



AGENDA- CITY COUNCIL - Mar 07 2023 MEETING

Tuesday, March 7, 2023

6:30 PM

Page

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

Invocation will be given by 2nd Ward Councilmember Freddie Dancy


3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.


6. PUBLIC HEARINGS.

- | | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 6.1 | Transition to Even Number Year Elections for City Offices
Conduct a public hearing to receive citizen input on transitioning City wide elections from odd years to even years

election cycle public hearing agenda item.pdf 

Open the public hearing for Even Number Year Elections

Close the public hearing for Even Number Year Elections | 6 - 10 |
| 6.2 | Conduct a public hearing to receive citizen comment on the City's HOME-ARP draft allocation plan.

HOME-ARP Allocation Plan Draft.pdf 

Conduct a public hearing to receive citizen comment on the City's HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) draft allocation plan.

Open the public hearing for Citizen Comment on the City HOME-ARP Draft Allocation Plan | 11 - 29 |

Close the public hearing for Citizen Comment on the City HOME-ARP Draft Allocation Plan

- 6.3 Conduct a public hearing on a State of Michigan Department of Natural Resources Trust Fund Grant application for a MLK Equality Trail project from the County's Kibby Road Trail entrance to Weatherwax Road. 30 - 34

Recommendation: Adopt the resolution approving MIDNR Trust Fund Grant Application

[MDNR Cover Letter For 2023 Trust Fund Grant Public Hearing.pdf](#) 

Open the public hearing on the State of Michigan Trust Fund Grant application

Close the public hearing on the State of Michigan Trust Fund Grant application

7. CITIZEN COMMENTS.

(3-Minute Limit)

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

(Accept and Place on File)

- 8.1 **City of Jackson, Michigan Financial Statements as of and for the 7 Months Ended January 31, 2023.** 35 - 41

[Monthly Fin Stmts 2023-01-31.pdf](#) 

As of and for the period ending January 31, 2023.

9. CONSENT CALENDAR

Consent Action

- 9.1 Minutes of the Regular Meeting of February 21, 2023 42 - 48
Approve the minutes of the regular meeting of February 21, 2023

[CCMIN 2.21.23.pdf](#) 

- 9.2 Environmental Commission Minutes for 01-18-23 Mtg 49 - 52
Approved minutes for the 01-18-23 meeting of the Environmental Commission.

[ENVIRONMENTAL COMMISSION MINUTES 011823 APPROVED](#)

[021523.pdf](#) 

Receive minutes.

- 9.3 Revocable License City Crepes 53 - 61
Revocable License for Blade Sign - City Crepes

[Engineering City Crepes Sign Revocable License.pdf](#) 

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).

- 9.4 Special Event Application: Shamrock Shuffle 62 - 71

[SEA--Shamrock Shuffle.pdf](#) 

Approve a request from YMCA to host the Shamrock Shuffle 5k on March 17, 2023 in downtown Jackson.

10. OTHER BUSINESS.

- 10.1 City Homeless Efforts - Winter Sheltering of the Unhoused

11. NEW BUSINESS.

- 11.1 East Pipe Gallery Contract Amendment 2 72 - 79

[East Pipe Gallery Contract Amendment No. 2.pdf](#) 

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.

- 11.2 Myrtle Lift Station Contract Amendment 2 80 - 87

[Myrtle Lift Station Contract Amendment No. 2.pdf](#) 

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.

- 11.3 City-Owned, H4HH/MSHDA & Grounds Maintenance Mowing 88 - 89

Contract Renewal 2023

[Agenda Item-2023 City Owned H4HH and City Grounds Maint Lot Mowing Contract Renewal.pdf](#)

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).

- 11.4 Private Lot Mowing contract extension for the 2023 mowing season 90 - 91

[Agenda Item-2023 Private Lot Mowing Contract Extension.pdf](#)

*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.***

- 11.5 Decertify a Street with MDOT 92 - 94
Resolution to decertify McKay Street with MDOT.

[Engineering MDOT Street Decertification.pdf](#)

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.

- 11.6 MDOT Contract Resolution for Brown Street 95 - 125
Resolution for approval of a contract with the Michigan Department of Transportation for work on Brown Street from Morrell Street to Michigan Avenue.

[Engineering MDOT Contract Brown, Morrell to Michigan.pdf](#)

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.

- 11.7 Property trade between the City of Jackson and Habitat for Humanity 126 - 127

[503 Bates Agenda Packet Habitat Property trade.pdf](#) 

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) .

- 11.8 Letter of Intent for the sale of City Owned Property – 971 N. West Ave 128 - 132

[971 N West Ave agenda package.pdf](#) 

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.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: March 7, 2023
SUBJECT: Public hearing regarding transitioning City wide elections to even number years

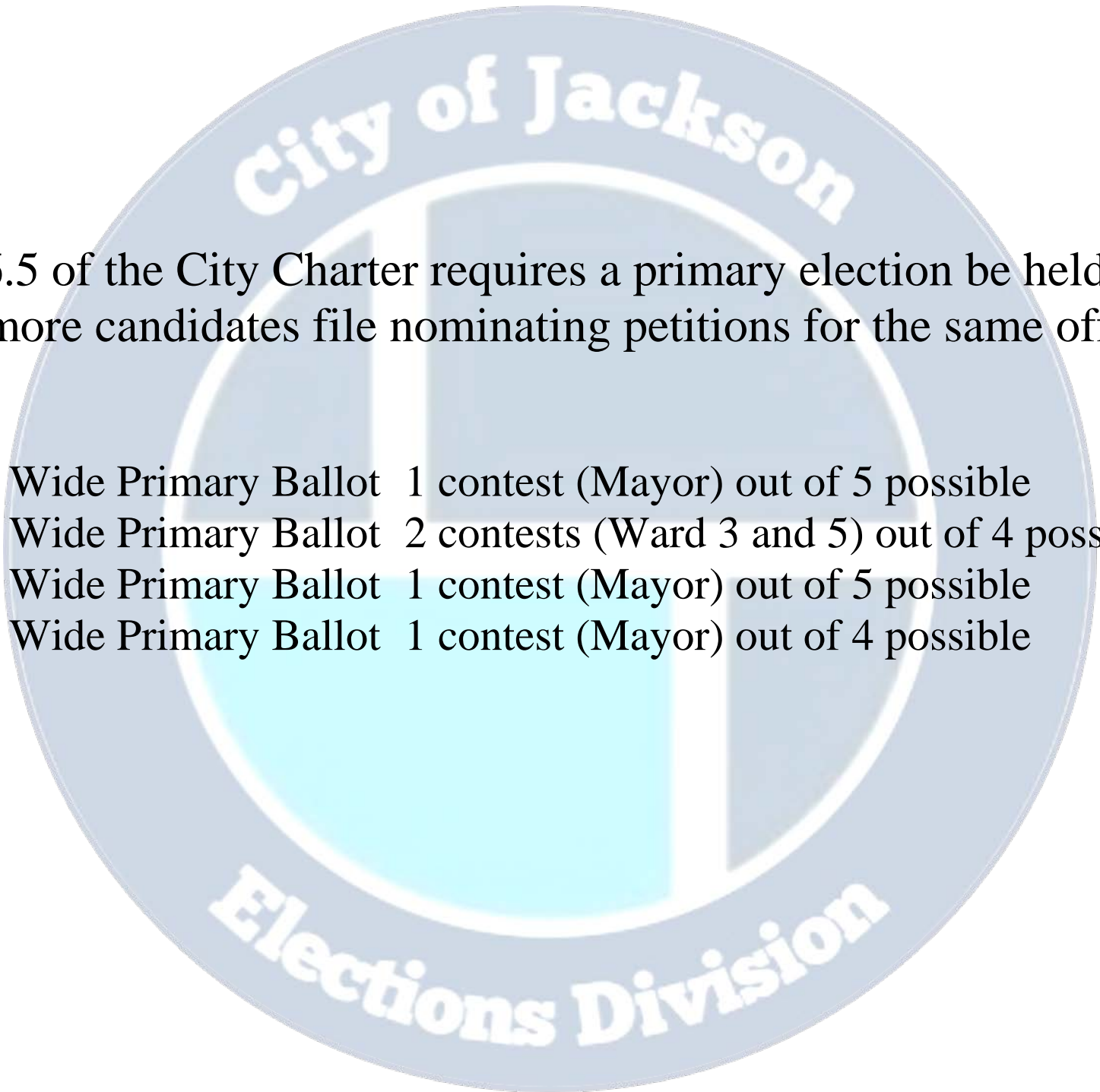
Recommendation:

Public hearing to receive citizen comments on transitioning citywide elections from the odd year to the even year cycle.

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 in accordance with MCL 168.642(7)(b).

Voter Turnout

	City Primary	City General	State Primary	State General
2015	10.24%	16.42%		
2016			12.16%	52.96%
2017	9.02%	19.63%		
2018			21.11%	43.72%
2019	9.54%	18.87%		
2020			20.01%	53.10%
2021	11.15%	16.35%		
2022			15.07%	36.75%



Section 6.5 of the City Charter requires a primary election be held when three or more candidates file nominating petitions for the same office.

- 2015 City Wide Primary Ballot 1 contest (Mayor) out of 5 possible
- 2017 City Wide Primary Ballot 2 contests (Ward 3 and 5) out of 4 possible
- 2019 City Wide Primary Ballot 1 contest (Mayor) out of 5 possible
- 2021 City Wide Primary Ballot 1 contest (Mayor) out of 4 possible

Major Election Costs (per election)

	Ballot Printing	Election Programming	Election Inspectors	Supplies	Total
2019	\$4325	\$3200	\$15,200	\$3500	\$26,225
2021	\$4860	\$8745	\$15,755	\$6500	\$35,860
2023*	\$5600	\$9000	\$19,000	\$8900	\$42,500

*projected figure based on costs provided by vendors. The total does not include the amounts for postage for returned AV applications and returned AV ballots that currently must be fronted by the City and will eventually be reimbursed by the State.

Election Type	Ballot Printing	Programming	Election Inspectors
City Primary	City Expense	City Expense	City Expense
City General	City Expense	City Expense	City Expense
State Primary	paid by County	paid by County	City Expense
State General	paid by County	paid by County	City Expense
Special Election (May)	paid by County	paid by County	Organization that calls for the election
Presidential Primary	paid by County	paid by County	Paid by the State

JACKSON

Founded 1829

HOME Investment Partnerships Program –
American Rescue Plan (HOME-ARP)
2023 Allocation Plan DRAFT

The attached document is a draft report. Please display until
Thursday March 16, 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

Prepared by:
Department of Community Development
161 W. Michigan Ave, 3rd Floor
Jackson MI 49201
517-768-6461



Table of Contents

HOME-ARP Allocation Plan

Application for Federal Assistance – SF-424, SF-424B, and SF-424D (not available with draft)

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Appendices

Appendix A: Certifications (not available with draft)	
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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 Commission (JHC)	Directly requested their involvement in consultation process as public housing authority
04/20/22	Email	disAbility connections	Directly requested 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 Notice, 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

This information will be updated after the 3/7 public hearing and 3/15 public comment deadline.

Summary of comments or recommendations not accepted, and why

This information will be updated after the 3/7 public hearing and 3/15 public comment deadline.

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
Substandard Housing - Lacking complete plumbing or kitchen facilities	30	25	30	0	85
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	35	55	4	0	94
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

	Number of Households - Renter				Total
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	
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

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 540 public 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 organizations)

The Community Action Agency (CAA) is the lead agency for the Continuum of Care, and also serves as their fiduciary. Community Action Agency (CAA).

