOPER ASSISTANCE*

Previous funding recommendation:

- Rehabilitation Program $500,000
- Water/sewer hookups $300,000
- Developer soft-costs $500,000
- Down payment assistance $1,000,000

Limitations

- No support for landlords/renters
- Complex developer assistance
- Support for FEWER new homes
- Barriers to participation in Rehabilitation program



CURRENT HOMEOWNER REHABILITATION PROGRAM

- Current City of Jackson program, managed by the Community Development Department
- For City residents in owner-occupied properties, earning 80% or less of the Area Median Income (AMI)

Number of Persons in Household							
1	2	3	4	5	6	7	8
$40,600	$46,400	$52,200	$58,000	$62,650	$67,300	$71,950	$76,600

- 0% interest loan/grant program with minimal, income-based monthly payments. Remaining loan balance forgiven after 5 years
- For emergency hazard repairs and/or major home component replacements: roof, gutters, water heaters, furnaces, plumbing/electrical, sewer, foundation
- Designed to keep people in their homes. Maximum funding = $25,000 per property
- **17 + projects** funded in 2021-2022
- Current funding (CDBG): $250,000 annually
- Denied/paused 24 programs in 2021-2022

Over-income: 4
Non-resident: 1
Unresponsive: 10
Non-owner occupied: 2
Unpaid taxes/utilities: 5
Unpaid loan balance: 2

EXPANDED REHABILITATION PROGRAM

- Owner-occupied AND non-owner occupied
- Would include "exterior envelope" improvements: windows, doors, siding
- $25,000 cap still in effect
- Same general program qualifications as current rehabilitation program
- Would include assistance for back-owed property taxes and utilities (incurred after March 2021)
- Non owner-occupied assistance would require rent freeze for 3-5 years (maintains affordability)
- Recommended funding from AHDB funds: **$500,000**

NEW HOME CONSTRUCTION OPPORTUNITIES

- ~600 empty, buildable, City-owned lots
- Numerous developers are ready to begin construction on vacant City lots (~$300/lot sales price)
- Developers have a necessary return on investment (ROI), and making building in Jackson attractive increases their desire to partner with us
- The City is ready to help: water/sewer, curb cuts, street trees, streamlined plan/zoning review
- Numerous banks are ready to help with mortgages
- Home ownership leads to prosperity and generational wealth, and can transform the lives of many Jackson families

DISCOUNT HOMEBUILDING PROGRAM (PART 1)

- 2-3 pre-approved elevations (2 story, 3 bed/2 bath)
- Basement, shed, quality construction
- Eligible families could earn up to 80% or less AMI
- 10-year affordability period
    - Maintain ownership for 10 years = ZERO assistance repayment
    - Sell before 10 year mark = full repayment of assistance (but can retain any net proceeds above/beyond original incentive)
- Ability to build up to 100 new homes
- City of Jackson pays the building costs directly to developers, helping keep costs down
- Allows for single-lot construction or multi-lot neighborhood revitalization

DISCOUNT HOMEBUILDING PROGRAM (PART 2)

- Keeping it affordable:
  - Negotiated cost per unit: $175,000 (City funded)
  - Discounted price for qualified partner organization: $150,000
  - "Discount" covered by AHDB funds ($25,000) = developer profit
  - Home conveyed to qualified buyer
- Other incentives that can help
  - MSHDA down-payment assistance: $7,500
  - Other qualified partner down-payment contribution: ??
  - Property tax assistance: taxable value set by discounted price, less any additional incentives (DP assistance, etc), decreasing property tax burden on owners until uncapped at time of future sale
- RFP process to find qualified partner organization
- Recommended funding from AHDB funds: **$2,500,000**

MULTI-LAYERED AFFORDABLE HOUSING SUPPORT

- Would provide assistance to multiple groups with varied programs
- Big & bold: will make a HUGE difference for Jackson residents now, and in the future
- Meets the recommendations of the Guidehouse Housing Strategy & Policy Framework
- Supports owner-occupied and non owner-occupied properties
- All pieces together form a complete package of support
  - Expanded Homeowner Rehabilitation Program $500,000
  - Discount Homebuilding Program $2,500,000
  - Administration Costs $310,000

TOTAL ALLOCATION $3,310,000

QUESTIONS ?

Cory L. Mays

City of Jackson Grant Coordinator

cmays@cityofjackson.org

(517) 768-6461

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 Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: March 21, 2023 City Council Meeting

SUBJECT: **Approve an Agreement for Sale of Real Estate between the City of Jackson and Jackson Public Schools for the TA Wilson School Site.**

RECOMMENDATION: **APPROVE an Agreement for Sale of Real Estate between the City of Jackson and Jackson Public Schools for the TA Wilson School Site, and Authorize the City Attorney to Make Minor Changes to Effectuate the Agreement**

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: March 21, 2023 City Council Meeting

RECOMMENDATION: **Approve an Agreement for Sale of Real Estate Between the City of Jackson and Jackson Public Schools for the TA Wilson School Site, and Authorize the City Attorney to Make Minor Changes to Effectuate the Agreement.**

SUMMARY

The attached Agreement for Sale of Real Estate involves the purchase of the TA Wilson School site at 302 W. Morrell Street from Jackson Public Schools (JPS) for a purchase price of $150,000. The property will be purchased with American Rescue Plan Act (ARPA) funds received by the City and previously allocated by City Council to address housing insecurity and options to address homelessness.

HISTORY, BACKGROUND AND DISCUSSION

As Council will recall, the purchase of the TA Wilson School was discussed at the December 20, 2022 City Council meeting. Council directed staff to explore a potential purchase of the site as part of an overall plan to address housing insecurity in the City and further provide potential options for a shelter/warming center and temporary housing. Subsequent discussions by and between Manager Greene and JPS Superintendent Beal have resulted in the attached proposed purchase agreement, which now includes (in paragraph 11) the City agreeing to the installation of street lights along the south side of Wildwood Avenue near Jackson High School by September of 2023. If approved by City Council (and similarly authorized for execution by the JPS School Board at its March meeting), the City and JPS would close on the purchase prior to April 14, 2023.

POSITION

It is recommended that Council approve the attached Agreement for Sale of Real Estate and authorize the City Attorney to make minor changes, as necessary, to effectuate the Agreement.

ATTACHMENTS: Agreement for Sale of Real Estate

AGREEMENT FOR SALE OF REAL ESTATE
(TA Wilson School Site)

THIS AGREEMENT is entered into on March ___, 2023 (the "Effective Date"), between the **JACKSON PUBLIC SCHOOLS**, a Michigan public school corporation, whose address is 522 Wildwood, Jackson, Michigan 49202 (the "Seller"), and the **CITY OF JACKSON**, a Michigan municipal corporation, whose address is 161 West Michigan Avenue, Jackson, Michigan 49201 (the "Purchaser").

