



AGENDA- CITY COUNCIL

Tuesday, May 9, 2023
6:30 PM

Page

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

Invocation will be given by 6th Ward Councilmember Will Forgrave.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

6. PUBLIC HEARINGS.

6.1 Conduct a Public Hearing

FY 2023-2024 Proposed Budget

*Public hearing on the City's fiscal year 2022-2023 proposed budget
(Copy available on the City's website).*

7. CITIZEN COMMENTS.

(3-Minute Limit)

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

(Accept and Place on File)

8.1 Receive the Environmental Commission Minutes for 3-15-23.

7 - 11

[ENVIRONMENTAL](#)

[COMMISSION MINUTES 031523 APPROVED.pdf](#) 

9. CONSENT CALENDAR

Consent Action

- 9.1 Minutes of the Regular Meeting on April 25, 2023 12 - 19
[CCMIN 4.25.23.pdf](#) 
Approve the minutes of the regular meeting of the Jackson City Council on April 25, 2023.
- 9.2 Minutes of the Special Meeting on May 2, 2023 20
[5.02.23 Budget Workshop Mintues.docx](#) 
Approve the mintues of the special meeting of the Jackson City Council on May 2, 2023.
- 9.3 Reappointment to Environmental Commission 21 - 24
[Environmental Comm reppointment - Kazmier.pdf](#) 
Approve the Mayor's recommendation to reappoint Kelli Kazmier to the Environmental Commission for a term of 3 years, beginning May 30, 2023 and ending on May 29, 2026.
- 9.4 Special Event Application for the Jackson Civil War Muster 25 - 32
[SEA--Civil War Muster 2023.pdf](#) 
Approve a request from the Jackson Civil War Society to host their Civil War Muster on August 26 & 27, 2023, in/around the Sparks Foundation ("Cascades") Park.
- 9.5 Special Event Application for the Jackson High School Graduation Ceremony 33 - 41
[SEA--Jackson High Graduation.pdf](#) 
Approve a request from Jackson High School to host their Graduation Ceremony on Friday, May 26, 2023 and use road closures on Wildwood Avenue near Jackson High School.
- 9.6 Special Event Application for the Encounter Church Go Skate Day 42 - 50
[SEA--Go Skate Day.pdf](#) 
Approve a request from the Encounter Church to host their Go Skate Day June 21, 2023 at Nixon Skate Park in the City of Jackson.
- 9.7 Special Event Application for the annual Cascades 4th of July Fireworks celebration 51 - 65
[SEA---Fourth of July Fireworks.pdf](#) 

Approve a request from the Jackson County Parks Department to conduct their annual 4th of July Fireworks celebration on Monday, July 3, 2023 at the Sparks Foundation County Park.

- 9.8 Special Event Application for the annual Cascades Labor Day Fireworks celebration 66 - 80

[SEA--Labor Day Fireworks.pdf](#) 

Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, September 2, 2023, at the Sparks Foundation County Park.

- 9.9 Special Event Application: Jackson County Office of the Sheriff Open House 81 - 89

[SEA--Jackson County Sheriffs Office Open House.pdf](#) 

Approve a request from the Jackson County Office of the Sheriff to host their Open House on June 4, 2023, in their garage and parking area at 212 W. Wesley St. in Jackson.

- 9.10 Special Event Application for the annual Cascades Memorial Day Fireworks celebration 90 - 104

[SEA-- Cascades Memorial Day Fireworks.pdf](#) 

Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 27, 2023 at the Sparks Foundation County Park.

- 9.11 Special Event Application for the Amen 4 Youth, LLC Southside Summerfest Events 105 - 113

[SEA--Southside Summer Fest.pdf](#) 

Approve a request from Amen for Youth, LLC to host their Southside Summerfest Events on May 27, June 10, July 8, and August 12 in Elnora Moorman Plaza and on Milwaukee Street in Jackson.

- 9.12 Special Event Application: Around the Park for Autism 114 - 123

[SEA-- Around the Park 5K.pdf](#) 

Approve a request from the Jackson Autism Support Network to host "Around the Park for Autism" on May 13, 2023, in and around Sparks Foundation Park.

- 9.13 Special Event Application for the Jackson County Veteran's Council Memorial Day Procession and Ceremony 124 - 130

[SEA--Memorial Day Parade.pdf](#) 

Approve a request from the Jackson County Veteran's Council to conduct their Memorial Day Procession and Ceremony on Monday, May 29, 2023, on the streets of downtown Jackson.

10. OTHER BUSINESS.

10.1 Final Report - Winter Sheltering of the City's Unhoused

11. NEW BUSINESS.

11.1 Dodge Durango Purchase for Police Department 131 - 133

[Police Durango Purchase.pdf](#) 

Approve the purchase of a Dodge Durango through the John Jones Automotive Group for \$45,925 for use as a patrol vehicle.

11.2 Approve a Resolution to Decline Exercising the City of Jackson's Right of First Refusal under PA 123 of 1999 134 - 137

[CD - Right of First Refusal 5-9-23.pdf](#) 

Recommend City Council decline exercising its right of first refusal for 35 properties identified in Exhibit A of the attached resolution.

11.3 Change Order 2 to the Martin Luther King Equality Trail Lighting Contract with Cochran Electric Company. 138 - 140

[Engineering Change Order 2 - Martin Luther King Equality Trail Lighting Contract.pdf](#) 

Approve Change Order 2 to the Martin Luther King Equality Trail Lighting Improvements contract with Cochran Electric Company in the increased amount of \$5,513.18, to compensate for extra work for an electrical service relocation and authorize the City Manager and City Engineer to execute the appropriate document.


11.4 Change to the Standard Lighting Contract for Streetlights with Consumers Energy for installation of one new streetlight across from 1308 Williams Street. 141 - 148

[Engineering Consumers Streetlight Contract Change.pdf](#) 

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight across from 1308 Williams Street and authorize the Mayor and City Clerk to execute the appropriate documents.

11.5 Amendment 1 to the 23-002 Major Street Engineering 149 - 153

Contract.

[Engineering Amendment 1 23-002 Major Street Eng Contract.pdf](#) 

Approval of Amendment 1 to the 23-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$80,700.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

- 11.6 Resolution for Approval of a Contract with the Michigan Department of Transportation for Safety Improvements at Trail Crossings on Streets. 154 - 184

[Engineering MDOT Contract Crosswalk Safety Improvements.pdf](#) 


Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for safety improvements at trail crossings on several streets, and authorize the Mayor and City Clerk to execute the appropriate documents.

- 11.7 Approve Submission of the 2023-2024 CDBG / HOME Annual Action Plan 185 - 242

[2023-2024 Annual Action Plan CC Agenda Packet Item.pdf](#) 

Approve submission of the 2023-2024 CDBG / HOME Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.