2021	\$910,212	HUD CoC funding
2020	\$889,666	HUD CoC funding
2021		
2020	\$267,079	MSHDA ESG

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:

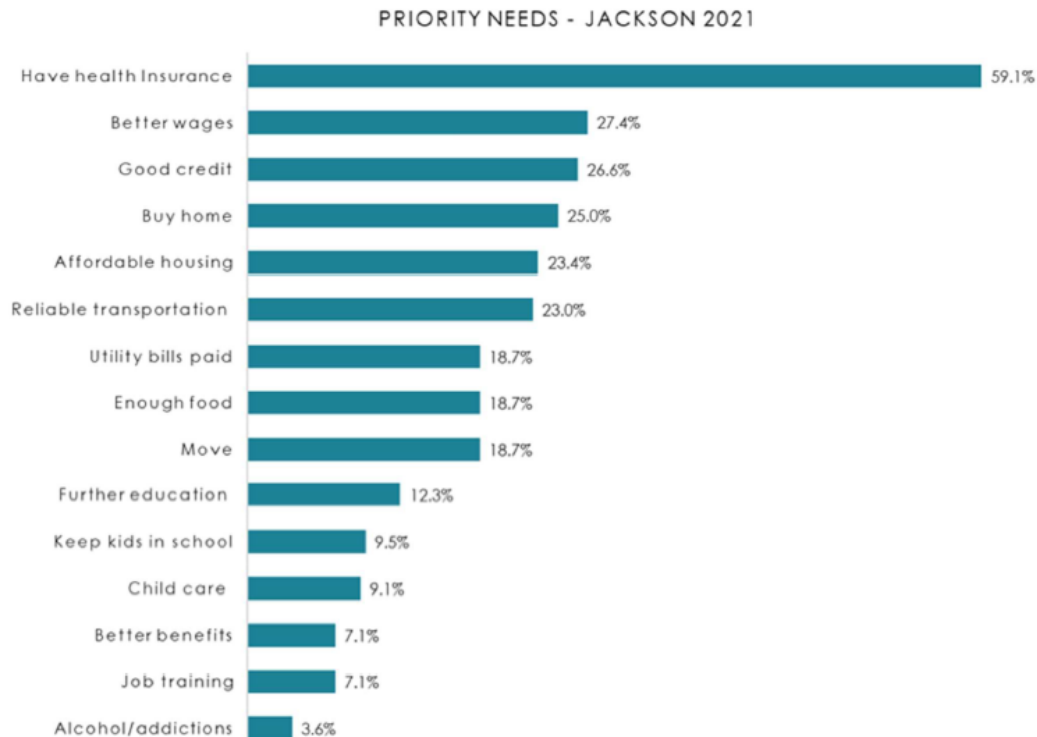
- Educating landlords about the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices
- Unable to find landlord willing to accept housing choice vouchers
- Rents increasing exponentially, reducing availability of affordable housing to very low-income individuals 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.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 7, 2023
SUBJECT: Public Hearing on a State of Michigan Department of Natural Resources Trust Fund Grant application for a MLK Equality Trail project from the County's Kibby Road Trail entrance to Weatherwax Road.

Recommendation:

Hold a Public Hearing on a State of Michigan Department of Natural Resources Trust Fund Grant application for a MLK Equality Trail project from the County's Kibby Road Trail entrance to Weatherwax Road.

Attached is information from Kelli Hoover, Director of Parks, Recreation and Cemeteries, regarding the grant, including a resolution and entering into a contract with the State of Michigan Department of Natural Resources.

We recommend approval of the resolution after the public hearing is held. Your consideration and concurrence is appreciated.

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 7, 2023

SUBJECT: Approval of a resolution to apply for a Trust Fund Grant with the State of Michigan Department of Natural Resources for the MLK Equality Trail from the Kibby Road Trail entrance to Weatherwax Road and authorizes the Manger and Clerk to execute the appropriate documents.

Recommendation:

Approval of a resolution to apply for a Trust Fund Grant with the State of Michigan Department of Natural Resources for the MLK Equality Trail from the Kibby Road Trail entrance to Weatherwax Road and authorizes the Manger and Clerk to execute the appropriate documents.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries, regarding the grant and entering into a contract with the State of Michigan Department of Natural Resources.

We recommend approval of the resolution grant submission to the State of Michigan Department of Natural Resources for a MLK Equality new trail project and authorization for the Manager and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: March 7, 2023

RECOMMENDATION: Approval of a resolution to apply for a Trust Fund Grant with the State of Michigan Department of Natural Resources for the MLK Equality Trail from the Kibby Road Trail entrance to Weatherwax Road and authorizes the Manger and Clerk to execute the appropriate documents.

SUMMARY

Approval of a resolution to apply for a Trust Fund Grant with the State of Michigan Department of Natural Resources for the MLK Equality Trail from the Kibby Road Trail entrance to Weatherwax Road and authorizes the Manger and Clerk to execute the appropriate documents.

BUDGETARY CONSIDERATIONS

The trail project will be funded through the following areas:

MDNR Trust Fund Grant	\$300,000
City of Jackson Capitol Project Fund	\$300,000

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Parks, Recreation and Cemeteries Department has partnered in the past with the MDNR Trust Fund Grants for a trail lights project on the MLK Equality Trail, PAKA Trail construction, Cooper Street Trail, Bloomfield Park Courts, Exchange Courts, Rotary Park and Lions Park amongst several other projects with great success.

DISCUSSION OF THE ISSUE

This project will be phase three of a three phased project to update the original City trail from Prospect Street to Weatherwax Rd.

POSITIONS

I request the attached resolution to enter into contract with the Michigan Department of Natural Resources be approved by the City Council and for the Manager and City Clerk be authorized to sign the appropriate contract documents.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson supports the submission of an application titled MLK Equality Trail from Kibby Trail Entrance to Weatherwax Road to the Michigan Department of Natural Resources Trust Fund Grant to develop a new 12ft trail on the Martin Luther King Equality Trail; and,

WHEREAS, the proposed application, is supported by the Community’s Approved 5-Year Parks and Recreation Plan; and,

WHEREAS, The City of Jackson is hereby making a financial commitment to the project in the amount of \$300,000 matching funds, in cash and/or force account; and,

WHEREAS, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

City of Jackson	\$300,000
Total	\$300,000

NOW, THEREFORE, BE IT RESOLVED, that the City of Jackson City Council hereby authorizes submission of a Michigan Department of Natural Resource Trust Fund Grant application for \$300,000 and further resolves to make availed a local match through financial commitment and donation(s) of \$300,000 (50%) of a total \$600,000 project cost, during the 2023-2024 fiscal year

* * * * *

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

I, Andrea Murray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the ____ day of _____.

IN WITNESS WHEREOF, I have hereto affixed
my signature and the seal of the City of Jackson,
Michigan, on this ____ day of _____, 2023.

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Seven Months Ended January 31, 2023
(Prepared on the Adopted Budget-Basis)
Preliminary/Unaudited

Function Department	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>General Government :</u>						
101-101 City Council	114,696	114,696	7,100	62,441	54.44%	52,255
101-103 Charter Review Committee	2,500	2,500	0	0	0.00%	2,500
101-172 City Manager	474,901	474,901	69,220	341,481	71.91%	133,420
101-191 Finance	587,942	587,942	44,265	313,257	53.28%	274,685
101-215 City Clerk	331,401	331,401	26,365	180,018	54.32%	151,383
101-228 Management Info. Services	448,021	448,021	20,668	244,182	54.50%	203,839
101-233 Purchasing	130,276	130,276	(4,488)	75,928	58.28%	54,348
101-253 City Treasurer	413,354	413,354	31,754	213,666	51.69%	199,688
101-254 City Income Tax	235,063	235,063	10,570	93,146	39.63%	141,917
101-257 City Assessor	544,375	544,375	33,898	228,956	42.06%	315,419
101-262 City Clerk-Elections	114,367	114,367	10,530	78,313	68.48%	36,054
101-265 City Hall & Grounds	431,258	431,258	30,989	218,454	50.66%	212,804
101-266 City Attorney	731,548	731,548	55,474	402,326	55.00%	329,222
101-270 Personnel	645,907	645,907	84,190	340,324	52.69%	305,583
101-278 Unallocated	879,799	879,799	42,465	428,634	48.72%	451,165
	6,085,408	6,085,408	463,000	3,221,126	52.93%	2,864,282
<u>Judicial:</u>						
101-299 Admin. Hearings Bureau	199,201	199,201	7,469	125,706	63.11%	73,495
	199,201	199,201	7,469	125,706	63.11%	73,495
<u>Public Safety:</u>						
101-301 Police	11,454,098	11,454,098	899,173	6,396,453	55.84%	5,057,645
101-311 OSHP Grant	0	0	0	4,256	N/A	(4,256) Note 2
101-320 Consortium Training	15,750	15,750	0	7,902	50.17%	7,848
101-321 In Service Training	3,185	3,185	2,695	2,695	84.62%	490
101-340 Fire Suppression	5,709,356	5,709,356	670,635	4,106,459	71.93%	1,602,897
101-350 Public Safety - Unallocated	2,107,885	2,107,885	135,168	1,205,538	57.19%	902,347
	19,290,274	19,290,274	1,707,671	11,723,303	60.77%	7,566,971
<u>Public Works :</u>						
101-442 Forestry	658,542	658,542	55,044	363,177	55.15%	295,365
101-444 Sidewalk Construction	55,707	55,707	7	32,944	59.14%	22,763
101-445 Drains at Large	78,779	78,779	21,182	64,594	81.99%	14,185
101-450 Street Lighting	601,899	601,899	25,624	166,756	27.70%	435,143
101-455 Weed Control	103,918	103,918	0	47,515	45.72%	56,403
101-465 Grounds Maintenance	467,230	467,230	158,749	279,702	59.86%	187,528
101-567 Cemeteries	358,075	358,075	14,297	179,435	50.11%	178,640
101-571 Tax Property Maintenance	226,695	226,695	8	115,297	50.86%	111,398
101-572 Civic Affairs	107,802	107,802	2,193	86,257	80.01%	21,545
	2,658,647	2,658,647	277,104	1,335,677	50.24%	1,322,970
<u>Community & Economic Development:</u>						
101-701 Planning	234,974	234,974	16,206	131,724	56.06%	103,250
101-728 Economic Development	132,400	132,400	2,018	89,317	67.46%	43,083
	367,374	367,374	18,224	221,041	60.17%	146,333

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Seven Months Ended January 31, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Function Department	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Recreation & Culture :</u>						
101-752 Parks, Rec. & Grnds. Admin.	305,867	305,867	36,461	202,717	66.28%	103,150
101-758 Lt. Nixon Memorial Pool	100,476	100,476	2,788	79,377	79.00%	21,099
101-771 Parks & Facilities Maintenance	836,134	836,134	65,144	694,835	83.10%	141,299
101-803 Historical District	12,790	12,790	897	6,570	51.37%	6,220
101-806 Diversity, Equity & Inclusion	306,235	306,235	26,451	148,522	48.50%	157,713
	1,561,502	1,561,502	131,741	1,132,021	72.50%	429,481
<u>Contributions to Other Funds:</u>						
101-965 Contributions to Other Funds	293,429	293,429	0	22,474	7.66%	270,955
Total General Fund Expenditures	30,455,835	30,455,835	2,605,209	17,781,348	58.38%	12,674,487
 <u>Funds Consolidated with the General Fund</u> <u>for Financial Reporting Purposes:</u>						
102 Budget Stabilization	25,000	25,000	0	0	0.00%	25,000