THE PARTIES AGREE AS FOLLOWS:

1. **SALE AND PRICE.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the real property commonly known as the TA Wilson School Site, said property being located at 302 W. Morrell Street, Jackson, Michigan 49203 (the "Property"), for a price of One Hundred Fifty Thousand and 00/100 ($150,000.00) Dollars (the "Purchase Price"), subject to existing building and use restrictions, easements and zoning ordinances, and on the additional terms and conditions as set forth in this Agreement. The Property is legally described on Exhibit A. At the Closing, in addition to the Property, Seller shall convey to Purchaser the personal property located on the Property.

2. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid, in full, at the Closing by check or federal wire transfer. Following receipt of the Purchase Price, Seller shall execute and deliver to Purchaser of a Covenant Deed in form acceptable to Purchaser conveying marketable title to the Property, and any other documents Purchaser may reasonably request.

3. **EVIDENCE OF TITLE.** Within two (2) days of the Effective Date, Seller shall, as evidence of title, deliver to Purchaser, a commitment for an owners' policy of title insurance

through American Title Company of Jackson ("Title Company"), insuring Purchaser's title to the Property, subject only to standard exceptions, in the full amount of the Purchase Price ("Title Commitment"). If the Title Commitment discloses that the title to the Property cannot be conveyed in the condition required by this Agreement or if Purchaser shall otherwise object to a matter of title, Seller shall have thirty (30) days to remedy the title defects. If Seller fails to remedy the defects, this Agreement may, at the option of Purchaser, be terminated. At Closing, Seller shall pay all costs and premiums charged to the Title Company for the issuance of the Title Commitment and the Title Policy.

4. **CONDITIONS PRECEDENT.**

A. **Seller Conditions Precedent.** The obligation of Seller to close and sell the Property is subject to the following conditions precedent:

(1) All representations and warranties made by Purchaser in this Agreement are true as of the date of Closing.

(2) Purchaser shall perform and comply with all of its obligations under this Agreement by the Closing (to the extent such obligations are required to be performed prior to Closing).

(3) No action or proceeding to restrain, prohibit or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies or liens shall be filed or in effect regarding the transaction contemplated by this Agreement or the Property.

(4) This Agreement and the transaction described herein shall have been approved by the Jackson Public Schools Board of Education.

Seller may cancel this Agreement by notice in writing to the Purchaser at any time prior to the Closing if one or more of the foregoing conditions precedent have not been satisfied or waived by Seller.

B. **Purchaser Conditions Precedent.** The obligations of Purchaser to close and purchase the Property are subject to the following conditions precedent:

(1) All representations and warranties made by Seller in this Agreement are true as of the Closing.

(2) Seller shall perform and comply with all of its obligations under this Agreement by the Closing (to the extent such obligations are required to be performed prior to Closing).

(3) There shall be no material adverse change in the Property and no encumbrance on the title to the Property from the date of this Agreement to the date of the Closing.

(4) No action or proceeding to restrain, prohibit or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies or liens shall be filed or in effect regarding the transaction contemplated by this Agreement or the Property,

(5) Purchaser shall have completed an environmental audit of the Property ("Audit") and other tests, studies, investigations and examinations ("Inspections") of the Property on or before March 31, 2023 (the "Inspection Period"), as Purchaser deems advisable, the results of which Audit and such Inspections must be satisfactory to Purchaser in its sole discretion. If Purchaser is not so satisfied it may terminate this Agreement by delivery of written notice to Seller on or before the expiration of the Inspection Period.

5. **ASSIGNABILITY.** Any assignment by a party of this Agreement or its rights hereunder shall require the consent of the other parties, which consent shall not be unreasonably withheld. Any assignee shall be bound by the terms of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES.**

A. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that:

(1) **Power to Make Agreement.** They have the power to make, deliver and perform this Agreement, to acquire the Property and to enter into and perform its obligations in accordance with the terms and conditions of this Agreement and have taken or will take prior to Closing all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

(2) **Lack of Legal Impediments.** To the best of Purchaser's knowledge, the execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, and will not violate any provisions of, or constitute a default under, any agreement or contract to which they are a party.

(3) **Legal Operation.** They are, to the best of their knowledge, in compliance with all existing laws and regulations applicable to them, the violation of which would materially adversely affect their ability to fulfill their obligations under this Agreement.

(4) **Litigation.** As of the date of this Agreement, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to their knowledge, is any such litigation or proceeding presently threatened overtly, against them or any of their property, that, if adversely determined, would materially affect their ability to fulfill their obligations under this Agreement.

B. To induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that:

(1) **Organization and Qualification.** It is a duly organized Michigan public school corporation, validly existing and in good standing under the laws of the State of Michigan and it has full power and authority to carry on its business as it is now being conducted.

(2) **Power to Make Agreement.** It has the power to make, deliver and perform this Agreement, to convey the Property and to enter into and perform its obligations in accordance with the terms and conditions of this Agreement and has taken or will take prior to Closing all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

(3) **Lack of Legal Impediments.** To the best of Seller's knowledge, the execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, or any provision of Seller's policies and will not violate any provisions of, or constitute a default under, any agreement or contract to which it is a party.

(4) **Litigation.** As of the date of this Agreement, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to its knowledge, is any such litigation or proceeding presently threatened overtly, against it or any of its property, that, if adversely determined, would materially affect its ability to fulfill its obligations under this Agreement.

C. Each party agrees to fully disclose to the other party any changes in facts, assumptions or circumstances of which they become aware between the date of this Agreement and the Closing and which affect the representations and warranties set forth above.

7. **SITE INVESTIGATION.** Purchaser shall have the right to conduct a site investigation of the Property during the Inspection Period. The right to conduct a site investigation shall include the right of Purchaser and Purchaser's employees, agents and contractors to enter upon any portion of the Property from time to time to take measurements, make inspections, make boundary and topographical survey maps, and to conduct geotechnical, environmental, wetland, woodland and other tests and studies of the Property. No such site investigation shall constitute a waiver or relinquishment on the part of Purchaser of its rights under any covenant, condition, representation or warranty of Seller in this Agreement. Purchaser shall pay the cost of performing any measurements, inspections or tests performed on the Property by or on behalf of Purchaser. Purchaser shall indemnify and hold Seller harmless from and against any and all claims and liens arising out of its site investigation of the Property. If this Agreement is cancelled or if the Closing does not occur as provided in this Agreement, Purchaser shall restore any affected portions of the Property to substantially the condition in which such areas existed before Purchaser's entry.