- 11.8 Approve the sale of City owned property located at 404 Homewild Avenue 243 - 262

Approve the sale of City owned property located at 404 Homewild Ave, to Everhomes Investments, LP for \$8,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications
[404 Homewild Sale 2nd Offer Agenda Packet May 9 2023.pdf](#) 

- 11.9 Approve the sale of City owned property located at 1034 Williams Street 263 - 280

Approve the sale of City owned property located at 1034 Williams Street to Dandrielle Williams for \$7,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications

[1034 Williams St Home Sale Agenda Packet May 9 2023.pdf](#) 

- 11.10 Approve a resolution to reallocate Program Income to CDBG Admin 281 - 284
Approve the resolution to amend the CDBG budgets for fiscal years 2021/2022 and 2022/2023 to budget excess program income received in fiscal year 2021/2022 to the fiscal year 2022/2023 General and Rehabilitation Administration Activities.

[5.9.23 - Resolution -PI Reallocation to CDBG Admin.pdf](#) 

- 11.11 Award the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract to Wilcox Lawn and Landscaping Inc. of Clarklake, Michigan in the amount of \$120,953.90. 285 - 293
[Ella Sharp Park Miniature Golf Fountain ProjectAgenda Item.pdf](#) 
Award the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract to Wilcox Lawn and Landscaping Inc. of Clarklake, Michigan in the amount of \$120,953.90.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

ENVIRONMENTAL COMMISSION 03-15-23 MEETING

MINUTES (APPROVED 04-19-23)

PAGE 1 OF 5

Date: Wednesday, March 15, 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 6:01 pm.*

II. Roll Call

Present: *Commissioner Jane Flores
Commissioner Will Forgrave (Sixth Ward Councilmember)
Commissioner Kelsey Heck Wood
Commissioner Jacob Inosencio
Commissioner Kelli Kazmier (Chair)
Commissioner Conner Wood*

Absent: *Commissioner Kevin Lund.*

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

Also Present: *Mayor Daniel Mahoney
City Manager Jonathan Greene
Jessica Henry, City of Jackson Intern*

III. Adoption of the Agenda

Motion made by Commissioner Wood and seconded by Commissioner Flores to approve the agenda as presented approved unanimously.

IV. Approval of 02 -15-23 meeting minutes

Motion made by Commissioner Heck Wood and seconded by Commissioner Inosencio to approve the minutes as presented approved unanimously.

V. New Business

None.

VI. Old Business

None.

VII. 2023 Priority Issues

a) Urban Forestry

Commissioner Inosencio expressed that he would like to organize a tree planting ceremony that includes a formal Earth Day proclamation by the Mayor. A celebratory event for Earth Day or Arbor Day is a needed to pursue Tree City USA designation.

Commissioner Inosencio explained that, to obtain Tree City USA designation, the City of Jackson must spend \$2.00 per person per year on forestry. That requirement is met as the current forestry budget is multiple times larger than \$2.00 per person.

Commissioner Inosencio stated that a tree canopy survey would be a helpful tool to set a baseline and set goals.

Mr. White related that perhaps such a study was done in recent years. He will consult with the City's GIS Coordinator to determine what past work has been performed.

Commissioner Kazmier suggested that getting the Tree City USA designation be the first task to tackle and the canopy survey be the second.

Commissioner Inosencio related that he has discussed with the City Manager the need for a certified arborist or forester to guide the management of the City's trees. He related that it is the City Manager's preference that a contracted arborist or forester be used rather than a direct hire to City staff. The contractor the City currently uses has a certified arborist on staff.

Commissioner Kazmier suggested that it be written into a Tree Ordinance that a professional be consulted for tree plantings and maintenance.

Commissioner Kazmier summarized the discussion

- 1) The first priority will be an Arbor Day event. Commissioner Inosencio will lead that effort.*
- 2) The second priority will be to generate a proposed Tree Ordinance.*

Commissioner Inosencio reminded the commissioners that a Tree Ordinance is a requirement for Tree City USA designation.

Commissioner Kazmier directed Mr. White to investigate what exists in current ordinance related to trees. Once it is know what currently exists, the commission can then work towards what is needed.

b) Land Use and Pollinators

Mr. White shared a map generated from GIS data to show City-owned parcels overlaid on the zoning map.

Commissioner Wood that he wanted to understand what lots are available to be forested or used for pollinators.

City Manager Jonathan Greene explained that the City currently owns approximately 600 vacant lots. Approximately 200 of these will be put up for sale. The overarching theme is to increase the tax base by encouraging development on the vacant lots.

Commissioner Kazmier inquired about identifying those lots that are un-buildable as these might be good candidates for plantings.

Commissioner Inosencio suggested working with a university to perform an analysis.

Mr. Greene related that using vacant lots to plant trees and urban pollinator gardens are acceptable options for vacant lots.

Commissioner Kazmier related that urban apiaries require a lot of work and a lot of knowledge.

Commissioner Inosencio suggested that urban apiaries are something to work towards. Commissioner Kazmier agreed. She stated that apiaries would be a long-term goal.

Mr. Greene inquired about what the current goal is for vacant city-owned parcels – is it to build city nurseries to provide stock to pull from for street plantings? There was general agreement that this is a good goal.

Commissioner Kazmier suggested that a simplified goal could be to plant street trees in those areas that currently have a low tree count.

Commissioner Kazmier then inquired whether planting food generating trees needs consideration.

Commissioner Inosencio explained that the costs and level of care for fruit trees may be prohibitive.

Mr. Greene stated that the best approach is to start small so as to be successful and then scale up over time.

Commissioner Heck Wood stated that a goal is to reduce the number of lots that the City has to maintain while simultaneously promoting pollinators and trees.

Commissioner Kazmier inquired if it may be possible to use vacant lots for solar panels in conjunction with trees.

Commissioner Inosencio explained that State of Michigan rules that govern the energy industry would make that unworkable. He stated that a solar installation must be on a large scale to be economically viable.

c) Energy Efficiency

Commissioner Inosencio related that the Veregy rep had a schedule conflict and couldn't make it.

Commissioner Inosencio related that the only cost for Veregy's services will be the cost of staff time. Costs incurred by Veregy will be recovered from energy savings by the City.

Mr. Greene inquired if it is time to turn the project over to City staff?

Commissioner Inosencio replied in the affirmative.

Commissioner Kazmier requested that the Commission be kept informed if the project is turned over to City staff.

Commissioner Inosencio suggested that there may be opportunities to generate energy at the Water Treatment Plant and the Wastewater Treatment Plant.

Mr. Greene related that there is potential to earn some LEED points if and when the King Center is expanded. Such an expansion is currently being studied.