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Seven Months Ended January 31, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Permanent Funds :</u>						
151 Cemetery Perpetual Maint.	5,000	5,000	0	0	0.00%	5,000
155 Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%	23,850
160 Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	7,000
<u>Special Revenue Funds :</u>						
202 Major Street	24,731,248	24,731,248	670,375	5,348,315	21.63%	19,382,933
203 Local Street	3,898,044	3,898,044	158,094	794,049	20.37%	3,103,995
208 Ella W. Sharp Park Operating	986,741	986,741	36,667	561,805	56.94%	424,936
218 Affordable Housing	3,250,000	3,250,000	0	138,174	4.25%	3,111,826
245 Public Improvement	1,027,676	1,027,676	0	170,362	16.58%	857,314
246 Cortland St. Redev. Project	2,520,493	2,520,493	2,614	15,184	0.60%	2,505,309
249 Building Department	597,332	597,332	66,268	348,978	58.42%	248,354
251 Housing Code Enforcement	1,156,790	1,156,790	69,017	614,563	53.13%	542,227
252 Building Demolitions	406,815	406,815	27,070	88,136	21.66%	318,679
265 Drug Law Enforcement	16,702	16,702	44	9,781	58.56%	6,921
272 SAFER Grant	524,760	524,760	67,400	218,378	41.61%	306,382
273 Project Safe Neighborhoods	120,969	120,969	1,610	37,045	30.62%	83,924
275 Byrne/JAG Programs	0	49,361	4,145	31,645	N/A	17,716
279 American Rescue Plan Act	200,000	200,000	0	22,918	11.46%	177,082
296 Recreation Activity	206,248	206,248	6,295	199,422	96.69%	6,826
297 Recreation Millage Program	657,274	657,274	62,422	400,715	60.97%	256,559
<u>Debt Service Funds :</u>						
308 2020 Capital Improvement D/S	223,702	223,702	0	16,851	7.53%	206,851
352 2017 Mich. Trans. Fund D/S	761,890	761,890	0	73,445	9.64%	688,445
367 2021 City Hall Refunding D/S	729,581	729,581	0	18,290	2.51%	711,291
385 2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%	4,457
386 2018 Capital Improvement D/S	1,410,000	1,410,000	0	292,250	20.73%	1,117,750
389 2017 BRA TIF Refunding D/S	420,556	420,556	0	107,778	25.63%	312,778
391 2021 BRA TIF Refunding D/S	772,512	772,512	0	32,256	4.18%	740,256
394 2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%	2,735,750
395 2019 DDA TIF Refunding D/S	209,573	209,573	0	84,787	40.46%	124,786
<u>Capital Projects Funds :</u>						
401 Capital Projects	1,955,898	1,955,898	9,999	39,891	2.04%	1,916,007
402 Water Equip. and Replacemt.	9,825,900	9,825,900	186,603	1,272,824	12.95%	8,553,076
403 Lead Service Line Replacement	1,661,966	1,661,966	3,316	59,364	3.57%	1,602,602
404 Sanitary Sewer Maint.	399,931	399,931	17,672	190,584	47.65%	209,347
405 Sanitary Sewer Replacement	1,902,121	1,902,121	13,359	199,978	10.51%	1,702,143
406 Wastewater Equip. Replacemt.	17,594,940	17,594,940	294,733	784,533	4.46%	16,810,407
407 2022 Sewer Sys. Project Const.	0	0	152,148	221,285	N/A	(221,285) Note 2
488 MLK Corridor Improvemt. Authority	10,000	10,000	8,000	50,540	505.40%	(40,540) Note 2
489 Brownfield Redevelopmt. Auth.	1,450,079	1,450,079	897	158,790	10.95%	1,291,289
494 DDA Project	2,947,323	2,947,323	0	84,787	2.88%	2,862,536

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Seven Months Ended January 31, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Enterprise Funds :</u>						
514 Auto Parking System	247,011	247,011	1,735	23,820	9.64%	223,191
518 Parking Assessment	303,267	303,267	23,997	144,848	47.76%	158,419
519 Cooper/Francis Parking Deck	283,775	283,775	490	28,237	9.95%	255,538
590 Sewer	18,162,790	18,162,790	444,504	4,107,245	22.61%	14,055,545
591 Water	19,257,736	19,257,736	869,363	6,961,481	36.15%	12,296,255
<u>Internal Service Funds :</u>						
641 Public Works Administration	477,472	477,472	41,267	204,213	42.77%	273,259
642 Engineering Administration	328,453	328,453	34,020	166,201	50.60%	162,252
643 Local Site Remed. Revolving	20,000	20,000	0	22,500	112.50%	(2,500) Note 2
661 Motor Pool and Garage	2,881,943	2,881,943	61,511	734,762	25.50%	2,147,181
676 Workers' Compensation	183,900	183,900	339	158,450	86.16%	25,450
677 Self-Insured Health Care	5,680,600	5,680,600	505,551	3,210,560	56.52%	2,470,040
<u>Trust & Agency Funds :</u>						
703 County & School Tax Collection	65,000	65,000	0	0	0.00%	65,000
731 Employees' Retirement System	4,220,000	4,220,000	308,859	2,625,354	62.21%	1,594,646
732 Policemen's/Firemen's Pension	548,000	548,000	42,228	305,695	55.78%	242,305
734 Police./Fire. Pension-345	7,640,000	7,640,000	490,837	2,876,542	37.65%	4,763,458
736 Public Employee Health Care	10,000	10,000	0	4,119	41.19%	5,881
<u>Special Assessment Funds :</u>						
852 2020 Special Assessment D/S	161,335	161,335	0	152,200	94.34%	9,135
895 Special Assessment	2,055,241	2,055,241	0	432,202	21.03%	1,623,039

City of Jackson
All Funds - Revenue Summary
As of and For the Seven Months Ended January 31, 2023
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name	2022/23 Budget		Actual Month	Actual Year	Percent Collected	
	Original	Amended	To Date	To Date		
<u>General Fund :</u>						
Property Taxes	10,423,356	10,423,356	254,299	9,600,453	92.11%	
Income Taxes	10,500,000	10,500,000	1,662,668	7,037,535	67.02%	
State Revenue Sharing	5,028,914	5,028,914	55	1,893,431	37.65%	
Licenses & Permits	367,025	367,025	6,213	127,102	34.63%	
Federal Grants	1,346,427	1,346,427	563,857	755,048	56.08%	
State Grants	3,185	3,185	(1,314)	1,314	41.26%	
Charges For Goods & Services	1,294,072	1,294,072	35,426	250,488	19.36%	
Fines & Forfeits	377,094	377,094	34,880	302,146	80.12%	
Investment Income	115,000	115,000	27,363	141,032	122.64%	
Contributions From Other Funds	120,000	120,000	7,194	13,023	10.85%	
Contributions From Local Units	12,500	12,500	0	16,920	135.36%	
Miscellaneous	225,323	225,323	57,836	233,332	103.55%	
Total General Fund Revenues	29,812,896	29,812,896	2,648,477	20,371,824	68.33%	
<u>Funds Consolidated with the General Fund</u>						
<u>for Financial Reporting Purposes:</u>						
102	Budget Stabilization	25,000	25,000	1,263	6,467	25.87%
<u>Permanent Funds :</u>						
151	Cemetery Perpetual Maint.	37,000	37,000	1,213	17,672	47.76%
155	Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%
<u>Special Revenue Funds :</u>						
202	Major Street	24,253,509	24,253,509	1,010,758	4,337,356	17.88%
203	Local Street	2,889,376	2,889,376	120,694	783,085	27.10%
208	Ella W. Sharp Park Operating	921,600	921,600	30,582	391,416	42.47%
218	Affordable Housing	3,250,000	3,250,000	127,239	127,239	3.92%
245	Public Improvement	1,269,500	1,269,500	26,175	1,157,522	91.18%
246	Cortland St. Redev. Project	2,500,000	2,500,000	0	(473)	-0.02%
249	Building Department	497,500	497,500	26,817	289,386	58.17%
251	Housing Code Enforcement	1,157,500	1,157,500	194,247	1,230,122	106.27%
252	Building Demolitions	407,465	407,465	60,512	107,253	26.32%
265	Drug Law Enforcement	15,610	15,610	1,701	1,956	12.53%
272	SAFER Grant	524,760	524,760	67,401	218,379	41.62%
273	Project Safe Neighborhood	120,969	120,969	4,826	33,220	27.46%
275	Byrne/JAG Programs	0	49,361	0	27,500	55.71%
279	American Rescue Plan Act	200,000	200,000	(15,699,495)	22,918	11.46%
296	Recreation Activity	208,000	208,000	20,083	131,121	63.04%
297	Recreation Millage Program	676,000	676,000	673	302,540	44.75%
<u>Debt Service Funds :</u>						
308	2020 Capital Improvement D/S	223,702	223,702	0	16,851	7.53%
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	73,445	9.64%
367	2021 City Hall Refunding D/S	668,000	668,000	13,119	649,624	97.25%
385	2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%
386	2018 Capital Improvement D/S	1,410,000	1,410,000	0	292,250	20.73%

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the Seven Months Ended January 31, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<u>Debt Service Funds (Continued) :</u>						
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	107,778	25.63%
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	32,256	4.18%
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	84,787	40.46%
<u>Capital Projects Funds :</u>						
401	Capital Projects	1,956,398	1,956,398	65	442	0.02%
402	Water Equip. and Replacemt.	7,808,191	7,808,191	448,556	2,910,052	37.27%
403	Lead Service Line Replacement	2,637,759	2,637,759	121,933	653,723	24.78%
404	Sanitary Sewer Maintenance	399,931	399,931	17,672	190,584	47.65%
405	Sanitary Sewer Replacement	672,950	672,950	60,636	414,671	61.62%
406	Wastewater Equip. Replacemt.	16,095,054	16,095,054	166,506	1,081,571	6.72%
407	2022 Sewer Sys. Project Const.	0	0	0	539,395	N/A
488	MLK Corridor Improvemt. Authority	10,000	10,000	2,075	2,075	20.75%
489	Brownfield Redevelopmt. Auth.	1,559,350	1,559,350	2,328	12,934	0.83%
494	DDA Project	3,405,000	3,405,000	8,337	206,017	6.05%
<u>Enterprise Funds :</u>						
514	Auto Parking System	93,743	93,743	513	3,012	3.21%
518	Parking Assessment	221,288	221,288	41,431	223,177	100.85%
519	Cooper/Francis Parking Deck	11,050	11,050	1,989	10,591	95.85%
590	Sewer	6,949,219	6,949,219	858,791	3,953,593	56.89%
591	Water	15,234,895	15,234,895	1,286,070	7,143,920	46.89%
<u>Internal Service Funds :</u>						
641	Public Works Administration	399,794	399,794	24,761	204,275	51.10%
642	Engineering Administration	265,891	265,891	17,838	157,475	59.23%
643	Local Site Remed. Revolving	67,950	67,950	343	1,801	2.65%
661	Motor Pool and Garage	2,823,832	2,823,832	409,336	1,080,667	38.27%
676	Workers' Compensation	185,000	185,000	12,057	88,311	47.74%
677	Self-Insured Health Care	5,940,600	5,940,600	386,001	2,908,757	48.96%
<u>Trust & Agency Funds :</u>						
703	County & School Tax Collection	65,000	65,000	35,977	35,977	55.35%
731	Employees' Retirement System	6,040,000	6,040,000	2,305,749	3,625,385	60.02%
732	Policemen's/Firemen's Pension	561,185	561,185	195,119	479,891	85.51%
734	Police./Fire. Pension-345	9,629,911	9,629,911	3,425,069	7,362,978	76.46%
736	Public Employees Health Care	230,000	230,000	0	101,460	44.11%
<u>Special Assessment Funds :</u>						
852	2020 Special Assessment D/S	161,335	161,335	0	152,200	94.34%
895	Special Assessment	2,055,241	2,055,241	1,841	286,408	13.94%

Note 2

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the Seven Months Ended January 31, 2023
(Prepared on the Adopted Budget-Basis)

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

Note 2: A Budget Amendment is pending to correct this variance.