8. **DEFAULTS/REMEDIES.** A default of this Agreement shall occur if either party fails to comply with any of the terms and conditions of this Agreement and fails to cure such failure within fifteen (15) days after written notice by the other party detailing such failure or, in the case of a failure that cannot reasonably be cured within fifteen (15) days, fails to diligently pursue and complete correction of such failure within a reasonable period of time. If Purchaser defaults (and fails to cure as provided for herein), Seller's sole remedy shall be to retain from Purchaser, the Deposit, as liquidated damages. If Seller defaults (and fails to cure as provided for herein), Purchaser shall be entitled to (i) terminate the Agreement and receive a refund of the Deposit; or (ii) compel specific performance.

9. **REAL ESTATE BROKER.** Seller and Purchaser have not dealt with any brokers or finders in connection with the transaction contemplated by this Agreement. To the extent a commission or fee is claimed by any individual or entity as a result of its contacts with a party to this Agreement, that party against and through whom the commission or fee is claimed shall indemnify the other party and be responsible for the payment of all costs of defending that claim, and to the extent it is to be paid, the liability for the payment of that commission or fee.

10. **NOTICES.**

A. **Addresses.** Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, or mailed by registered or certified first-class mail, return receipt requested, or sent via nationally recognized overnight courier delivery service for next business day delivery, addressed as follows:

If to Seller, to:

Mr. Jeffrey E. Beal, Superintendent

JACKSON PUBLIC SCHOOLS
522 Wildwood
Jackson, MI 49202

With a copy to:

Brendon R. Beer, Esq.
ABBOTT, THOMSON, MAULDIN,
PARKER, BEER & LINDSEY, PLC
405 S. Jackson Street, P.O. Box 450
Jackson, MI 49204-0450

If to Purchaser, to:

City of Jackson
Attn: Jonathan Greene, City Manager
161 West Michigan Avenue, 14th Floor
Jackson, Michigan 49201

With a copy to:

City of Jackson
Attn: Matthew Hagerty, City Attorney
161 West Michigan Avenue, 12th Floor
Jackson, Michigan 49201

B. **Date of Notice.** All Notices shall be deemed given when hand-delivered or, if mailed, on the day that is two (2) business days following the day of mailing, or, if sent via overnight courier (in the manner set forth above) on the day deposited with such overnight courier. Any party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other party as provided above. An authorized representative of such party must sign any Notice given by a party hereunder.

11. INSTALLATION OF STREET LIGHTING. In addition to the Purchase Price, as additional consideration for the Property, the City of Jackson hereby agrees to install street lighting on the south side of Wildwood Avenue in the vicinity of Jackson High School. The street lighting to be installed shall be located on every other utility pole on the south side of Wildwood

Avenue, and shall be comprised of no less than nine (9) fully operational streetlights. The City of Jackson shall complete installation of the streetlights on or before September 1, 2023.

12. **MISCELLANEOUS.**

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

B. **Entire Agreement.** This Agreement, including the exhibits which are attached hereto and which are made a part of this Agreement, contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and agreements are merged herein. No modification of this Agreement shall be valid unless it is in writing and signed by the authorized representatives of all parties and approved by Seller's Board of Education.

C. **Terminology.** Unless the context otherwise expressly requires, the words “herein”, “hereof” and “hereunder”, and other words of similar import, refer to this Agreement as a whole and not to any particular paragraph or other subdivision.

D. **Covenants and Conditions.** All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though

the words specifically expressing or imparting covenants and conditions were used in each separate term and provision.

E. **Captions.** The headings of the paragraphs and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

F. **Jurisdiction/Venue**. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The parties agree, consent, and submit to the personal jurisdiction of any competent court in Jackson County, Michigan for any action arising out of this Agreement.

G. **Force Majeure.** In the event of enforced delay in the performance by any party of its obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government (other than Seller), acts of the other parties not contemplated hereby, fires, floods, epidemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this paragraph shall, within ten (10) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay.

H. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument.

I. **Singular and Plural, etc.** As used herein, the singular includes the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

J. **Confidentiality.** Subject to the Michigan Open Meetings Act and the Michigan Freedom of Information Act, no party shall issue any press release, release any documents, or in any way communicate the terms, conditions, or subject matter of this Agreement without the express written agreement of the other parties; provided, however, that a party may release documents and/or communicate the terms, conditions and/or subject matter of this Agreement to their respective officers, directors, employees, agents, attorneys, accountants, representatives, and contractors who have an actual need for such documents and/or an actual need to know such terms, conditions and/or subject matter for the purposes contemplated herein.

K. **Acknowledgement of "AS IS" and "WHERE IS" Sale.** Purchaser acknowledges that Seller is making no representations or warranties relative to the condition of the Property or its fitness for Purchaser's intended use. Further, Purchaser hereby acknowledges that by closing on the Property, Purchaser has accepted the Property in its "AS IS" and "WHERE IS" condition, subject to all faults and defects.

L. **Closing.** The Closing shall occur at the Title Company on a date agreed upon by the parties. Notwithstanding the foregoing, the Closing shall occur no later than April 14, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

JACKSON PUBLIC SCHOOLS

By:_____
Jeffrey E. Beal
Its: Superintendent

CITY OF JACKSON

By:_____
Jonathan Greene
Its: City Manager

EXHIBIT A

PROPERTY

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

0567, 0571, 0573 LAND BEG AT INTERS OF N LN OF MORRELL ST WITH W LN OF BLACKSTONE ST TH W ALG N LN OF MORRELL ST TO A PT 410 FT E OF E LN OF FIRST ST TH N 165 FT TH W TO E LN OF EATON WEBSTER & HARWOOD'S ADD TH N ALG E LE OF SD SUB DIV 165 FT TO S LN OF BIDDLE ST TH E ALG S LN OF BIDDLE ST TO W LN OF BLACKSTONE ST TH S ALG W LN OF BLACKSTONE ST TO POB INCLUDING LOTS 1, 2, 3, 4, 5, 6, 7, 8, 11 & 12 & PARTS OF LOTS 9 & 10 & PART OF VACATED MORRELL ST AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B8S R2W

Commonly known as: 302 W. Morrell Street, Jackson, Michigan 49203

Parcel Tax ID#: 4-055600000

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: Jonathan Greene, City Manager

DATE: March 21, 2023

SUBJECT: Award a Contract to R.W. Mercer for the Masonic Temple Buildout in the amount of $774,184, Provide $12,500 for Allowances and a 15% Contingency Fund, and Authorize the City Manager to Execute Potential Change Orders Less than $50,000

Recommendation:

Award a contract to R.W. Mercer for the Masonic Temple Buildout in the amount of $774,184, provide $12,500 for allowances and a 15% contingency fund, and authorize the City Manager to execute potential change orders less than $50,000.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council ward a contract to R.W. Mercer for the Masonic Temple Buildout in the amount of $774,184, provide $12,500 for allowances and a 15% contingency fund, and authorize the City Manager to execute potential change orders less than $50,000.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Community Development Director

DATE: March 21, 2023

RECOMMENDATION: Award a Contract to R.W. Mercer for the Masonic Temple Buildout in the amount of $774,184, Provide $12,500 for Allowances and a 15% Contingency Fund, and Authorize the City Manager to Execute Potential Change Orders Less than $50,000

SUMMARY

Award a contract to R.W. Mercer for the Masonic Temple Buildout in the amount of $774,184, provide $12,500 for allowances and a 15% contingency fund, and authorize the City Manager to execute potential change orders less than $50,000.