Commissioner Kazmier suggested that once initial work is done, a Smart City designation can be pursued.

Commissioner Kazmier then inquired of Mr. Greene regarding a sustainable procurement program. She then summarized the previously transmitted memo on the subject. She related that there are reasonable FDA guidelines for sustainable procurement.

Mr. Greene replied that the memo will be reviewed to determine what may be applicable.

Commissioner Kazmier summarized the urban forestry discussion that took place prior to Mr. Greene's arrival.

Mr. Greene related that the quantity of work would not support of full-time city-employed professional arborist or forester. He related that he is comfortable using a consultant for such services.

Commissioner Inosencio related to Mr. Greene that an action step for the Commission is to generate a tree care ordinance.

VIII. Citizen Comments

Peter Bormuth of 142 W Pearl Street spoke regarding 1) tree plantings in parks and groves of like trees, 2) UV disinfection at treatment plants and the possible use of solar for an energy source, 3) Veregy's point of contact at the City and 4) President Biden's discussion of the Willow project.

Jessica Henry related that she is working to develop environmental initiatives for 14th floor offices.

Andrew Johnson of 1114 S Bowen spoke regarding accelerating the transition to electric vehicles and solar energy. He relate that he uses an EV which has provided a learning opportunity. He then related that CE is currently looking for eight to ten acre parcels for solar installations. He related that he has applied to join the Environmental Commission so he can contribute to work on these issues.

IX. Commissioner Comments

There was discussion that a few Commissioners may not be able to attend the April meeting.

X. Next Meeting – Wednesday, April 19, 2023 at 6:00pm

XI. Adjournment

Motion made by Commissioner Heck Wood and seconded by Commissioner Wood to adjourn approved unanimously. Meeting ended at 7:23 pm.



**CITY COUNCIL MEETING MINUTES
April 25, 2023**

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:30 p.m. by Vice Mayor Arlene Robinson.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Fifth Ward Councilmember Karen Bunnell.

ROLL CALL:

Present: Vice Mayor/First Ward Councilmember Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, and Fifth Ward Councilmember Karen Bunnell.

Absent: Mayor Daniel Mahoney* and Sixth Ward Councilmember Will Forgrave**.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt, Director of Community Development Shane LaPorte, and City Engineer Jon Dowling.

*arrived to the meeting at 6:53 p.m.

**arrived to the meeting at 6:37 p.m.

ADOPTION OF AGENDA:

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to adopt the agenda with the addition of Item 10.1 under Other Business, homeless update. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (5). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

- 6.1 Conduct a public hearing to receive citizen comment on the approval of a Brownfield Plan for 228 W. Michigan Avenue (Hayes Hotel) Parcel ID 1-008100000.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to open the public hearing. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (5). Nays: none. Motion carried.

Peter Bormuth spoke in support of the Brownfield Plan.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to close the public hearing. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (5). Nays: none. Motion carried.

- A. Resolution in support of Brownfield plan for 228 W. Michigan.

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to approve the resolution in support of the Brownfield Plan for 2285 W. Michigan Avenue. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

- 8.1 Michigan Liquor Commission Acknowledgement Letter – House of Umami, LLC**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to accept and place on file the Michigan Liquor Commission Acknowledgement Letter for House of Umami, LLC. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

8.2 CDBG, HOME, and CV Financial Summaries for March 2023

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to accept and place on file the CDBG, HOME, and CV Financial Summaries. 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 the April 11, 2023 City Council Meeting**
Approve the minutes of the April 11, 2023 regular meeting of the City Council
- 9.2 Special Even Application: City of Jackson Police Department Memorial**
Approve a request from the City of Jackson Police Department to host their Police Memorial on May 10, 2023 in Horace Blackman Park.
- 9.3 Special Event Application for Spring Fling**
Approve a request from the Jackson Downtown Development Authority to host their Spring Fling on Sunday, May 7, 2023 from 11 am – 4 pm in downtown Jackson.
- 9.4 Special Event Application for the Jackson Downtown Development Authority 2023 Cruise Ins and Concerts.**
Approve a request from the Jackson Downtown Development Authority, Michigan Theatre, and Jackson Symphony Orchestra to conduct their Cruise In and Concert events on May 26, June 23, July 28, August 25, and September 22, 2023 from 5:00 p.m. to 9:30 p.m. in Downtown Jackson.
- 9.5 Special Event Application for Food Truck Tuesdays**
Approve a request from the Jackson Downtown Development Authority, Michigan Theatre, and Jackson Symphony Orchestra to conduct their Food Truck Tuesday events on June 6 & 20, July 11 & 25, August 1 & 15, September 12, 2023 from 11:00 a.m. until 1:00 p.m. in the True Community Credit Union City Square and Horace Blackman Park.
- 9.6 Special Event Application for Friday Film Nights**
Approve a request from the Jackson Downtown Development Authority, Michigan Theatre, and Jackson Symphony Orchestra to conduct their Friday Film Nights on June 30, July 14, and August 11 from 9:00–11:30 p.m. in the True Community Credit Union City Square and Horace Blackman Park.
- 9.7 Special Event Application for the Cascades Cycling Club’s Ride of Silence**
Approve a request from the Cascades Cycling Club to host their Ride of Silence on May 17, 2023 on the streets of Jackson.

9.8 Special Event Application for the Council for the Prevention of Child Abuse & Neglect Banner Hanging & Pinwheel Garden to honor Child Abuse Prevention Month

Approve a request from the Council for the Prevention of Child Abuse & Neglect to hang a banner and create a small pinwheel garden in recognition of Child Abuse Prevention Month during the month of April in Austin Blair ("Greenwood") Park in the City of Jackson.

9.9 Special Event Application for the First United Methodist Church Back to School Blast and Community Resource Fair.

Approve a request from the First United Methodist Church to host their Back to School Blast and Community Resource Fair on Thursday, July 27, 2023 in Horace Blackman Park, Hayes Court, and on Michigan Avenue in downtown Jackson.

9.10 Special Event Application: 2023 Walk to End Alzheimer's

Approve a request from the Alzheimer's Disease & Related Disorders Association to host their 2023 Walk to End Alzheimer's on October 14, 2023 on the streets of downtown Jackson.

9.11 Accept with regret, the resignation of Angela Edward from the Public Arts Commission

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the consent calendar. Councilmember Schlecte requested that item 9.8 be 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 special event application for the Council for the Prevention of Child Abuse & Neglect Banner Hanging & Pinwheel Garden to honor Child Abuse Prevention Month. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

OTHER BUSINESS:

10.1 Winter Sheltering Update

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to move the update to the first meeting in May. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

11.1 Changes to Standard Lighting Contract with Consumers Energy

Recommendation: *Approve the Resolution for Changes to the Standard Lighting Contract with Consumers Energy for two streetlight installations and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the changes to the Standard Lighting Contract with Consumers Energy. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.2 Confirm CDBG and HOME projects for Fiscal Year 2023 – 2024 and final funding allocations for those projects.