CITY COUNCIL MEETING MINUTES
February 21, 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 Mayor Daniel Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Vice Mayor/1st Ward Councilmember Arlene Robinson.

ROLL CALL:

Present: Mayor Daniel Mahoney, 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: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Engineer Jon Dowling, Director of Public Works Mike Osborne, and Director of Parks and Recreation Kelli Hoover, Deputy Director of Police Sergio Garcia, and Director of Community Services Shane LaPorte.

ADOPTION OF AGENDA:

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to adopt the agenda. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS:

5.1 City Clerk - Polling Locations

A presentation was given by City Clerk Andrea Muray regarding the potential move of polling locations so that each Ward's polling place is located within the Ward boundaries.

Motion was made by Councilmember Dancy, seconded by Councilmember Bunnell to keep the polling locations where they currently are. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

8.1 2022 City of Jackson Annual Report

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to accept and place on file 2022 City of Jackson Annual Report. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

8.2 CDBG, Home, & CV Financial Summaries for January 2023

Motion was made by Councilmember Gunn, seconded by Councilmember Schlecte to accept and place on file the CDBG, HOME, and CV Financial Summaries for January 2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

9.1 Minutes of the Regular Meeting of February 7, 2023

Approve the minutes of the regular meeting of February 7, 2023.

9.2 Special Event Application for the 2023 Gus Macker 3-on-3 Basketball Tournament

Approve a request from Experience Jackson to conduct the 2023 Gus Macker 3-on-3 Basketball Tournament on Friday, July 21 – Sunday, July 23, 2023 on the streets of downtown Jackson.

9.3 Special Event Application: JDRF One Walk

Approve a request from the Juvenile Diabetes Research Foundation to host their “One Walk” on June 17, 2023 in Ella Sharp Park.

9.4 Engineering Request for Public Hearing for a Presentation for a Lansing Avenue Corridor Improvements project.

Establish March 21, 2023 at the City Council meeting as the time and place to hold a public hearing for a presentation for a Lansing Avenue Corridor Improvements project.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the consent calendar with Item 9.4 being removed for separate consideration. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the engineering request for public hearing for a presentation for a Lansing Avenue Corridor Improvement project. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). 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.

Motion was made by Councilmember Forgrave to include the most recent update from Residents in Action in the agenda on the website. Councilmember Forgrave withdrew the motion.

NEW BUSINESS:

11.1 Corrective Resolution

Recommendation: *Approve Corrective Resolution for Special Assessment Roll No. 5000 (Street lighting on Cooper Street from Ganson to the I-94 interchange and Martin Luther King Jr. Drive from Ganson to Leroy), confirmed May 14, 2019.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the corrective resolution for Special Assessment Roll No. 5000. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.2 Loomis Park Phase 2 Change Order 1

Recommendation: *Award the Loomis Park Playground Project Phase 2 Change Order 1 to R.W. Mercer of Jackson, Michigan in the amount of \$136,837.00.*

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to award the Loomis Park Phase 2 Change Order 1. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.3 Parks Mowing and Irrigation Contract for 2023

Recommendation: *Award the Parks, Cemeteries and Downtown mowing and irrigation contract to Picture Perfect Lawn Care LLC of Concord, Michigan in the amount of \$261,718.87.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the Parks Mowing and Irrigation Contract for 2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.4 Identify Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2023 – 2024 and Establish Preliminary Funding Allocations for those Projects

Recommendation: *Identify CDBG and HOME projects for Fiscal Year 2023 – 2024 and establish preliminary funding allocations for those projects.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Dancy to identify Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Projects for Fiscal Year 2023-2024 and establish preliminary funding allocations for those projects. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.5 Approval of the sale of City owned property located at 1013 Second Ct. for \$10,000.00

Recommendation: *Approve the sale of City owned property located at 1013 Second Ct. to Tyler Schultz for \$10,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to approve the sale of City owned property located at 1013 Second Ct. for \$10,000. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.6 Water Treatment Plant Engineering Study

Recommendation: *Approval of the Professional Services Contract with Tetra Tech to perform the Engineering, for the Water Treatment Plant RFP (Request for proposal) of a Water Treatment Plant Study for \$113,000..*

Motion was made by Councilmember Forgrave, seconded by Councilmember Dancy to approve the Water Treatment Plant Engineering Study for \$113,000. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.7 F-250 Valve Truck Purchase for Public Works

Recommendation: *Approval for the purchase of one 2023 Ford F-250 4x4 Regular Cab for \$48,821.00 through Gorno Ford /MiDeal Program fitted with a Knapheide Modified Body for \$31,276.00 and one Wachs TM-7 for \$29,276.00 for the purchase amount of \$109,373.00. Including the 7% contingency for a total purchase price of \$117,030.00*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the purchase of the F-250 Valve Truck Purchase for Public Works. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.8 Myrtle and Wastewater Treatment Plant Improvements

Recommendation: *Approve the contract for the Wastewater Treatment Plant and Myrtle Lift Station Improvements project to Heaney General Contracting Inc. of Ypsilanti, MI in the amount \$7,550,058 with \$4,654,500 to be funded by the City Local Recovery Funds under the American Rescue Plan Act and the remaining \$2,895,558 to be funded with Sewer Funds.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the Myrtle and Wastewater Treatment Plant Improvements. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- 11.9 Consideration of Purchase of TA Wilson School from Jackson Public Schools**
Recommendation: *Approve the proposed purchase agreement for the TA Wilson School from JPS for a purchase price of \$150,000 and authorize the City Attorney to make minor modifications as necessary.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to postpone until the next Council meeting. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- 11.10 Ward 2 Polling Place Relocation for 2023 Election Cycle**
Recommendation: *Approve the relocation of Ward 2 polling place for the 2023 Election Cycle by moving Precinct 3 to St. John's UCC and Precincts 4 and 5 to St. John's Parish.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve the Ward 2 Polling Place relocation for the 2023 Election Cycle. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- 11.11 Transition to Even Year Citywide Elections**
Recommendation: *Establish March 7, 2023 as a date to conduct a public hearing to consider a resolution moving citywide elections from the odd year to an even year cycle.*

Motion was made by Councilmember Dancy, seconded by Councilmember Bunnell to approve the transition to even year elections. Parliamentarian Forgrave requested clarification that the motion was to establish a date to conduct a public hearing. Mayor Mahoney confirmed the motion. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

- 11.12 Amendment 2 to the 2020 Water Main Engineering Contract**
Recommendation: *Approval of Amendment 2 to the 2020 Water Main Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of \$86,260.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve Amendment 2 to the 2020 Water Main Engineering Contract. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.13 Request to Adopt a Resolution to Apply for RAISE 2023 Discretionary Grant
Recommendation: *Adopt a Resolution of Support to file an application for the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2023 Discretionary Grant Program to Reconstruct Martin Luther King, Jr. Drive from South Street to Morrell Street.*

Motion was made by Councilmember Gunn, seconded by Vice Mayor Robinson to adopt a resolution to apply for RAISE 2023 Discretionary Grant. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell all offered comments. Mayor Mahoney and Councilmember Forgrave 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 Schlecte, seconded by Councilmember Dancy. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:24 p.m.

ENVIRONMENTAL COMMISSION 01-18-23 MEETING

MINUTES (APPROVED 02-15-23)

PAGE 1 OF 4

Date: Wednesday, January 18, 2023

Time: 6:00 pm

Place: Conference Room on 10th floor of City Hall, 161 W Michigan Avenue, Jackson, Michigan

I. Call to Order Chairperson Kazmier called the meeting to order at 6:04 pm.

II. Roll Call

Present: *Commissioner Jane Flores, Commissioner Kelsey Heck Wood, Commissioner Jacob Inosencio and Commissioner Kelli Kazmier.*

Absent: *Commissioner Will Forgrave (Sixth Ward Councilmember), Commissioner Kevin Lund.*

Staff: *Troy R White, City of Jackson Engineering*

III. Adoption of the Agenda

Motion made by Commissioner Inosencio and seconded by Commissioner Flores to amend the agenda for Item IX (Revisions/Updates of Environmental Action Plan (EAP)) to be moved to in front of Item VI (Determination of 2023 Priority Issues). Motion approved unanimously.

Motion made by Commissioner Inosencio and seconded by Commissioner Flores to approve the agenda as amended. Motion approved unanimously.

IV. Approval of 11-16-22 meeting minutes

Motion made to Commissioner Inosencio to approve the minutes with the following corrections:

1) Item VIII, Citizen Comments: Mr. Bormuth's comment requires correction to read that the subject trees were marked for removal but not actually removed.

2) Item X, Next Meeting: requires correction to show that the December meeting was cancelled (not the November meeting).

Motion was seconded by Commissioner Heck Wood. Motion was approved with three yes votes, zero no votes and one abstention.

V. Election of Officers

i. Chair

Commissioner Heck Wood nominated Commissioner Kazmier to serve as chair. Commissioner Kazmier consented to serve. Commissioner Flores supported the nomination. Commissioner Kazmier was elected chair unanimously.

ii. Vice Chair

Commissioner Flores nominated Commissioner Heck Wood to serve as vice chair. Commissioner Heck Wood consented to serve. Commissioner Inosencio supported the nomination. Commissioner Heck Wood was elected vice chair unanimously.

iii. Secretary

Commissioner Kazmier nominated Mr. White to serve as Secretary. Mr. White consented to serve. Commissioner Inosencio supported the nomination. Mr. White was elected secretary unanimously.

IX. Revisions/Updates to Environmental Action Plan (EAP)

Commissioner Kazmier suggested that discussions of the EAP be used to help determine priorities for 2023. She suggested that the process for this year follow that for last year – she will take notes for the update discussions and bring back text for an EAP amendment for approval by the Commission next month.

Commissioner Inosencio requested redlines of the proposed changes.

A question arose as to the need to revise the goals contained within the EAP to include numbers and metrics.

Commissioner Inosencio stated that numbers are necessary. Such as:

How much garbage does the City generate?

How many lead water services exist and what is the pace of replacement?

How much canopy cover do we have?

What are the City's CO₂ emissions?

What is the City's energy use?

Commissioner Inosencio then suggested that it may take time to determine current conditions, discuss goals and determine deliverables. Perhaps a year to collect data, a year after to develop a plan, and another year after to measure progress. The work may be of a quantity that a grant to fund it may be required.

Commissioner Kazmier suggested that the focus of 2023 be to gather data. She proposed that the Commission revisit at this time next year to do an inventory of collected data.

Commissioner Inosencio suggested that the Commission could advise the City to issue an RFQP for a study of those areas of concern.

Commissioner Kazmier suggested that the focus would have to be defined to those areas of most concern and that she could potentially support a grant request. She summarized discussion by stating that we need to know where we are currently to determine future goals.