BUDGETARY CONSIDERATIONS

The buildout of the Masonic Temple will be financially supported through a portion of the City's American Rescue Plan Act (ARPA) funding. In addition to the bid price of $774,184, City staff further requests the following allowances:

- $5,000 for an awning over the West elevator door as requested by KONE Elevators for added protection from the weather.
- $7,500 for generator power required for elevator testing and installation.

In addition, due to the age of the building and the level of interior demolition needed, staff is also requesting:

- Contingency funding of 15% for potential unknown factors that may be discovered during interior demolition and exposure of concealed building elements.
- Authorization for the City Manager to execute potential change orders less than $50,000 per City Purchasing Guidelines.

Providing the City Manager this authorization will allow the project to proceed timely. Not allowing this authorization could slow or stop the project for a period of time until City Council approves the change order(s). If any change order is needed that exceeds the $50,000 cap, it will be brought to City Council for approval at its first available regular meeting.

HISTORY, BACKGROUND and DISCUSSION

On March 22, 2022, City Council unanimously approved the appropriation of $2.5 million in ARPA funds for the creation of a food incubator, community kitchen, and job training project at 145 W Cortland St (former Masonic Temple). Community Development and Engineering staff immediately began working with Covalle Group Architects on the redesign and use of the Masonic Temple.

On January 31, 2023, the Purchasing Department released a request for bids with the bid opening scheduled for February 21. Two contractors submitted bids as follows:

Contractor	Base Bid Price
Moore Trosper Construction Co.	$746,000
R. W. Mercer Co.	$774,184

DISCUSSION OF THE ISSUE

While on the face of it, Moore Trosper is the low bidder; however, Chief Building Official Brian Taylor and the architect, Jason Covalle, have several concerns outlined below that should be taken into consideration before awarding a contract:

- Request for information on project oversight by full time superintendent forwarded to each bidder:
    - Mercer responded that its bid provided 14 weeks for a full-time working site superintendent
    - Moore Trosper provided for 8 weeks for a superintendent to be on-site “most of the time” but not while elevator company was on-site; would be “stand by” only.
    - Mercer provided additional 6 weeks of project oversight for cost of $16,800 above listed bid of Moore Trosper at 8 weeks of supervision.
    - City Staff and Covalle Group architects do not believe 8 weeks of project oversight is adequate to professionally oversee this large project.
- City staff requested follow up information to be provided no later than March 16, 2023 at 10:00 a.m. Moore Trosper provided limited answers to information and did not submit a full reply by noon for final consideration.
    - Moore Trosper listed in a requested reply to the City they had concerns that the designed elevator could not be installed due to conflicting design elements from KONE’s new construction division and maintenance divisions. When City staff requested confirmation follow up, Moore Trosper simply responded that KONE did not return their phone call.
    - City staff requested clarification on the cost of generated electricity to allow for elevator testing. Mercer estimated the cost between $4,000 and $7,000; Moore Trosper replied it would work with City staff but did not disclose a cost estimate.
- Concerns were raised by the Moore Trosper representative during a pre-bid meeting by stating the work scope of plans was not clearly listed and that the plans lacked information to complete the project. After the meeting, City staff followed up to request specific clarification so it could address any issues; Moore Trosper merely replied it understood the work scope of the project.
- Mercer has familiarity with the structure and completed a similar work scope to install an elevator pit, shaft, and unit during the Jackson School of the Arts building renovation.

- City staff had difficulty working with Moore Trosper on a 2020 project at the Jackson School of the Arts building (former Vermeulen's store) with multiple change order requests. Change orders were requested for minor information they felt was omitted from plans, creating a difficult work environment. Due to the differences in the bids, staff has serious concerns of a similar work environment if Moore Trosper is awarded the contract.

POSITIONS

Requested action is for City Council to:

- Award a contract to R. W. Mercer in the amount of $774,184;
- Provide for $12,500 for an awning and generator power for elevator;
- Provide for contingency funding of 15% to address potential unknown factors; and,
- Authorize the City Manager to execute potential change orders less than $50,000 per City Purchasing Guidelines.

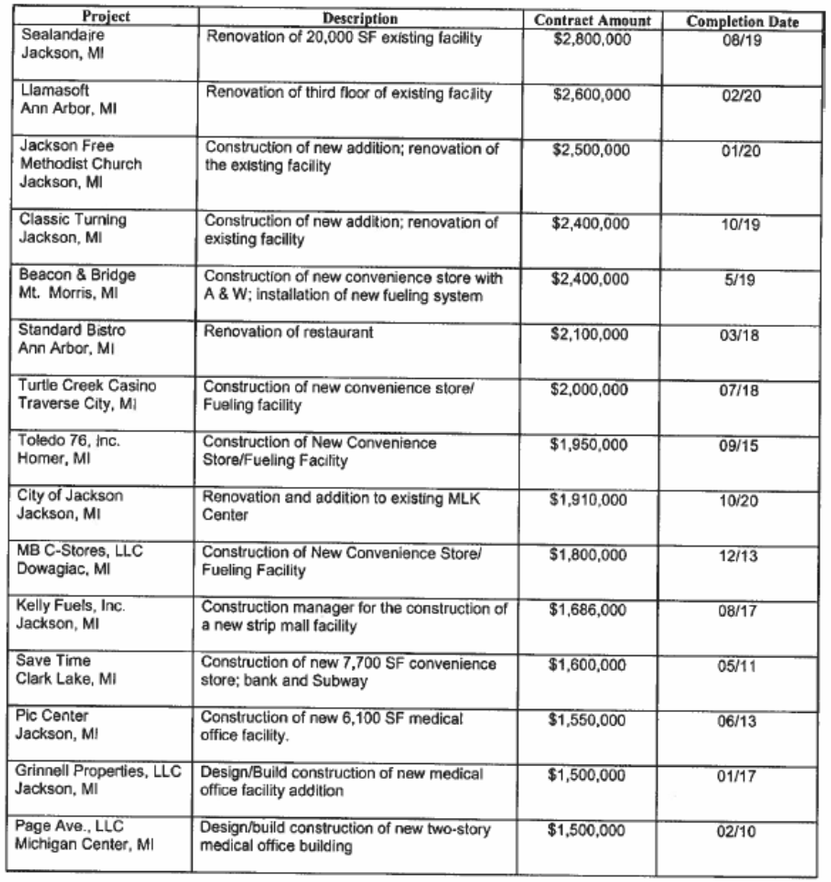
Attachment: Responsible Contractor Ordinance Score Sheet