Recommendation: *Confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2023 – 2024 and Final Funding Allocations for those Projects.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to confirm the CDBG and HOME projects for fiscal year 23/24 and final funding allocations for those projects. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.3 Funding Letters for Pension Systems

Recommendation: *Receive the actuarial valuations as of June 30, 2022 for the Act 345 Policemen's & Firemen's Retirement Plan, the Employees Retirement System and the Policemen's and Firemen's Retirement System, and approve the actuarial funding necessary for the fiscal year 2023-2024.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve funding letters for pension systems. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.4 Sale of City owned property located at 323 W Wesley Street, to North Shore Enterprise LLC.

Recommendation: *Approve the sale of City owned property located at 323 W. Wesley Street for \$12,000.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to approve the sale of City owned property located at 323 W. Wesley Street to North Shore Enterprise, LLC and authorize the City Manager

to sign all sale documents associated with the property transfer and to make minor modifications. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.5 The sale of four vacant residential City lots to the Welcome Home Organization.

Recommendation: *Approve the sale of four vacant residential City lots to the Welcome Home Organization*

Motion was made Vice Mayor Robinson, seconded by Councilmember Gunn to approve the sale of four vacant residential City lots to the Welcome Home Organization for lots at 1203 Woodbridge, 1201 Woodbridge, 1226 Woodbridge, and 1227 Woodbridge and authorize the City Manager to execute the sale and development agreement. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.6 Sale of City owned property located at 1014 Woodbridge Street, to Kyle Brown for \$7,500.

Recommendation: *Approve the sale of City owned property located at 1014 Woodbridge Street for \$7,500.*

Motion was made by Vice Mayor Robinson, seconded by Councilmember Gunn to approve the sale of City owned property located at 1014 Woodbridge Street to Kyle Brown for \$7,500.00 and authorize the City Manager to sign all sale documents associated with the property transfer and to make minor modifications. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.7 Racial Equity Commission Purchasing Policy Revisions

Recommendation: *Approve the revisions to the City of Jackson Purchasing Policy Manual as suggested by the Racial Equity Commission to provide equitable opportunities for those interested in providing services, and goods, and entering into contracts with the City of Jackson.*

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to approve the revisions to the City of Jackson Purchasing Policy Manual as suggested by the Racial Equity Commission to provide equitable opportunities for those interested in providing services, and good and entering into contracts with the City of Jackson.

Motion was made by Mayor Mahoney, seconded by Councilmember Forgrave to amend the motion by removing Item 10 from Letter O in Section 3. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Vote was taken on the motion as amended. 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 to authorize the City Attorney to get independent review of the purchasing policy. Motion died from lack of support.

11.8 Zoning Map Amendment

Recommendation: *Approve a Zoning Map Amendment – 523 – 543 E. Washington Avenue (Parcel #6-01330) and E. Washington Avenue (Parcel #6-0137.A0)*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the zoning map amendment for 523-543 E. Washington Avenue and E. Washington Avenue. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.9 Resolution to Apply for a Transportation Economic Development Fund Category F Grant

Recommendation: *Approve a resolution for application to the Michigan Department of Transportation (MDOT) for a Transportation Economic Development Fund (TEDF) Category F Grant, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for repaving Wisner Street from Ganson Street to North Street.*

Motion was made by Councilmember Bunnell, seconded by Vice Mayor Robinson to approve the resolution to apply for a Transportation Economic Development Fund Category F Grant for repaving Wisner Street from Ganson Street to North Street. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.10 American Rescue Plan Act – State and Local Fiscal Recovery Funds for the provisioning of governmental services in the General Fund

Recommendation: *Approval of American Rescue Plan Act – State and Local Fiscal Recovery Funds for the provisioning of governmental services in the General Fund in the amount of \$4,514,997.74.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve the American Rescue Plan Act – State and Local Fiscal Recovery Funds for the provisioning of governmental services in the General Fund. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

Mayor Mahoney, Councilmember Gunn, Councilmember Schlecte, and Councilmember Forgrave offered comments. Vice Mayor Robinson, Councilmember Dancy, and Councilmember Bunnell declined to offer comments.

MANAGER’S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Vice Mayor Robinson. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:04 p.m.



BUDGET WORKSHOP MINUTES

May 2, 2023

CALL TO ORDER:

The Jackson City Council met in special session at the Department of Public Works conference room to conduct a budget workshop and was called to order at 6:09 p.m. by Mayor Daniel Mahoney.

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor 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 Assessor Jason Yoakam, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, Director of Police and Fire Service Elmer Hitt, Director of Finance Heather Ehnis, Director of Public Works Mike Osborn, Director of Community Development Shane LaPorte and City Engineer Jon Dowling.

ADOPTION OF THE AGENDA:

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to adopt the agenda. Vote was done by voice with all in favor.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

FISCAL YEAR 2023-2024 BUDGET WORKSHOP:

Council spoke with department heads regarding the proposed budget.

ADJOURNMENT:

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to adjourn. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:47 p.m.

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: May 9, 2023
SUBJECT: Reappointment to Environmental Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Kelli Kazmier to the Environmental Commission for a 3-year term, beginning May 30, 2023 and ending on May 29, 2026.

Your consideration and concurrence is appreciated.

DM:lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Friday, April 21, 2023 9:41 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Kelli
Last Name	Kazmier
Address	762 Oakridge Dr
City	Jackson
State	MI
Zip	49203
Phone Number	6082903379
Email	kellikazmier@gmail.com
Last four digits of Social Security Number	
Occupation	Professor of Chemistry
Describe your community involvement.	I have been a member of the environmental commission since its inception and its chair for around three years. I have in the past volunteered with the ACLU and Promote the Vote.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	Jackson

If you answered "Yes" how long have you been a City resident? 6 years

Which board or commission are you interested in? You may choose more than one. Environmental Commission

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. Yes

Why do you want to serve on your selected board or commission? We have been doing alot of good work and I would like to continue our progress.

Upload additional documents Field not completed.

(Section Break)

Appointment Process

Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final

consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature Kelli Kazmier

Date of Submission 04/21/2023

Email not displaying correctly? [View it in your browser.](#)

Click [here](#) to report this email as spam.

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application for the Jackson Civil War Muster

Recommendation:

Approve a request from the Jackson Civil War Society to host their Civil War Muster on August 26 & 27, 2023 in/around the Sparks Foundation ("Cascades") Park.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Jackson Civil War Muster.