Commissioner Kazmier volunteered to prepared EAP modifications for consideration by the Commission. She stated that she didn't see a need to change the organization of the document but accomplishments need to be updated.

There was discussion regarding each EAP chapter and revisions suggested. Commissioner Kazmier will make these revisions to the text and bring them back for Commission approval.

VI. Determination of 2023 Priority Issues

Commissioner Kazmier suggested selecting three priority issues – but it could be more or less.

Commissioner Heck Wood related that her preferred priorities are urban forestry and urban gardening.

Commissioner Flores related that her preferred priorities are pollinators and related vegetation, urban forestry and the Cascades lagoons.

Commissioner Inosencio related that his preferred priorities are energy efficiency and inventory, urban forestry, and pollinators and plantings.

Commissioner Kazmier related that her preferred priorities are urban forestry, urban pollinator gardens and land use.

After discussion, the following were selected by consensus to be the 2023 priority issues:

- 1) Urban forestry*
- 2) Land use for pollinators*
- 3) Energy efficiency and inventory*

VII. Committee Assignments

Commissioner Inosencio stated that as everyone on the Commission has an interest in all of the priority issues perhaps it would be better for all Commissioners to work on them together rather than in committees.

Commissioner Kazmier expressed support for the idea of not formalizing committees but rather using the regularly scheduled Commission meetings for work sessions. Perhaps at regular meetings, breakout meetings could be planed and scheduled for proper public notice on an “as-needed” basis.

Following discussion, it was agreed by consensus that there will be no committee assignments and work groups will be scheduled when needed.

VIII. 2023 Priority Issues Committee Discussions

As there are no committees, there was not committee discussions.

X. Old Business

None.

XI. New Business

None.

XII. Citizen Comments

Peter Bormuth of 142 W Pearl Street provided comments regarding the Cascades lagoons, solid waste management in Jackson County, millages, and cost-free energy audit options. He also commented that newly elected officials at the state level may make room for cities to govern.

XIII. Commissioner Comments

None.

XIV. Next Meeting – Wednesday, February 15, 2023 at 6:00pm

XV. Adjournment

Motion made by Commissioner Heck Wood and seconded by Commissioner Inosencio to adjourn. Motion approved unanimously. Meeting ended at 7:37 pm.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 7, 2023
SUBJECT: **Approve a Revocable License for a Blade Sign for City Crepes at 145 North Jackson Street**

Recommendation:

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).

Attached is a report Jon Dowling, City Engineer requesting approval of a Revocable License.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: March 7, 2023

RECOMMENDATION: 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).

SUMMARY

The City has received a Revocable License request from City Crepes for the installation of a building mounted blade sign on the building at 145 N. Jackson Street. The blade sign will extend into the Jackson Street public right-of-way.

BUDGETARY CONSIDERATIONS

The Licensee is responsible for all costs and insurance associated for the construction, use and maintenance of the sign.

HISTORY, BACKGROUND and DISCUSSION

As the face of the building at 145 N. Jackson Street is located on the property line of the parcel upon which it sits, the proposed sign, although attached to the building face, will be located within the N. Jackson Street public right-of-way. As such, the installation of the sign requires a Revocable License.

DISCUSSION OF THE ISSUE

Exhibit A of the attached Revocable License document shows the size, location and appearance of the proposed sign that will project into the N. Jackson Street right-of-way.

POSITIONS

Engineering requests that the attached Revocable License be approved, and that the Mayor and City Clerk be authorized to execute the Revocable License on behalf of the City. If you have any questions, please contact me.

ATTACHMENTS

REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to **City Crepes**, a Michigan **partnership**, with offices at **145 N. Jackson St, Jackson, Michigan**, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's **N. Jackson Street** right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as **145 N. Jackson Street**, Jackson, Michigan, a **33-inch wide by 22-inch tall building mounted blade sign** (hereinafter structure@). The design, configuration and location of said structure is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall pay Licensor the sum of Twenty Five Dollars (\$25.00).
2. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.
3. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.
4. Licensee agrees to keep the structure in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

6. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's Street right-of-way.

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of \$1,000,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

8. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

9. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

10. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

11. If Licensee fails to comply with a Notice of Revocation, Licensor shall take any and all action necessary to remove the structure, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

12. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

13. This Revocable License is a personal license, and shall not be assigned by Licensee.

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the ____ day of _____, 2023.

LICENSOR:
CITY OF JACKSON, a
Michigan municipal corporation

By _____
Daniel Mahoney, Mayor

By _____
Andrea Muray, City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this ____ day of _____, 2023, by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
Jackson County, Michigan
My Comm. Exp.: _____

Acknowledged and Agreed

LICENSEE:

City Crepes

By _____
Janice Lane, Owner

By _____
Nicole Lane, Owner

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this ____ day of _____, 2023, by **Janice Lane** and **Nicole Lane**, the **Owners** of **City Crepes**, on behalf of the **partnership**.

Notary Public
Jackson County, Michigan
My Comm. Exp.: _____

Drafted by:
Matthew Hagerty
City Attorney
161 West Michigan Avenue
Jackson, Michigan 49201
(517) 788-4050

When recorded return to:
City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201

ATTACHMENT 1

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

The West 36 feet of the north half of Lot 1, Block 1 North, Range 1 East of the Original Plat of the Village of Jacksonburgh.

EXHIBIT A, PAGE 1 OF 3

CITY CREPES, 145 N JACKSON STREET, PIN 1-0011

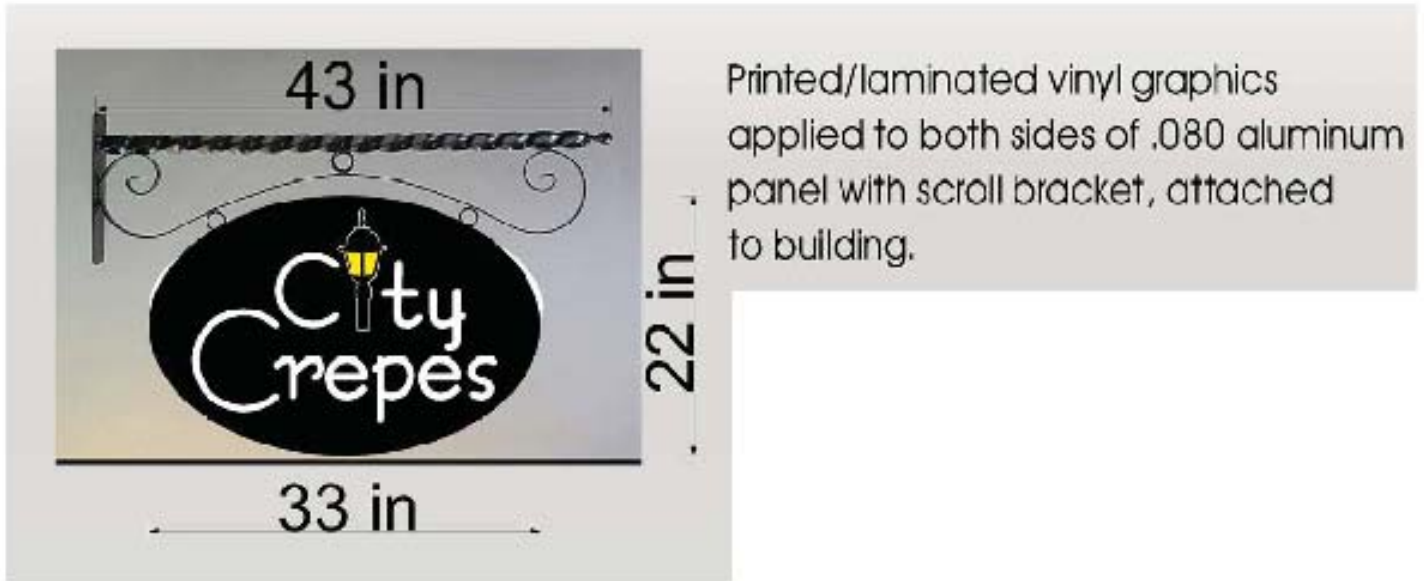


EXHIBIT A, PAGE 2 OF 3

CITY CREPES, 145 N JACKSON STREET, PIN 1-0011

141.5 in bracket to edge 141.5 in bracket to edge



284 in

EXHIBIT A, PAGE 3 OF 3

CITY CREPES, 145 N JACKSON STREET, PIN 1-0011



MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: March 7, 2023
SUBJECT: Special Event Application: Shamrock Shuffle

Recommendation:

Approve a request from YMCA to host the Shamrock Shuffle 5k on March 17, 2023 in downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Shamrock Shuffle.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: March 7, 2023

RECOMMENDATION: Approve a request from YMCA to host the Shamrock Shuffle 5k on March 17, 2023 in downtown Jackson.

SUMMARY: A 5k run/walk, with proceeds benefitting YMCA

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.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$300.00
Public Works	X		\$400.00
		<i>TOTAL</i>	<i>\$700.00</i>

CONDITIONS & CONSIDERATIONS

Road closures and police assistance

INSURANCE STATUS

Approved and on file with the Downtown Development Authority and City Attorney.

ATTACHMENTS: Special Event Application: Shamrock Shuffle

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> \$50 Application Fee | <input type="checkbox"/> Liquor License & Liquor Liability Insurance (if applicable) |
| <input type="checkbox"/> \$25 Late/Rush Fee | <input type="checkbox"/> Carnival Ride Permit (if applicable) |
| <input checked="" type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input checked="" type="checkbox"/> Event Map –Please indicate the location of all items | |

Make checks payable to “Downtown Development Authority”

Special Event Application Policy

Additional charges may occur if policies are broken.

- 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.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- 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.
- 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: Jackson YMCA	
Address: 127 W Wesley Street	Phone: (517) 782-0537
Tax ID#: 38-138-1139	Website: www.Jacksonymca.org
Contact Name: Megan Hunt	Phone: (517) 782-0537 Email: Megan@JacksonYMCA.org
Contact Name: Sam Hunt	Phone: (517) 262-6306 Email: Sam@JacksonYMCA.org
Contact Name During Event: Sam Hunt	Phone: (517) 262-6306

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
3/17	4:00 PM	5:00 PM	6:30 PM	7:30 PM

Has this event occurred before? Yes, (if yes, how many previous years? _____) No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? _____

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.

- | | |
|----------------------------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> Horace Blackman Park | <input type="checkbox"/> GrandRiver Farmers Market Pavilion |
| <input checked="" type="checkbox"/> Bucky Harris Park | <input type="checkbox"/> TRUE City Square (Stage) |
| <input type="checkbox"/> Ella Sharp Park (requires Ella Sharp Board approval) | <input type="checkbox"/> MLK Equality Trail |
| <input type="checkbox"/> Other Location: _____ | |
| <input checked="" type="checkbox"/> Streets: <u>Run on streets, see race map</u> | |
| <input type="checkbox"/> 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.

1st annual YMCA Shamrock Shuffle 5K. Run/walk to celebrate St. Patrick's day downtown. Start & finish downtown w/ bars.

Street Closure– Please indicate all street closures on your map.

Street Name: <u>w. Michigan Ave</u>	Cross Streets: <u>Jackson & Blackstone</u>
Closure Start Date: <u>3/17/23</u> Time: <u>4:30</u>	Closure End Date: <u>3/17/23</u> Time: <u>7pm</u>
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: _____

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: _____ 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 <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & "Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> 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.