	RW MERCER	MOORE TROSPER CONSTRUCTION COMPANY
Price (25%)		
A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.		
Submitted Bid:	$774,184.00	$746,000.00
Labor Costs:	$446,840.00	$370,000.00
Materials Costs:	$310,343.00 (Includes Elevator)	$361,000.00
Equipment Costs:	$17,000.00	$15,000.00
Possible Change Orders:	Generator and additional electric work for elevator due to no permanent power.	Potential change orders could be items missed on the plans by the architect or concealed conditions unknown until demolition/construction starts. It is impossible to put a cost on potential change orders without knowing what the change would be.
Corporate Accountability (25%)		
Qualifications of management and supervisory personnel to be assigned by the bidder. **Criteria #18**	All of our project managers have over 20-30 years of experience in the industry, with the majority of them also holding a B.S. in Construction Management from MSU. The City's Building Department can attest to the quality of our management and supervisory personnel.	Specific personnel assigned to this project are TBD, however, Moore Trosper has been in business for 40 years and has a large pool of employees with long term experience in project management and on-site supervision.
References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation. **Criteria #19**	Please see Criteria #18.	Several letters of reference.
Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects. **Criteria #20**	N/A	The table of contents for our ISO 9001: 2015 manual is attached as well as our certification of the same.
Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption. **Criteria #21**	Confirmed.	Moore Trosper affirms that all construction work will proceed economically, efficiently, continuously and without interruption.

	RW MERCER	MOORE TROSPER CONSTRUCTION COMPANY
A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved. **Criteria #22**	Below is a *partial* list of general construction/construction management/design/build projects currently under construction and completed (by volume).	The extra costs in the below projects are not related to Moore Trosper's timeliness, performance, quality of work, extension requests, contractual fines/penalties imposed and have no liens filed or history of claims for extra work or any contract defaults. These are a small representation of projec of comparable size/complexity that we have completed in the last five years.

Project	Description	Contract Amount	Completion Date
Jackson College, Jackson, MI	Construction Manager for the renovation of Whiting Hall and construction of new building addition; LEED Silver project	$21,900,000	05/11
Jackson Public Schools Jackson, MI	Construction Manager for the JPS 2009 Bond Campaign	$16,000,000	05/13
Jackson County ISD Jackson, MI	Construction Manager for the Renovations To Frost Elementary School	$16,000,000	2023
Jackson College Jackson, MI	Construction Manager for the renovation of Bert Walker Hall	$15,000,000	08/16
Napoleon Community Schools, Napoleon, MI	Construction Manager for 2012 bond campaign to renovate high school	$13,000,000	09/14
The 200 Jackson, MI	Construction Manager for the construction of a new apartment complex in downtown Jackson.	$11,800,000	10/20
Omnisource – Michigan Division, Jackson, MI	Construction Manager for new shredder operation and remodeling of existing facilities	$10,800,000	06/05
Tru by Hilton Traverse City, MI	Construction Manager for the construction of a new hotel in Traverse City	$9,700,000	2022
Hannah Hospitality East Lansing, MI	Construction Manager for new Residence Inn in East Lansing	$9,500,000	09/15
Consumers Energy Jackson, MI	Renovation of Jackson Innovation Center	$8,000,000	01/16
Jackson College Jackson, MI	Construction Manager for a 24-suite student dormitory; achieved LEED Gold Certification	$6,680,000	07/09
Lifeways (Jackson Co.) Jackson, MI	Renovation of Existing Facility	$5,500,000	2021
Anesthesia Business Cons. Jackson, MI	Renovation of 60,000 SF facility into new Corporate headquarters	$4,900,000	09/06
City of Jackson Jackson, MI	Construction of new public works facility	$4,600,000	06/20
Consumers Energy Jackson, MI	Renovation of Parnall First Floor	$4,300,000	08/18