I recommend approval of the Jackson Civil War Muster. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from the Jackson Civil War Society to host their Civil War Muster on August 26 & 27, 2023 in/around the Sparks Foundation (“Cascades”) Park.

.SUMMARY: The Jackson Civil War Muster is the largest, longest running civil war history event in the Midwest with family oriented, and educational entertainment.

DEPARTMENTAL APPROVAL SUMMARY

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

<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
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		<u>\$400.00</u>
	<i>TOTAL</i>		<i>\$400.00</i>

CONDITIONS & CONSIDERATIONS

Road closures

INSURANCE STATUS

Approved by the office of the City Attorney, pending receipt of proper insurance documents

ATTACHMENTS: Special Event Application: Jackson Civil War Muster

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 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 waited 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 Civil War Society	
Address: 3771 Hitching Post Rd Jackson, Michigan 49201	Phone: () 517-740-1168
Tax ID#: 32-0207058	Website: 32-0207058
Contact Name: Maurice Imhoff	Phone: 517-740-1168 Email: imhoff.maurice@gmail.com
Contact Name: Bill Adams	Phone: 734-417-8906 Email: wadams7222@aol.com
Contact Name During Event: Maurice Imhoff	Phone: () 517-740-1168

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
August 26 & 27	7:00am	9:00am	4:00pm	4:00pm

Has this event occurred before? Yes, (if yes, how many previous years? 35) No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 15,000

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 type="checkbox"/> Horace Blackman Park | <input type="checkbox"/> GrandRiver Farmers Market Pavilion |
| <input type="checkbox"/> Bucky Harris Park | <input type="checkbox"/> CP Federal 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 type="checkbox"/> Streets: _____ | |
| <input type="checkbox"/> Other Park: <u>Cascades Falls Park</u> | |

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

The Jackson Civil War Muster its 35th anniversary this year on August 27th and 28th, 2022. This year, the event will be returning to the historic Cascades Park. The Jackson Muster is the largest, longest running Civil War event in the Midwest, welcoming people of all ages. Each year this weekend draws 25,000 to 30,000 from throughout Michigan, Canada, and destinations as far as Sweden.

Cascades Falls Park

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

Street Name: <u>S Brown St</u>	Cross Streets <u>S Brown St. & Randolph St</u>
Closure Start Date: <u>August 26th</u> Time: <u>9am</u>	Closure End Date: <u>August 27th</u> Time: <u>6pm</u>
Street Name: <u>S Brown St</u>	Cross Streets <u>S Brown St. & Splash Pad Turnaround</u>
Closure Start Date: <u>August 26th</u> Time: <u>9am</u>	Closure End Date: <u>August 27th</u> Time: <u>6pm</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 _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

Water Needs: Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____

Food/Vendors: Indicate vendors requirements: 5 Food
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: N/A 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: _____ Selected road closed

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
<p>X Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i></p>	<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
<p>Liquor Liability Insurance <i>(if needed)</i></p>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
<p>XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i></p>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map *Details of all event activities MUST be included.*

<input type="checkbox"/> Route Plan <input checked="" type="checkbox"/> Vendor Locations <input checked="" type="checkbox"/> Tent Locations <input type="checkbox"/> Assembly Locations	<input type="checkbox"/> Emergency Vehicle Access <input type="checkbox"/> Dispersal Locations <input type="checkbox"/> Trash Receptacles <input checked="" type="checkbox"/> Requested Street Closures	<input checked="" type="checkbox"/> Restroom Locations <input type="checkbox"/> Tables <input checked="" type="checkbox"/> Requested Reserved Parking <input type="checkbox"/> Electrical Wires & Outlets
--	--	--

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

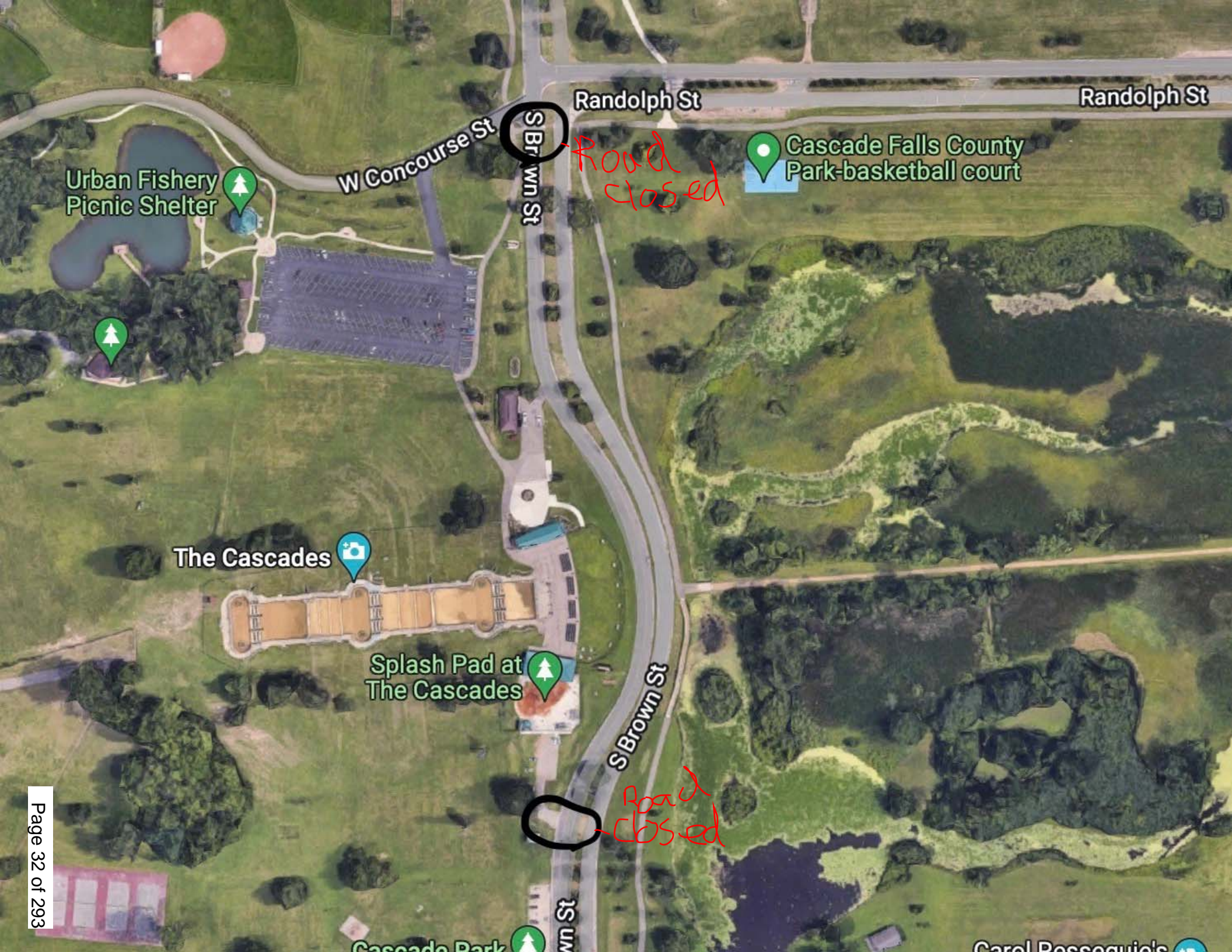
Signature: 