<input checked="" type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input checked="" type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input checked="" type="checkbox"/> Tent Locations	<input type="checkbox"/> Trash Receptacles	<input type="checkbox"/> Requested Reserved Parking
<input type="checkbox"/> Assembly Locations	<input type="checkbox"/> Requested Street Closures	<input type="checkbox"/> Electrical Wires & Outlets
<p><i>If these details change, a revised map must be provided seven days prior to event.</i></p> <p><i>Revised maps cannot include any additional street use, reserved parking, or additional space reservations.</i></p>		

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: 

Date: 1/9/23

Office Use ONLY	
Application Received:	
Date:	
Time:	<u>AS</u>
By:	
Application Fee Received:	<u>Yes</u>

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, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items
<i>Additional fees may apply if policies are not followed</i>
No ground stakes No confetti or glitter No use of outlets without prior approval





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2023

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 Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Kathy Corden PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: West Bend Mutual Ins. Co.</td> <td>15350</td> </tr> <tr> <td>INSURER B: Accident Fund National Insurance Co</td> <td>12305</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Mutual Ins. Co.	15350	INSURER B: Accident Fund National Insurance Co	12305	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Jackson YMCA, Inc. 127 W. Wesley Street Jackson MI 49201														

COVERAGES

CERTIFICATE NUMBER: CL2211725700

REVISION NUMBER:

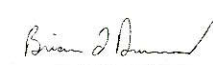
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A502222-04	11/24/2022	11/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A502222-04	11/24/2022	11/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A502222-04	11/24/2022	11/24/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	100085776	11/24/2022	11/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jackson and Jackson Downtown Development Authority are included as additional insureds for general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson 161 W Michigan Ave Jackson, MI 49201	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 Brian Drummond/KCORD 
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ACORD 25 (2014/01)

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INS025 (201401)

After talks with DPW about best practice road closures for the race and Sgt. T. Hibbard we have 15 reserve officers and are working to get at least 15 YMCA volunteers to assist with road crossings during the race.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 7, 2023
SUBJECT: **Amendment 2 to the Engineering and Project Administration, East Pipe Gallery Improvements Contract**

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.

Attached is a memo from Mike Osborn, Director of Public Works, regarding the amendment to the above-referenced contract.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: March 7, 2023

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.

SUMMARY

The attached Amendment 2 factors in additional project design, construction administration, and observation costs for the engineering and project administration services due to the additional scope of design and observations required to complete the East Pipe Galley Improvements project.

BUDGETARY CONSIDERATIONS

The additional professional service contract costs for engineering and project administration contract in the not-to-exceed amount of \$187,000 is to be funded by the Sewer Equipment Replacement Fund 406.

HISTORY, BACKGROUND and DISCUSSION

On July 13, 2021, City Council awarded the engineering and project administration, East Pipe Galley Improvements contract to Fishbeck of Lansing, MI. The original contract amount was \$109,500, and was for the design and project administration engineering for the replacement of five Return Activated Sludge (RAS) pumps (Nos. 1, 2, 4, 7, and 9), two primary effluent pumps (Nos. 1 and 3), new Variable Frequency Drives (VFDs) for primary effluent pumps 1 and 2 and upgrades to radar level instrumentation in the primary effluent and RAS wet wells. On May 10, 2022, City Council approved amendment number one in the amount of \$54,000 for the additional design of the process, electrical, lighting, and structural improvements.

DISCUSSION OF THE ISSUE

When the original East Pipe Gallery contract was awarded in 2021, the replacement of pumps and electrical equipment was to be in-kind, therefore reducing the design effort required to complete the construction documents. As Fishbeck and the Wastewater Plant employees began the design process of the East Pipe Gallery improvements it was determined that additional improvements were necessary to complete the project. These included process, electrical, structural, and site improvements. While preparing the construction permit application Fishbeck discovered the existing RAS pumps when replaced in the 1980s were not sized appropriately for the present WWTP treatment capacity, and also do not meet current design standards. This necessitated additional design efforts to recalculate the appropriate pump size and determine appropriate pump models to fit within the fully developed design.

The original fee for construction administration services was based on the replacement of the process improvements and limited electrical improvements as outlined in the contract approved by the City Council on July 13, 2021. Due to the scope of the project increasing during the planning and design process, additional

construction administration effort for the East Pipe Gallery project is required to cover the expanded project scope. Also, the original fee did not yet include construction observation services, as the construction project schedule was unknown prior to the design completion and bidding. Construction observation services will include providing a Project Representative (PR) at the site to observe the work. The services under this proposal are based on 1,440 hours and travel expenses over 60 weeks.

These additional design, construction administration, and observation costs are essential in completing the East Pipe Gallery Improvements project and will aid in providing a no-fail operation in the treatment process at the City's Wastewater Treatment Plant.

POSITIONS

Public Works recommends approval of Amendment 2 to the Engineering and Project Administration, East Pipe Galley 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 contract document.

ATTACHMENTS

**AMENDMENT NO. 2
To Contract for
Engineering and Project Administration, East Pipe Gallery Improvements Contract
City of Jackson, Michigan**

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

ORIGINAL CONTRACT AMOUNT	\$109,500.00
AMENDMENT NO. 1	\$54,000.00
CURRENT CONTRACT AMOUNT AS SET BY AMENDMENT NO. 1	\$163,500.00
AMENDMENT NO. 2	\$187,000.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	\$350,500.00

REASON FOR AMENDMENT:

An additional design effort is required in sizing the return-activated sludge (RAS) pumps for the East Pipe Gallery. The original design assumptions were based on replacing existing pumps in-kind. However, in preparation for the construction permit application, Fishbeck found the existing RAS pumps when replaced in the 1980s, and not sized appropriately for the present WWTP treatment capacity and also do not meet current design standards. This necessitated additional design effort to recalculate the appropriate pump size and determine appropriate pump models to fit within the fully developed design.

The original fee for construction administration services was based on the replacement of the process improvements and limited electrical improvements as outlined in the contract approved by the City Council on July 13, 2021. Additional construction administration effort for the East Pipe Gallery project is required to cover the expanded project scope. In addition, the original fee did not yet include construction observation, due to the construction project schedule being unknown prior to design and bidding. Construction observation services will include providing a Project Representative (PR) at the site to observe the work. The services under this proposal are based on 1,440 hours and travel expenses over 60 weeks.

- The PR will generally be onsite on a part-time basis when the contractor is performing work onsite. The frequency and duration of visits will vary based on the type of work being completed, averaging three days per week. The PR will visit the site during active construction, up to the substantial completion date.
- The PR will observe work performed by the contractor and will act as the liaison between the field and the Fishbeck Project Manager and engineers. The Project Manager will maintain the role as the primary liaison between the contractor and the City.
- The PR will attend the progress meetings.
- For issues involving a deviation from the Contract Documents, the PR will communicate with the appropriate Fishbeck staff, who will then provide direction to the contractor regarding how to proceed.

AMENDMENT NO. 2, CONTINUED
To Contract for
Engineering and Project Administration, East Pipe Gallery Improvements Contract
City of Jackson, Michigan

- The PR will provide daily reports and photographs documenting, in detail, the work completed that day, and in general, the work completed since the last visit. The PR will also document the contractor's presence onsite, weather conditions, and issues that may arise.

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Jeffrey Schumaker, President
Fishbeck

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

February 21, 2023
Project No. 211084

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

Myrtle Lift Station and WWTP East Pipe Gallery Improvements Additional Design and Construction Engineering Scope

Dear Mike:

Fishbeck provided Construction Documents to the City of Jackson (City) for the Wastewater Treatment Plant (WWTP) and Myrtle Lift Station Improvements Project consisting of two project components: Myrtle Lift Station, and East Pipe Gallery located at the WWTP. These documents were used to advertise for bid in December 2022, with bids due January 19, 2023.

The original design scope requested by the City, and the basis for Fishbeck's design fee, construction administration fee, and scope of services was outlined in our letter dated July 7, 2021. Following completion of a preliminary design report, additional design scope was outlined, with an additional design fee approved by the City via amendment on May 18, 2022. This amendment did not include a construction administration fee for the expanded design scope.

During the design phase, two issues arose requiring additional design effort outside the amended scope: concrete repair at the Myrtle Lift Station and pump sizing at the WWTP East Pipe Gallery.

This letter outlines:

1. The design fee necessary to support the additional scope of improvements approved by the City.
2. The proposed fee to provide construction administration commensurate with the full design scope, and onsite observation for the construction phase.

Additional Scope of Services

Additional Design Effort

Myrtle Lift Station

During the design phase, Fishbeck met with the City for design review meetings in July and August 2022. At that time, Fishbeck indicated field inspection indicated the top slab of the concrete influent structure at the Myrtle Lift Station was found to be in poor condition and considered unsafe. The City agreed this concrete repair and replacement was a priority and must be included in this project. Fishbeck advised that replacement of the concrete was outside of the design scope. The City requested that Fishbeck complete the design and include the concrete replacement in the Construction Documents.

East Pipe Gallery

Additional design effort was also required in sizing the return sludge pumps for the East Pipe Gallery. The original design assumptions were based on replacing existing pumps in-kind. However, in preparation for the construction permit application, Fishbeck found the existing return sludge pumps when replaced in the 1980s were not sized appropriately for the present WWTP treatment capacity and current design standards. This necessitated additional design effort to recalculate the appropriate pump size and determine appropriate pump models to fit within the fully developed design.

Construction Phase

Additional Construction Administration Scope

The original fee for construction administration services was based on replacement of the process improvements and limited electrical improvements as outlined in our letter dated July 7, 2021, and approved July 20, 2021. Additional construction administration effort for the Myrtle Lift Station and East Pipe Gallery is required to cover the expanded project scope described in our letter dated March 25, 2022, and approved May 18, 2022, including:

- Slide gate replacement.
- Electrical motor control center replacement.
- HVAC system replacement and new dehumidifiers.
- Addition of access hatches to underground structures.
- Building improvements including painting and roof replacement.
- Concrete repair and replacement as described herein.

The additional fee also reflects the preliminary project construction schedule. Heaney General Contracting indicated their anticipated schedule is based on receiving a contract award in February 2023, completing all initial shop drawing submittals by May 2023, and accomplishing final completion by September 30, 2024; for 19 months of construction administration and oversight.

Construction Observation Services

The original fee did not yet include construction observation, due to the construction project schedule being unknown prior to design and bidding.

Construction observation services will include providing a Project Representative (PR) at the site to observe the work. The services under this proposal are based on 1,440 hours and travel expenses over 60 weeks.

1. The PR will generally be onsite on a part-time basis when the contractor is performing work onsite. The frequency and duration of visits will vary based on the type of work being completed, averaging three days per week. The PR will visit the site during active construction, up to the substantial completion date.
2. The PR will observe work performed by the contractor and will act as the liaison between the field and the Fishbeck Project Manager and engineers. The Project Manager will maintain the role as the primary liaison between the contractor and the City.
3. The PR will attend the progress meetings.
4. For issues involving a deviation from the Contract Documents, the PR will communicate with the appropriate Fishbeck staff, who will then provide direction to the contractor regarding how to proceed.
5. The PR will provide daily reports and photographs documenting, in detail, the work completed that day, and in general, the work completed since the last visit. The PR will also document the contractor's presence onsite, weather conditions, and issues that may arise.