YEAR	PROJECT	CLIENT	ORIGINAL CONTRACT	CHANGE ORDERS	FINAL CONTRACT
2021	Chelsea 300-400 Media Center	Clark Construction	475,000	116,304	591,304
2021	F/K Quality Inn Roof Replace	Firekeepers Casino	550,000	107,390	657,390
2021	CE Battle Creek Paving	Consumers Energy - Jackson	704,923	52,915	757,838
2021	F/K EV Charging & Add Parking	Firekeepers Casino	679,720	79,091	758,811
2021	Sault Childcare Renovation	Sault Tribe Chippewa Indians	469,000	18,007	487,007
2020	F/K Hotel Exp.06A GT Constr.	Clark Construction	3,108,100	1,685,560	4,793,660
2020	Cooley Center Renovations	WMU Cooley Law School	665,800	124,428	790,228
2020	Portland - Middle School Reno	Clark Construction	623,613	114,451	738,065
2020	Everett Addition/Renovation	The Christman Company	596,240	38,067	634,307
2020	Delta Mills Church	Delta Mills Methodist Church	428,007	0	428,007
2020	Fulton Schls 2020 Sinking Fund	Weiland Construction	412,300	12,648	424,948
2020	Sault - Lambert Center Reno	Sault Tribe Chippewa Indians	655,000	0	655,000
2020	Chelsea High School Renovation	Clark Construction	460,400	133,254	593,654
2019	Alma College Bruske Hall	Granger Construction Company	682,000	88,930	770,930
2019	Goodwill Mason	Goodwill Industries of CMH	3,375,968	339,979	3,715,947
2019	NHBP Comm Gardens II - Constr	Nottawaseppi Huron Band of Potawatomi	1,022,433	8,097	1,030,530
2019	CE P1-2 Major Systems Upgrades	Consumers Energy - Jackson	3,140,285	410,248	3,550,533
2019	F/K Hotel Expansion Concrete	Clark Construction	1,888,000	359,881	2,247,881
2019	NHBP Pow Wow Grounds Imprv	Nottawaseppi Huron Band of Potawatomi	553,770	55,315	609,085
2019	Consumers Energy JAC Tool Room	Consumers Energy - Jackson	681,525	256,356	937,881
2018	Eastern HS Renovations	The Christman Company	775,400	249,884	1,025,284
2018	Jenison Fieldhouse Renovations	Miller - Davis Company	846,981	144,059	991,040
2018	Bath Schools Concrete	The Christman Company	488,000	137,423	625,423
2018	Wilson Talent Center	Ingham Intermediate	1,475,000	90,469	1,566,469
2018	MSU Cook Hall	The Christman Company	563,877	125,208	689,085
2018	Ingham County Animal Shelter	Granger Construction Company	755,406	36,783	792,189
2018	NHBP Community Greenhouse	Nottawaseppi Huron Band of Potawatomi	1,142,811	(11,057)	1,131,754
2018	MSU COL Elevators 1 & 2	Michigan State University	523,459	0	523,459
2018	IHM Multi Purpose Building	Immac. Heart of Mary Church	1,437,546	85,606	1,523,152
2018	Martin Luther HS Conversion	Martin Luther High School	767,870	(6,493)	761,377
2018	MI Law Enforcement Memorial	State of Michigan	1,065,000	0	1,065,000
2018	Owosso Elementary Concrete	Clark Construction	435,800	136,931	572,731
2018	F/K Porte Cochere & Vestibule	Firekeepers Casino	2,724,624	228,071	2,952,695
2017	ELM Water Standby Power System	E.L. Meridian Water/Sewer Auth	608,033		608,033
2017	Origami Campus Improvements	Origami Brain Injury Rehab Cnt	1,030,400	114,595	1,144,995
2017	Kent ISD - HVAC	Kent Intermediate School Dist.	592,000	45,598	637,598
2017	Fairview Schools Concrete	The Christman Company	680,000	439	680,439
2017	SOM Hannah/Ottawa Restrooms	State of Michigan	4,203,500	587,085	4,790,585
2017	JKL Classroom Addition	Sault Tribe of Chippewa Indians	3,500,000	893,000	4,393,000
2017	Sparrow Urgent Care Mich. Ave.	Sparrow Health Systems	1,196,256	111,928	1,308,184
2017	MSU Fee Hall Exhaust System	Michigan State University	447,140	1,994	449,134
2017	CE - Adrian Empl. Parking Lot	Consumers Energy - Jackson	1,987,238	832,132	2,819,369
2017	JKL Middle School FFE PO180063	JKL Public School Academy	427,927	3,376	431,303
2017	Consumers Energy Hart Road	Consumers Energy - Jackson	1,228,000	136,342	1,364,342

	RW MERCER	MOORE TROSPER CONSTRUCTION COMPANY
		

Project	Description	Contract Amount	Completion Date
Sealandaire Jackson, MI	Renovation of 20,000 SF existing facility	$2,800,000	08/19
Llamasoft Ann Arbor, MI	Renovation of third floor of existing facility	$2,600,000	02/20
Jackson Free Methodist Church Jackson, MI	Construction of new addition; renovation of the existing facility	$2,500,000	01/20
Classic Turning Jackson, MI	Construction of new addition; renovation of existing facility	$2,400,000	10/19
Beacon & Bridge Mt. Morris, MI	Construction of new convenience store with A & W; installation of new fueling system	$2,400,000	5/19
Standard Bistro Ann Arbor, MI	Renovation of restaurant	$2,100,000	03/18
Turtle Creek Casino Traverse City, MI	Construction of new convenience store/ Fueling facility	$2,000,000	07/18
Toledo 76, Inc. Homer, MI	Construction of New Convenience Store/Fueling Facility	$1,950,000	09/15
City of Jackson Jackson, MI	Renovation and addition to existing MLK Center	$1,910,000	10/20
MB C-Stores, LLC Dowagiac, MI	Construction of New Convenience Store/ Fueling Facility	$1,800,000	12/13
Kelly Fuels, Inc. Jackson, MI	Construction manager for the construction of a new strip mall facility	$1,686,000	08/17
Save Time Clark Lake, MI	Construction of new 7,700 SF convenience store; bank and Subway	$1,600,000	05/11
Pic Center Jackson, MI	Construction of new 6,100 SF medical office facility.	$1,550,000	06/13
Grinnell Properties, LLC Jackson, MI	Design/Build construction of new medical office facility addition	$1,500,000	01/17
Page Ave., LLC Michigan Center, MI	Design/build construction of new two-story medical office building	$1,500,000	02/10

Workplace Safety (25%)		
The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used in the project. **Criteria #23**	N/A	This is TBD based on available employees at the time of construction. As a union contractor signatory with the local carpenters, laborers and cement finishers union, our employees are trained through their respective unions. Note that our field personnel are all part of a registered apprenticeship program

	RW MERCER	MOORE TROSPER CONSTRUCTION COMPANY
		or have completed their journeyman certification, therefore, there is no documentation on how we would assess employees outside of this realm.
Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average. **Criteria #24**	To whom it may concern: RE: R.W. Mercer Co. Workers' Compensation The following are workers' compensation intrastate experience modification factors by policy year: 5/1/22-23 .76 5/1/21-22 .73 5/1/20-21 .73 If you have any questions, please let us know. Sincerely, Kathy Corden Kathy Corden Account Manager	RE: Moore – Trosper Construction Co., WC5001129 4224 Keller Rd Holt, MI 48842 To whom it may concern: The insured's Experience Mod history from the Grand River deviated mod for the last three years is: 22/23 Term: .49 21/22 Term: .36 20/21 Term: .36 Current term effective 07/01/2022 to 07/01/2023 Sincerely, Kristy McKay, CIC, AU, AIS, AINS Account Executive Grand River Insurance
All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration. **Criteria #25**	Yes	Yes
Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status. **Criteria #26**	N/A	Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project can be provided upon start of the project. All field personnel are union laborers, carpenters and cement finishers.
Workforce Development (15%)		
Documentation as to pay rates of employees and whether the bidder rovides health insurance, pension or other retirement benefits, paid eave, or other benefits to its employees. **Criteria #15**	Confirmed; provided the project we are bidding on specifies that it is a prevailing wage project and the applicable wage rates to be paid on that project are provided by the City.	Moore Trosper will pay all craft employees current wage rates and fringe benefits as well.
ocumentation if the bidder participates in a Registered Apprenticeship rogram that is registered with the United States Department of Labor	N/A	This is TBD based on available employees at the time of construction.

	RW MERCER	MOORE TROSPER CONSTRUCTION COMPANY
Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship. **Criteria #23**		As a union contractor signatory with the local carpenters, laborers and cement finishers union, our employees are trained through their respective unions. Note that our field personnel are all part of a registered apprenticeship program or have completed their journeyman certification, therefore, there is no documentation on how we would assess employees outside of this realm.
Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program. **Criteria #23**	N/A	This is TBD based on available employees at the time of construction. As a union contractor signatory with the local carpenters, laborers and cement finishers union, our employees are trained through their respective unions. Note that our field personnel are all part of a registered apprenticeship program or have completed their journeyman certification, therefore, there is no documentation on how we would assess employees outside of this realm.