Date: 1/9/23

Office Use ONLY	
Application Received:	
Date: %R'	
Time: AE	
By:	
Application Fee Received:	yes

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





Randolph St

Randolph St

W Concourse St

S Brown St

Road closed

Cascade Falls County Park-basketball court

Urban Fishery Picnic Shelter

The Cascades

Splash Pad at The Cascades

S Brown St

Road closed

S Elm St

Cascade Park

Carol Resceguie's

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application for the Jackson High School Graduation Ceremony

Recommendation:

Approve a request from Jackson High School to host their Graduation Ceremony on Friday, May 26, 2023 and use road closures on Wildwood Avenue near Jackson High School.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Jackson High School Graduation Ceremony.

I recommend approval of the special event application for the Jackson High School Graduation Ceremony. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from Jackson High School to host their Graduation Ceremony on Friday, May 26, 2023 and use road closures on Wildwood Avenue near Jackson High School.

SUMMARY: Graduation ceremony for 2023 Jackson High School seniors and their families

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		\$200.00
<u>Public Works</u>	X		<u>\$200.00</u>
		<i>TOTAL</i>	<i>\$400.00</i>

CONDITIONS & CONSIDERATIONS

Road closures

INSURANCE STATUS

Approved and on file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Jackson High School Graduation Ceremony

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 type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input 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.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: <u>JACKSON HIGH SCHOOL</u>	
Address: <u>544 W. Willowood Ave.</u>	Phone: <u>(517) 841-3702</u>
Tax ID#: <u>38-6001907</u>	Website:
Contact Name: <u>Monica Pierce</u>	Phone: <u>517-841-3701</u> Email: <u>MONICA.PIERCE@JPSK12.ORG</u>
Contact Name: <u>Kim Edwards</u>	Phone: <u>517-841-3702</u> Email: <u>kimberley.edwards@jpsk12.org</u>
Contact Name During Event: <u>Willie Lewis</u>	Phone: <u>(517) 841-3729</u>

Event Information

Event Name:				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<u>5-26-23</u>	<u>5:00pm</u>	<u>6:00pm</u>	<u>8:30pm</u>	<u>9:00pm</u>

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

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 2000

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Graduation Ceremony

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- Other Location: Jackson High Football Stadium
- Streets: Wildwood Ave, Stewart
- Other Park: _____
- GrandRiver Farmers Market Pavilion
- TRUE City Square (Stage)
- MLK Equality Trail

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Graduation Ceremony

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

Street Name: Wildwood Ave Cross Streets Stewart
Closure Start Date: 5-26-23 Time: 5:00pm Closure End Date: 5-26-23 Time: 8:30pm
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****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: Setup same as last year

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.*

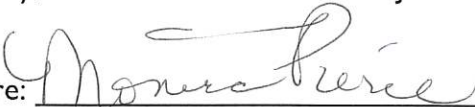
<input type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input type="checkbox"/> Tent Locations	<input type="checkbox"/> 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

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

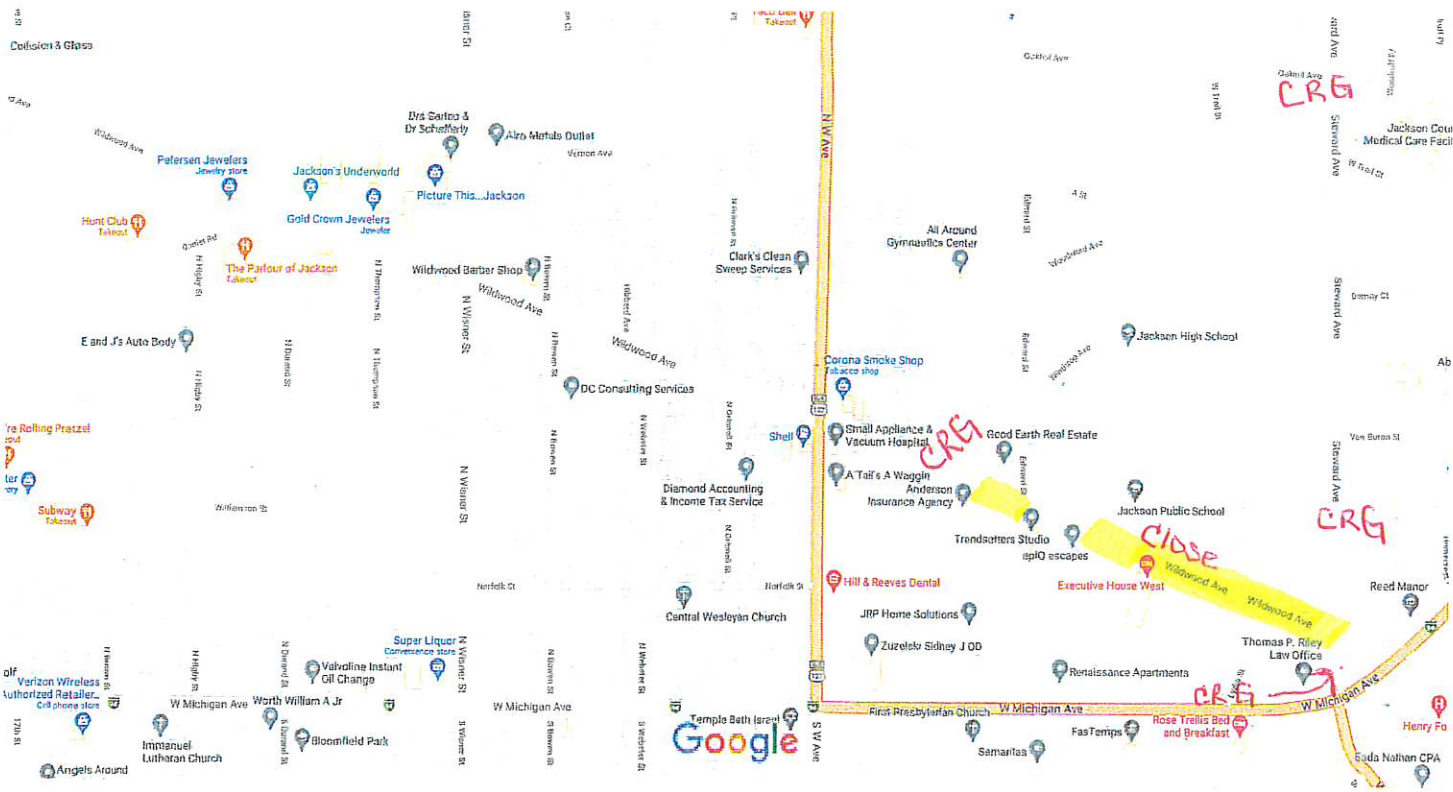
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: 