Assumptions

The additional scope of services and proposed fees are based on the following assumptions:

- The City will hire a third party directly for any material testing required in accordance with the specifications.
- Initial concrete inspections will be conducted by the contractor in accordance with the specifications.
- Control panels, SCADA system upgrades, and programming will be handled by TetraTech as a part of their contract with the City. Required control upgrades will need to occur in tandem with the process and electrical equipment upgrades, coordinated by the City.
- The Storm Pump Building Project will be bid and constructed as a separate project. This fee does not include construction observation for that project.

Fishbeck will strive to communicate in a timely manner if we discover the project scope changes and will work with the City to amend our approach, scope of services, efforts, and fees accordingly.

Professional Services Fees

Based on the remaining budget in the project, the additional budget approval necessary to provide the services outlined herein on an hourly plus expenses basis is not to exceed Three Hundred Ninety-Six Thousand Dollars (\$396,000), as outlined below.

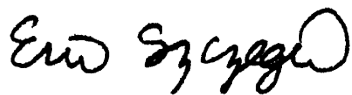
Project Component	Additional Design Scope	Additional Construction Administration	Construction Observation	Total Additional Fee
Project 1 – Myrtle Lift Station	\$17,000	\$67,000	\$125,000	\$209,000
Project 2 – East Pipe Gallery	\$10,000	\$62,000	\$115,000	\$187,000
Total	\$27,000	\$129,000	\$240,000	\$396,000

Authorization

The work will be completed under the original contracts signed and dated July 20, 2021, and amended May 18, 2022.

If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegielniak, PE

Senior Water & Wastewater Engineer

By email

Copy: Trent Stockman – City
Chandra Willinger – City
Jeffrey Brown, PE – Fishbeck

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 7, 2023
SUBJECT: **Amendment 2 to the Engineering and Project Administration, Myrtle Street Lift Station Upgrades Contract**

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.

Attached is a memo from Mike Osborn, Director of Public Works, regarding the amendment to the above-referenced contract.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: March 7, 2023

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.**

SUMMARY

The attached Amendment 2 factors in additional project design, construction administration, and observation costs for the engineering and project administration services due to the additional scope of design and observations required to complete the Myrtle Street Lift Station Upgrades project.

BUDGETARY CONSIDERATIONS

The additional professional service contract costs for engineering and project administration contract in the not-to-exceed amount of \$209,000 is to be funded by the Sewer Equipment Replacement Fund 406.

HISTORY, BACKGROUND and DISCUSSION

On July 13, 2021, City Council awarded the Engineering and Project Administration, Myrtle Street Lift Station Upgrades contract to Fishbeck of Lansing, MI. The original contract amount was \$89,000, and was for the design and project administration engineering for the upgrades to Pumps 1, 3, and 4, utilizing the existing electrical equipment and replacing the standby generator. On May 10, 2022, City Council approved Amendment 1 in the amount of \$93,000 for the additional design of the process, electrical, and architectural site improvements associated with this project.

DISCUSSION OF THE ISSUE

When the original contract was awarded in 2021, it was assumed that some of the existing infrastructure of the lift station and its electrical equipment could be utilized with the upgrades that were planned. As Fishbeck and the Wastewater Plant employees began the design process of the Myrtle Street Lift Station upgrades it was determined additional improvements are necessary to complete the project. These include process, electrical, mechanical, structural, and architectural site improvements. Upon the field inspection in the summer of 2022, it was determined the top slab of the concrete influent structure at the Myrtle Lift Station was found to be in poor condition and considered unsafe. The City agreed this concrete repair and replacement was a priority and must be included in this project. Fishbeck advised that the replacement of the concrete would be outside of the amended contract's design scope. The City requested that Fishbeck complete the design and include the concrete replacement in the construction documents.

The original fee for construction administration services was based on the replacement of the process improvements and limited electrical improvements as outlined in the contract approved by the City Council on July 13, 2021. Due to the scope of the project increasing during the planning and design process, additional construction administration effort for the Myrtle Lift Station project is required to cover the expanded project

scope. In addition, the original fee did not yet include construction observation services, as the construction project schedule was unknown prior to design completion and bidding. Construction observation services will include providing a Project Representative (PR) at the site to observe the work. The services under this proposal are based on 1,440 hours and travel expenses over 60 weeks.

These additional design and construction and observation costs are essential in completing the improvements at the Myrtle Street Lift Station and will aid in providing a no-fail operation in delivering wastewater to the City's Wastewater Treatment Plant.

POSITIONS

Public Works recommends approval of Amendment 2 to the Engineering and Project Administration, Myrtle 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 contract document.

ATTACHMENTS

**AMENDMENT NO. 2
To Contract for
Engineering and Project Administration, Myrtle Street Lift Station Upgrades Contract
City of Jackson, Michigan**

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

ORIGINAL CONTRACT AMOUNT	\$89,000.00
AMENDMENT NO. 1	\$93,000.00
CURRENT CONTRACT AMOUNT AS SET BY AMENDMENT NO. 1	\$182,000.00
AMENDMENT NO. 2	\$209,000.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	\$391,000.00

REASON FOR AMENDMENT:

During the field inspection, it was indicated the top slab of the concrete influent structure at the Myrtle Lift Station was found to be in poor condition and considered unsafe. The City agreed this concrete repair and replacement was a priority and must be included in this project. Fishbeck advised that the replacement of the concrete was outside of the design scope. The City requested that Fishbeck complete the design and include the concrete replacement in the Construction Documents.

The original fee for construction administration services was based on the replacement of the process improvements and limited electrical improvements as outlined in the contract approved by the City Council on July 13, 2021. Additional construction administration effort for the Myrtle Lift Station is required to cover the expanded project scope. In addition, the original fee did not yet include construction observation, due to the construction project schedule being unknown prior to design and bidding. Construction observation services will include providing a Project Representative (PR) at the site to observe the work. The services under this proposal are based on 1,440 hours and travel expenses over 60 weeks.

- The PR will generally be onsite on a part-time basis when the contractor is performing work onsite. The frequency and duration of visits will vary based on the type of work being completed, averaging three days per week. The PR will visit the site during active construction, up to the substantial completion date.
- The PR will observe work performed by the contractor and will act as the liaison between the field and the Fishbeck Project Manager and engineers. The Project Manager will maintain the role as the primary liaison between the contractor and the City.
- The PR will attend the progress meetings.
- For issues involving a deviation from the Contract Documents, the PR will communicate with the appropriate Fishbeck staff, who will then provide direction to the contractor regarding how to proceed.

AMENDMENT NO. 2, CONTINUED
To Contract for
Engineering and Project Administration, Myrtle Street Lift Station Upgrades Contract
City of Jackson, Michigan

- The PR will provide daily reports and photographs documenting, in detail, the work completed that day, and in general, the work completed since the last visit. The PR will also document the contractor's presence onsite, weather conditions, and issues that may arise.

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Jeffrey Schumaker, President
Fishbeck

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

February 21, 2023
Project No. 211084

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

Myrtle Lift Station and WWTP East Pipe Gallery Improvements Additional Design and Construction Engineering Scope

Dear Mike:

Fishbeck provided Construction Documents to the City of Jackson (City) for the Wastewater Treatment Plant (WWTP) and Myrtle Lift Station Improvements Project consisting of two project components: Myrtle Lift Station, and East Pipe Gallery located at the WWTP. These documents were used to advertise for bid in December 2022, with bids due January 19, 2023.

The original design scope requested by the City, and the basis for Fishbeck's design fee, construction administration fee, and scope of services was outlined in our letter dated July 7, 2021. Following completion of a preliminary design report, additional design scope was outlined, with an additional design fee approved by the City via amendment on May 18, 2022. This amendment did not include a construction administration fee for the expanded design scope.

During the design phase, two issues arose requiring additional design effort outside the amended scope: concrete repair at the Myrtle Lift Station and pump sizing at the WWTP East Pipe Gallery.

This letter outlines:

1. The design fee necessary to support the additional scope of improvements approved by the City.
2. The proposed fee to provide construction administration commensurate with the full design scope, and onsite observation for the construction phase.

Additional Scope of Services

Additional Design Effort

Myrtle Lift Station

During the design phase, Fishbeck met with the City for design review meetings in July and August 2022. At that time, Fishbeck indicated field inspection indicated the top slab of the concrete influent structure at the Myrtle Lift Station was found to be in poor condition and considered unsafe. The City agreed this concrete repair and replacement was a priority and must be included in this project. Fishbeck advised that replacement of the concrete was outside of the design scope. The City requested that Fishbeck complete the design and include the concrete replacement in the Construction Documents.

East Pipe Gallery

Additional design effort was also required in sizing the return sludge pumps for the East Pipe Gallery. The original design assumptions were based on replacing existing pumps in-kind. However, in preparation for the construction permit application, Fishbeck found the existing return sludge pumps when replaced in the 1980s were not sized appropriately for the present WWTP treatment capacity and current design standards. This necessitated additional design effort to recalculate the appropriate pump size and determine appropriate pump models to fit within the fully developed design.

Construction Phase

Additional Construction Administration Scope

The original fee for construction administration services was based on replacement of the process improvements and limited electrical improvements as outlined in our letter dated July 7, 2021, and approved July 20, 2021. Additional construction administration effort for the Myrtle Lift Station and East Pipe Gallery is required to cover the expanded project scope described in our letter dated March 25, 2022, and approved May 18, 2022, including:

- Slide gate replacement.
- Electrical motor control center replacement.
- HVAC system replacement and new dehumidifiers.
- Addition of access hatches to underground structures.
- Building improvements including painting and roof replacement.
- Concrete repair and replacement as described herein.

The additional fee also reflects the preliminary project construction schedule. Heaney General Contracting indicated their anticipated schedule is based on receiving a contract award in February 2023, completing all initial shop drawing submittals by May 2023, and accomplishing final completion by September 30, 2024; for 19 months of construction administration and oversight.

Construction Observation Services

The original fee did not yet include construction observation, due to the construction project schedule being unknown prior to design and bidding.

Construction observation services will include providing a Project Representative (PR) at the site to observe the work. The services under this proposal are based on 1,440 hours and travel expenses over 60 weeks.

1. The PR will generally be onsite on a part-time basis when the contractor is performing work onsite. The frequency and duration of visits will vary based on the type of work being completed, averaging three days per week. The PR will visit the site during active construction, up to the substantial completion date.
2. The PR will observe work performed by the contractor and will act as the liaison between the field and the Fishbeck Project Manager and engineers. The Project Manager will maintain the role as the primary liaison between the contractor and the City.
3. The PR will attend the progress meetings.
4. For issues involving a deviation from the Contract Documents, the PR will communicate with the appropriate Fishbeck staff, who will then provide direction to the contractor regarding how to proceed.
5. The PR will provide daily reports and photographs documenting, in detail, the work completed that day, and in general, the work completed since the last visit. The PR will also document the contractor's presence onsite, weather conditions, and issues that may arise.

Assumptions

The additional scope of services and proposed fees are based on the following assumptions:

- The City will hire a third party directly for any material testing required in accordance with the specifications.
- Initial concrete inspections will be conducted by the contractor in accordance with the specifications.
- Control panels, SCADA system upgrades, and programming will be handled by TetraTech as a part of their contract with the City. Required control upgrades will need to occur in tandem with the process and electrical equipment upgrades, coordinated by the City.
- The Storm Pump Building Project will be bid and constructed as a separate project. This fee does not include construction observation for that project.

Fishbeck will strive to communicate in a timely manner if we discover the project scope changes and will work with the City to amend our approach, scope of services, efforts, and fees accordingly.

Professional Services Fees

Based on the remaining budget in the project, the additional budget approval necessary to provide the services outlined herein on an hourly plus expenses basis is not to exceed Three Hundred Ninety-Six Thousand Dollars (\$396,000), as outlined below.