Social Equity (10%)	RW MERCER	MOORE TROSPER CONSTRUCTION COMPANY
A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal. **Criteria #27**	RW Mercer Co. will solicit local participation and utilize bids that meet the project requirements.	It is our desire to utilize local contractors on this project while still providing the City the optimal price to complete the scope of work. In addition, we will review our labor pool and should there be employees living in the City of Jackson or Jackson County that are able to perform the work necessary, they will be placed on this project.t We are unable to determine what percentage that will be at this time.
Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. **Criteria #28**	N/A	EQUAL EMPLOYMENT OPPORTUNITY POLICY In all matters involving staff members of Moore Trosper Construction Company or applicants for employment, the Company shall take no action nor deny any benefit based upon discrimination with respect to race, color, religion, age, sex, height, weight, marital status, national origin, handicapped or disabled veteran status, or misdemeanor arrest record. Brian Moore, President — Date: SEPT. 24, 2013
Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability. **Criteria #29**	OPPORTUNITY STATEMENT: R.W. Mercer Co. will provide equal employment opportunities to all persons regardless of race, color, religion, sex, sexual orientation, pregnancy and gender identity, national origin, age, disability, veteran status, height, weight, marital status, familial status, arrest record, genetic information or any other basis prohibited by law. We will ensure that we maintain our commitment to reviewing all aspects of employment, including but not limited to recruitment, hiring, selection, placement, retention, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training, to identify and eliminate barriers to providing all persons equal employment opportunity.	EQUAL EMPLOYMENT OPPORTUNITY POLICY In all matters involving staff members of Moore Trosper Construction Company or applicants for employment, the Company shall take no action nor deny any benefit based upon discrimination with respect to race, color, religion, age, sex, height, weight, marital status, national origin, handicapped or disabled veteran status, or misdemeanor arrest record. Brian Moore, President — Date: SEPT. 24, 2013

Scoring:	RW MERCER	MOORE TROSPER CONSTRUCTION COMPANY
PRICE (25%)	24	25
CORPORATE ACCOUNTABILITY (25%)	25	20
WORKPLACE SAFETY (25%)	25	25
WORKFORCE DEVELOPMENT (15%)	10	15
SOCIAL EQUITY (10%)	10	8
TOTAL	**94**	**93**

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, City Manager

DATE: Council Meeting – March 21, 2023

SUBJECT: Sale of City Owned Property – 971 N. West Ave

Recommendation: Approve the Letter of Intent from Lormax Stern to purchase city owned property located at 971 N. West Ave and authorize the City Manager and City Attorney to create the Property Transfer Agreement to complete the sale of the property.

Jackson ANCHOR INITIATIVE

Live.
Invest.
Innovate.
Locally.

March 15, 2023

Jonathan Greene
City Manager
City of Jackson
161 W. Michigan Ave.
Jackson, MI 49201

Dear Jonathan,

I highly recommend Mid-America and Lomax Stern as the preferred developer for the property at 971 N. West Ave. They are a strong, highly experienced team that is well-respected in the industry.

Mid-America and Lomax Stern's development experience spans projects of all sizes across many markets. They have been involved with projects as small as 1-acre outlots up to de-malling the 750,000 square foot Centerpointe Mall in Grand Rapids. They are also very familiar with the Jackson market as they have been involved in numerous projects here. Some of their recently completed transactions include:

- Party City
- Potbelly/T Mobile
- Kay Jewelers
- Planet Fitness
- Crunch Fitness
- Ross Dress For Less
- Sale of Jackson Crossings for RPT

With their long history of successful development projects and their familiarity with the Jackson market, I believe Mid-America and Lomax Stern are a strong, reliable development team for the 971 N. West Ave. site.

Sincerely,

Scott Fleming

Scott Fleming, CEcD
President/ CEO, Jackson Anchor Initiative

PERSONAL & CONFIDENTIAL

March 14, 2023

Scott Fleming, CEcD
CEO
3rd floor of Jackson City Hall
161 W. Michigan Ave.
Jackson, MI 49201-1315
E: scott@jaxanchor.org

Re: Letter of Intent to purchase 971 N West Ave, Jackson Michigan (the "Property"). Parcel I.D. 2-2005.1000

Dear Scott:

This Letter of Intent describes the terms, conditions and timing of our acquisition of the Property which would be fully documented in a Purchase Agreement to be executed by the owner of the Property as Seller and the undersigned, on behalf of an entity to be formed ("Purchaser"), incorporating the following terms and conditions:

1. Purchase Price. $1,500,000 which will be paid in cash at closing.

2. Earnest Money Deposit. $10,000 to be held in escrow by Title Connect, to be deposited upon acceptance of a Purchase Agreement, which shall be fully refundable until the expiration of the inspection period. All interest will accrue to Purchaser.

3. Conditions Precedent. Closing of the transaction will contingent upon the following conditions precedent:

   (a) The execution of a definitive Purchase Agreement, containing standard representations and warranties with respect to such matters as title, undisclosed liabilities and litigation and the environmental condition of the Property.

   (b) One Hundred Twenty (120) day "Initial Inspection Period" to inspect all aspects of the physical and economic condition of the Property. Purchaser shall be entitled to two (2) forty-five (45) day extension period(s) ("Extension Period(s)"). At Purchaser's exercise of such extension period(s), $5,000 of the earnest money deposit shall become non-refundable, but applicable against the Purchase Price at closing.

4. Closing. Closing under the Purchase Agreement will take place within thirty (30) days after satisfaction of the Conditions Precedent contained therein.

5. Sales Commission. Seller to pay Brokerage Commission of 3%, payable at closing to Mid America Real Estate - Michigan.

6. Closing Costs. Seller shall be responsible for payment of the cost for Purchaser to obtain title insurance policy and all transfer taxes required to be paid. Purchaser shall be responsible for payment of the cost to obtain an update to the current A.L.T.A. boundary survey.

7. Property Documents: Within five (5) business days following the execution date of this Letter of Intent, Seller shall deliver to Purchaser the following documents if in Seller's possession:

   i) Title commitment, including copies of all easements, encumbrances, OEA documents, REA documents and other agreements pertinent to site drainage and utilities;

   ii) Environmental and Geotechnical reports,

   iii) Most current ALTA, as-built survey and environmental reports in Seller's possession; and

   iv) Such other information in Seller's possession related to the Property.