Date: 4-13-23

Office Use ONLY	
Application Received:	
Date:	A. E.
Time:	4/17/23
By:	
Application Fee Received:	

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
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



Map data ©2021 200 ft



Just need
Wildwood Ave
Closed

Jackson
Michigan

Sunny · 57°F
11:58 AM

- 
 Directions
- 
 Save
- 
 Nearby
- 
 Send to your phone
- 
 Share

Quick facts

CERTIFICATE OF INSURANCE

Producer SET SEG 1520 Earl Ave East Lansing, MI 48823		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
Insured Jackson Public Schools 522 Wildwood Ave Jackson, MI 49202		A MASB-SEG Property/Casualty Pool, Inc.				
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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000297	7/1/22	7/1/23	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE	\$1,000,000 N/A \$1,000,000
DESCRIPTION City of Jackson and the Downtown Development Authority are added as an additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured regarding the district's High School Graduation held on May 26, 2023 with rain date on May 27, 2023.						
CERTIFICATE HOLDER City of Jackson and Downtown Development Authority 161 W. Michigan Avenue Jackson, MI 49201		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.				

AUTHORIZED REPRESENTATIVE



Andrea Schray
PROPERTY/CASUALTY DEPARTMENT Date 04/14/23

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application for the Encounter Church Go Skate Day

Recommendation:

Approve a request from the Encounter Church to host their Go Skate Day June 21, 2023 at Nixon Skate Park in the City of Jackson.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Encounter Church Go Skate Day.

I recommend approval of the special event application for the Encounter Church Go Skate Day. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from the Encounter Church to host their Go Skate Day June 21 at Nixon Skate Park.

SUMMARY: A celebration of National Go Skate Day, family fun, free food, and skate gear giveaway.

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
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		\$0.00
	<i>TOTAL</i>		<i>\$0.00</i>

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney's office

ATTACHMENTS: Special Event Application: Encounter Church Go Skate Day

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 type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input 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.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: <i>Encounter Church</i>	
Address: <i>620 Robinson Rd. Jackson, MI 49203</i>	Phone: <i>(517) 750-2654</i>
Tax ID#:	Website: <i>Encounter620.com</i>
Contact Name: <i>Trevor Heyd</i>	Phone: <i>517-745-7850</i> Email: <i>Theyd@encounter620.com</i>
Contact Name:	Phone: Email:
Contact Name During Event: <i>Trevor Heyd</i>	Phone: <i>(517) 745-7850</i>

Event Information

Event Name: <i>Go Skate Day</i>				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
<i>June 21</i>	<i>3pm</i>	<i>4pm</i>	<i>7pm</i>	<i>7:30pm</i>

Has this event occurred before? Yes, (if yes, how many previous years? 2) No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 80 to 100

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Skate board, Bike, scooter Party

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

- Horace Blackman Park GrandRiver Farmers Market Pavilion
 Bucky Harris Park CP Federal City Square (Stage)
 Ella Sharp Park (requires Ella Sharp Board approval) MLK Equality Trail
 Other Location: Nixon Skate park
 Streets: _____
 Other Park: Nixon Skate 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.

To celebrate National Go Skate Day Encounter Church is hosting a third annual Party to celebrate the skateboard community. From free food to free skate gear this 3 hour party is good clean fun for the whole family! Bikes, scooters, rollerblades & skateboards welcome!

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

Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

- Electrical Power:** Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****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 type="checkbox"/> Route Plan | <input type="checkbox"/> Emergency Vehicle Access | <input type="checkbox"/> Restroom Locations |
| <input type="checkbox"/> Vendor Locations | <input type="checkbox"/> Dispersal Locations | <input type="checkbox"/> Tables |
| <input 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 |

If these details change, a revised map must be provided seven days prior to event.

Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: 

Date: 3/8/2023

Office Use ONLY	
Application Received:	
Date:	
Time:	AE
By:	3/13
Application Fee Received:	yes

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



For our National Go Skate Day Event:

As Encounter church we will provide...

- Tables
- Tents
- Bluetooth PA system
- Hotdogs & Hamburgers
- Grill

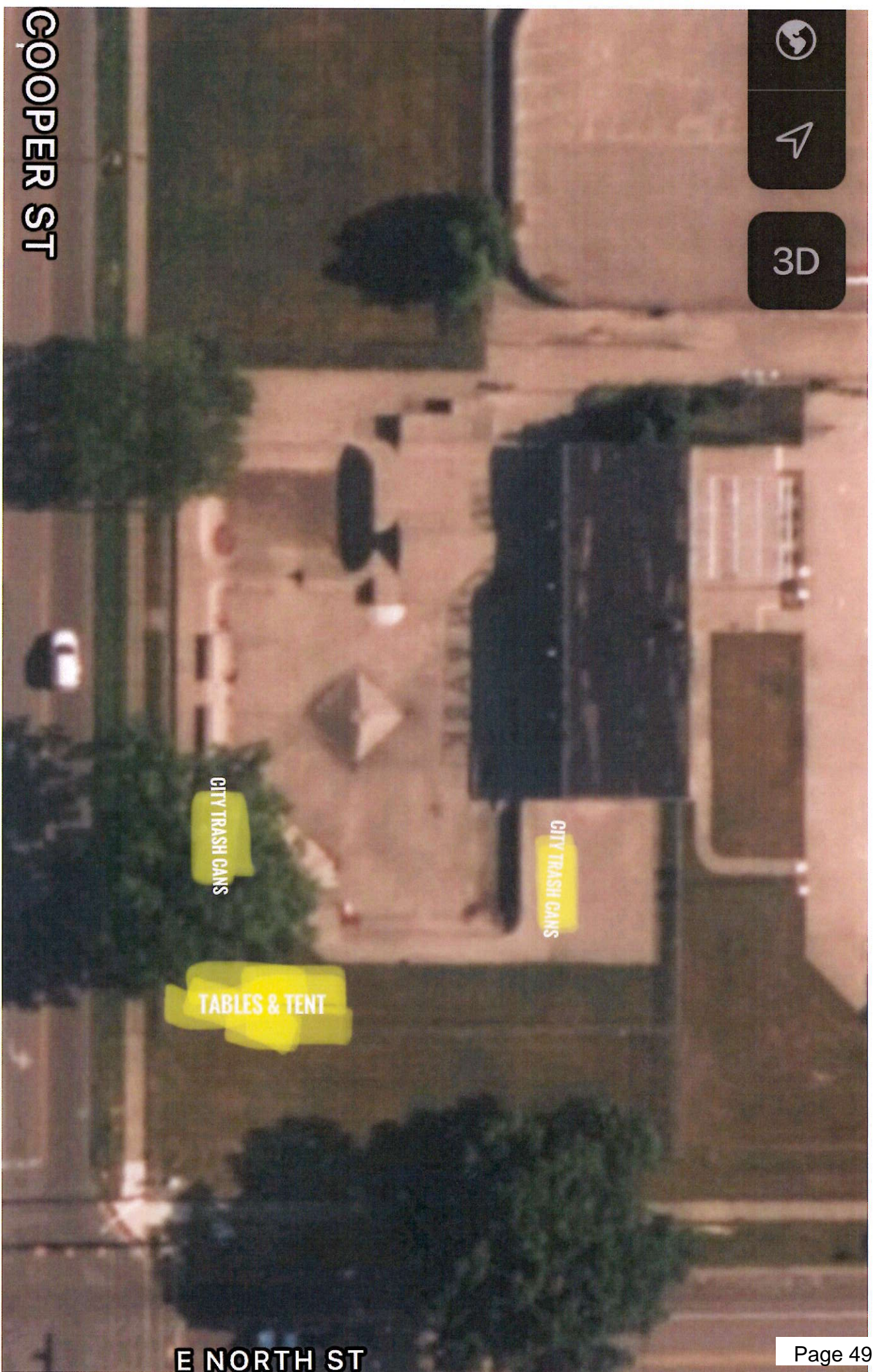
We will not need power.