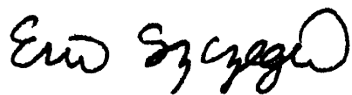
Project Component	Additional Design Scope	Additional Construction Administration	Construction Observation	Total Additional Fee
Project 1 – Myrtle Lift Station	\$17,000	\$67,000	\$125,000	\$209,000
Project 2 – East Pipe Gallery	\$10,000	\$62,000	\$115,000	\$187,000
Total	\$27,000	\$129,000	\$240,000	\$396,000

Authorization

The work will be completed under the original contracts signed and dated July 20, 2021, and amended May 18, 2022.

If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegielniak, PE

Senior Water & Wastewater Engineer

By email

Copy: Trent Stockman – City
Chandra Willinger – City
Jeffrey Brown, PE – Fishbeck

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 24, 2023
SUBJECT: 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).

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Johnathan Greene, City Manager
FROM: Barb Matthes, Utility Billing Supervisor
DATE: February 24, 2023
RECOMMENDATION: Renew the 2023 City Owned, H4HH/MSHDA lot mowing and Grounds Maintenance contracts to Alpha & Omega Construction, Jackson, Michigan

SUMMARY

The City Manager’s Office has been working diligently to sell city owned lots and lower the excessive number of properties the city has acquired over the years past. They have successfully managed to bring the numbers down to the following: 429 City Owned lots, 190 H4HH lots, 17 MSHDA lots and 1,204,652 sf of Grounds Maintenance (islands, parkways, street right of way, etc.) throughout the City. The ongoing campaign to sell properties has decreased the number of lots owned by the city by 179 over the prior 3 years. This decrease is the comparison between the 2020 numbers shown below in the History and 2023 totals shown above. Alpha & Omega Construction has requested a renewal of this contract for 2023. The cost of mowing and maintaining each property is dependent on the actual lot size.

BUDGETARY CONSIDERATIONS

This mowing work is included in the annual budget, with the City Owned lots being charged to (101-465-207 City Property Maintenance), H4HH lots being charged to (101-465-209 Additional City Property Maintenance) and Grounds Maintenance being charged to a combination of (trunk lines/334,250 SF, locals, majors and City Property Maintenance).

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson awarded the contract for all 3 divisions of mowing: 540 City-Owned lots (Division 1), 253 H4HH lots/22 MSHDA lots (Division 2), and 946,455sf of Grounds Maintenance (islands, parkways, street right of way, etc.), (Division 3) throughout the City to Alpha & Omega Construction as the lowest responsible bidder in 2020. Alpha & Omega Construction also held these contracts from 2017-2019. The contractor will be provided the entire list of addresses and will be tasked with maintaining the mowing schedule. If new properties are acquired or any are sold, they can be added or subtracted accordingly to the contractor’s ongoing list.

DISCUSSION OF THE ISSUE

This work is vital to maintaining the appearance and safety of our neighborhoods. Keeping the city owned properties maintained also allows for enforcement of the noxious weed ordinance.

POSITIONS

I recommend the renewal of the City-Owned, H4HH/MSHDA lot mowing and Grounds Maintenance contracts to Alpha & Omega Construction.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 24, 2023
SUBJECT: 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.**

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Barb Matthes, Utility Billing Supervisor
DATE: February 24, 2023
RECOMMENDATION: Extend the Private Lot Mowing contract to Elysian Landscape for 2023

SUMMARY

The City of Jackson issued requests for bids in 2019 for the as-needed mowing of private lots throughout the City, in accordance with Noxious Weed Ordinance Section 26-75 and Section 26-77 and at the time received three bids. Elysian Landscape was the lowest qualified bidder and was awarded the contract in 2019. They have held the contract since that time (4 years). Elysian has requested to extend this contract by 1 year at the original bidding costs.

BUDGETARY CONSIDERATIONS

The bid results are shown below. The bid amounts are based on historical and projected number of private lots encountered annually:

Elysian Landscape = \$38,450.00
Picture Perfect Lawn Care, LLC = \$65,350.00
Executive Property Maintenance of Michigan, LLC= \$46,775.00

This project is included in the annual budget, and all work performed is **charged back to property owners.**

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson has used a contractor for the past 23 years to maintain unkempt private properties in the City of Jackson. It is recommended we continue to utilize a contractor to aid in the enforcement of the city's Noxious Weed Ordinance.

DISCUSSION OF THE ISSUE

This work is vital to maintaining the appearance & safety of our neighborhoods by enforcing the noxious weed ordinance when necessary.

POSITIONS

It is recommend to award a 1 year extension of the private lot mowing contract to Elysian Landscape for the 2023 mowing season.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 7, 2023
SUBJECT: **Resolution to 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.

Attached is a memo from Jon H. Dowling, City Engineer, regarding a resolution to decertify a street within the City with MDOT as described in the report.

I recommend approval. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: March 7, 2023

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.

SUMMARY

The City of Jackson must certify the street mileage annually with the Michigan Department of Transportation (MDOT) in accord with Public Act 51 of 1951, as amended, along with listing the changes in the system.

BUDGETARY CONSIDERATIONS

The City must certify the street mileage annually to be able to receive the road funding from the state of Michigan.

HISTORY, BACKGROUND and DISCUSSION

The City has complied with the reporting of Public Act 51 of 1951 since its initial adoption.

DISCUSSION OF THE ISSUE

City Council approved a resolution to vacate McKay Street at their March 28, 2006 meeting. The attached resolution to decertify McKay Street is required by MDOT.

POSITIONS

I request approval of the resolution to decertify the roadway as presented, and for the Mayor and City Clerk to execute the resolution.

JHD/ss

RESOLUTION

BY CITY COUNCIL:

WHEREAS, a street was vacated by City Council on March 28, 2006; and

WHEREAS, the City of Jackson must certify the street mileage annually with the Michigan Department of Transportation in accordance with Public Act 51 of 1951, as amended; and

WHEREAS, the City of Jackson does wish to decertify the following street; and

WHEREAS, the decertification of McKay Street is located from Argyle Street to the south end, for a total decertification length of 290 feet.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council by this resolution does agree to the decertification of the street as described above.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 7th day of March, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 8th day of March, 2023.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 7, 2023
SUBJECT: **Resolution for approval of a contract with the Michigan Department of Transportation for work on Brown Street from Morrell Street to Michigan Avenue.**

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.

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract with MDOT for Brown Street.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E.
DATE: March 7, 2023

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.

SUMMARY

Attached is a resolution to enter into a contract with MDOT for Brown Street from Morrell Street to Michigan Avenue, constructing a non-motorized trail on Brown from Morrell to Michigan along with the associated road work.

BUDGETARY CONSIDERATIONS

The cost-participation agreement and contract number 23-5012 for this project has been prepared by MDOT and forwarded to the City of Jackson for approval. The estimate for the construction work is \$1,040,000 with the federal share being \$833,000 and the City share being \$207,000.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson has been building a non-motorized network around the City for many years. A 10-foot wide concrete non-motorized trail was built on the east side of Brown Street from High Street to Morrell Street in 2014. A 10-foot wide concrete non-motorized trail was built on the north side of Michigan Avenue from Brown to Glick Highway in 2017. Currently, Brown Street has been narrowed from four lanes to three lanes with bike lanes on each side.

DISCUSSION OF THE ISSUE

The proposed work is to reconstruct the east curb on Brown Street from Morrell to Michigan so that there are three 12-foot lanes and room to build a 10-foot non-motorized trail on the east side of the roadway. The current asphalt road will then be milled and repaved with new hot mix asphalt.

POSITIONS

I am requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the City desires to extend its non-motorized trail system by connecting the Brown Street trail from Morrell Street to Michigan Avenue; and

WHEREAS, the east curb line on Brown Street needs to be relocated to allow the non-motorized trail to be built; and

WHEREAS, the City has received Federal Surface Transportation Funds for 81.85% to a maximum of \$833,000; and

WHEREAS, the cost-participation agreement and contract number 23-5012 has been prepared for this project by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$1,040,000 with the Federal share being \$833,000 and the City share being \$207,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the construction of the non-motorized trail on Brown Street from Morrell Street to Michigan Avenue along with the associated roadwork; and

BE IT FURTHER RESOLVED that the City Council does approve entering into contract number 23-5012 with the Michigan Department of Transportation; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the contract documents on behalf of the City.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 7th day of March, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 8th day of March, 2023.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

STP

DA

Control Section	STUL 38000
Job Number	207186CON
Project	23A0217
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5012

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 2, 2023, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing along Brown Street from Morrell Street to Michigan Avenue, including roadway grading, aggregate base, storm sewer, concrete sidewalk, curb and gutter, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$833,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation

corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 2, 2023

EXHIBIT I

CONTROL SECTION	STUL 38000
JOB NUMBER	207186CON
PROJECT	23A0217

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,040,000
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,040,000
Less Federal Funds*	<u>\$ 833,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 207,000

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 7th, 2023

SUBJECT: Property trade between the City of Jackson and Habitat for Humanity

Recommendation: Approve the trade of City owned residential property identified as 503 Bates St (Pin #8-118200000) to Habitat for Humanity for property residential property owned by Habitat for Humanity, identified as 104 W. Mason St (Pin # 4-013000000) and 102 W. Mason St (Pin # 4-013100000).

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT
May 11, 2021

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: Council Meeting March 7th, 2023

RECOMMENDATION: Approve the trade of City owned residential property identified as 503 Bates St (Pin #8-118200000) to Habitat for Humanity for residential property owned by Habitat for Humanity, identified as 104 W. Mason St (Pin # 4-013000000) and 102 W. Mason St (Pin # 4-013100000).

SUMMARY

Habitat for Humanity wants to acquire City Owned property at 503 Bates St to build a single family structure. The City would like to acquire two lots owned by Habitat on W. Mason St that would pair well with other vacant lots in the Partnership Park neighborhood that are owned by the City. Having the additional lots on Mason St would help the City in negotiations for new home construction in the Partnership Park neighborhood.

BUDGETARY CONSIDERATIONS

Cost for filing deeds for the two properties: 2 X \$30.00= \$ 60.00

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson had previously engaged in a robust blight elimination program. Hundreds of blighted and dilapidated structures were demolished. The demo program guidelines enacted by the City ensured that obstacles for future development were removed. This City is now taking an active role to spur development of housing in the neighborhood that are littered with vacant City owned lots. Through the excellent relationship City Staff has with Habitat, members of both organizations have been able to discuss options to help Habitat with their organizational goal to build homes through the transfer of City owned property. Habitat has identified 503 Bates St as the next site for the organization to do its next build. Habitat currently owns 102 and 104 W Mason St which is located within the Partnership Park neighborhood. This is an area the City has focused its efforts and resources for many years in an attempt to improve the community. This can be seen most recently by the City's commitment to the Habitat "Deland" project. Most recently new home developers are looking closely at building in the Partnership Park neighborhood. If the City were able to acquire 102-104 W. Mason St, it would allow for a more strategic approach for marketing and developing the Partnership Park neighborhood.

POSITIONS

Staff recommends making the property trade indicated in the recommendation above.

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: Council Meeting – February 7, 2020

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.

PERSONAL & CONFIDENTIAL

February 28, 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 Fifty (150) day "Initial Inspection Period" to inspect all aspects of the physical and economic condition of the Property. Purchaser shall be entitled to two (2) sixty (60) 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 March 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: _____

Exhibit "A"