8. Seller Improvements: N/A.

9. Exclusivity. Seller agrees that upon execution of this Letter of Intent, Seller will not (and will not permit any agent, partner or affiliate to) offer to sell or otherwise dispose of all or any part of (or solicit or accept any such offer involving the sale or disposition of all or any part of) Seller's interest in the Property or negotiate or otherwise enter into discussions for the sale or disposition of all or any part of Seller's interest in the Property for a period of thirty (30) days, as such date may be extended by mutual agreement, during which time period Purchaser and Seller shall negotiate in good faith the Purchase Agreement.

Notwithstanding anything contained herein to the contrary, or the acceptance hereof by Seller, this letter of intent is for discussion purposes only. Nothing herein shall be deemed interpreted or construed as or to create an agreement of purchase and sale or other binding obligation on either of us, it being the sole purpose of this letter of intent to outline the generally acceptable economic and transactional terms with regard to the subject transaction.

If the foregoing terms of sale are agreeable, then please so indicate by executing the acknowledgment copy of this letter in the space indicated below, in which event we will have our attorney immediately begin preparation of a Purchase Agreement. This letter of intent shall be null and void if not signed by both parties on or before April 14, 2023.

SIGNATURES ON FOLLOWING PAGE

[

PURCHASER:

LORMAX STERN DEVELOPMENT

By: _____
Daniel Stern

Its: Authorized Agent

Dated: _____

ACKNOWLEDGED AND AGREED:

SELLER:

CITY OF JACKSON

By: _____

Its: _____

Dated: _____

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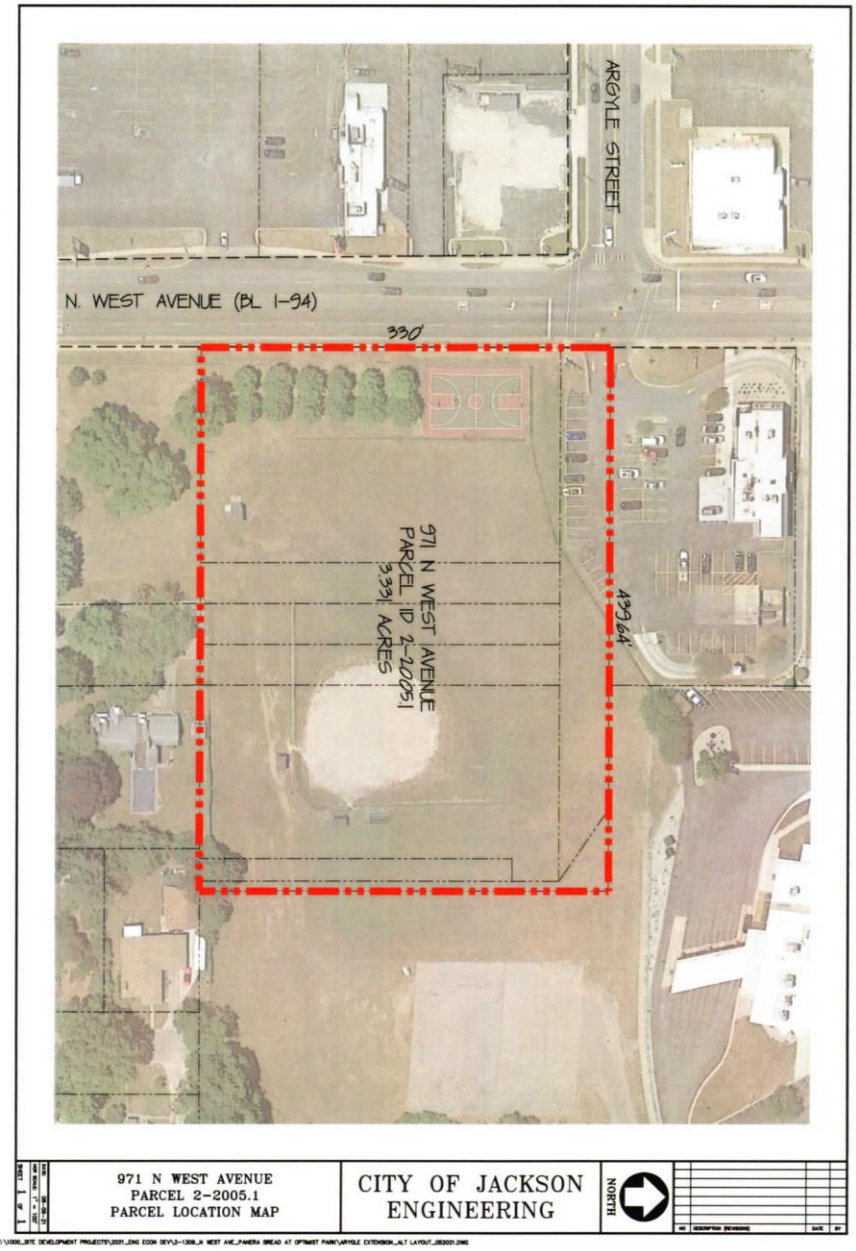
Exhibit “A”


ARGYLE STREET
N. WEST AVENUE (BL I-94)
330'
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PARCEL ID 2-2005.1
3.331 ACRES
439.64'
971 N WEST AVENUE
PARCEL 2-2005.1
PARCEL LOCATION MAP
CITY OF JACKSON
ENGINEERING
NORTH

[

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, City Manager

DATE: Council Meeting – March 21, 2023

SUBJECT: Resolution of Support – Fair Chance Housing Legislation

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Recommendation: Consider a Resolution supporting Fair Chance Housing Legislation.

RESOLUTION

BY THE CITY COUNCIL FOR THE CITY OF JACKSON :

WHEREAS, over 2 million people in Michigan have a criminal record and and as result, face barriers to employment, food and shelter, and Black and Latino people are arrested, convicted, and incarcerated in numbers disproportionate to their representation in the population as a whole; and

WHEREAS, the ability of people with records to achieve good outcomes and successfully reintegrate into their communities is challenged by housing barriers, and contributes to higher levels of recidivism, broken families and unsafe communities; and

WHEREAS, research demonstrates that fair housing laws can reduce recidivism, increase public safety, and create more stable communities; and

WHEREAS, lack of enforceable laws and statutes can create barriers to the basic necessities of life for Michiganders with criminal records; and

WHEREAS, the City of Jackson believes a conviction should not create a barrier to safe housing, and seeks to assist the rehabilitation of people with records and ensure healthier, safer communities; and

WHEREAS, states and cities across the country have adopted fair chance policies to remove unfair barriers to employment and housing for people with records; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JACKSON, that the City of Jackson shall encourage and support the State of Michigan to pass laws that would limit the barriers that people with records face in housing.