We will utilize Port-a-Potty's by Ball fields.



3D

COOPER ST



CITY TRASH CANS

CITY TRASH CANS

TABLES & TENT

E NORTH ST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2023

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 have ADDITIONAL INSURED provisions or 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 Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	CONTACT NAME: Eric K. Jenks PHONE (A/C. No. Ext): (517) 783-2608 E-MAIL ADDRESS: Eric@barkerweber.com	FAX (A/C. No.): (517) 783-4674	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Encounter Church 620 Robinson Road Jackson, MI 492031131	INSURER A: Brotherhood Mutual		BHM
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		21MLA232759	03/28/2023	03/28/2024	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	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			21A5A422180	03/26/2023	03/26/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	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/A	21WLA303789	06/12/2023	06/12/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000

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

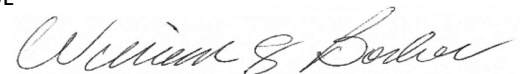
City of Jackson and the Jackson DDA is listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson
 Jackson DDA
 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



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MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application for the annual Cascades 4th of July Fireworks celebration

Recommendation:

Approve a request from the Jackson County Parks Department to conduct their annual 4th of July Fireworks celebration on Monday, July 3, 2023 at the Sparks Foundation County Park.

Attached is a memo and supporting documents from Coyn Speiser regarding the Special Event Application for the Jackson County Parks Department annual 4th of July Fireworks celebration.

I recommend approval of the special event application for the Jackson County Parks Department annual 4th of July Fireworks celebration. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from the Jackson County Parks Department to conduct their annual 4th of July Fireworks celebration on Monday, July 3, 2023 at the Sparks Foundation County Park.

SUMMARY: A family-friendly celebration featuring fireworks, live entertainment, and food vendors.

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
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$1,400.00
<u>Public Works</u>	X		<u>\$1,000.00</u>
	<i>TOTAL</i>		<i>\$2,400.00</i>

CONDITIONS & CONSIDERATIONS

Street closures, barricades, police & fire assistance, large light towers

INSURANCE STATUS

On file and current (approved by the city attorney's office)

ATTACHMENTS: Special Event Application: 4th of July Fireworks

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 checked="" type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input 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.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Jackson County Parks	
Address: 128 W. Ganson St.	Phone: (517) 788 4320
Tax ID#: 38-6004845	Website: www.jacksoncountyparks.org
Contact Name: Emily Thomas	Phone: 517 768 2905 Email: EThomas@mijackson.org
Contact Name: Stacy Curtis	Phone: 517 768 2902 Email: SCurtis@mijackson.org
Contact Name During Event: Emily Thomas	Phone: (517) 513 9882

Event Information

Event Name: 4th of July				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
July 3rd, 2023	5 PM	6 PM	12 am	12 am

July 5th, 2023 - Rain date

Has this event occurred before? Yes, (if yes, how many previous years? 50+ years) No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 10,000+

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: fireworks

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- GrandRiver Farmers Market Pavilion
- TRUE City Square (Stage)
- MLK Equality Trail

Other Location: Sparks Foundation county park

Streets: _____

Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

fireworks, live entertainment & food vendors.

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

Street Name: Brown St. Cross Streets Randolph St.

Closure Start Date: July 3 Time: 6pm Closure End Date: July 4 Time: 1am

Street Name: Brown St Cross Streets Denton Rd

Closure Start Date: July 3 Time: 6pm Closure End Date: July 4 Time: 1am

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****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 I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map Details of all event activities MUST be included.

<input type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input 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

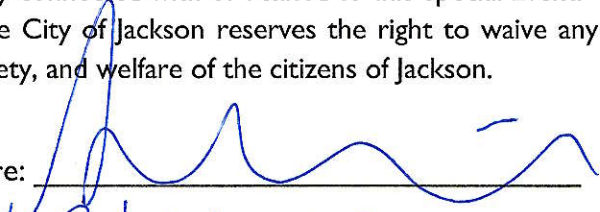
*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____



Date: _____

2/15/2023

Office Use ONLY	
Application Received:	
Date:	2/24
Time:	AG
By:	
Application Fee Received:	yes

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 aecon@cityofjackson.org (517) 768-6411
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



Wolverine FIREWORKS

205 West Seidlers Rd. • Kawkawlin, MI 48631
 Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

— Visit us at www.wolverinefireworks.com —

Cascade Falls Jackson, Michigan
 July 3, 2023
 \$11,500.00 Proposal
Includes Insurance & Labor

Open

36	3"	Tiger Tail Salutes Red White & Blue
30	4"	Assorted Color Finales

Main Show

36	3"	Flower Basket Salutes W/Tails
72	3"	Gold Pyro Assorted Shells
72	3"	Dragon Head Assorted Shells

Total
180

36	4"	Dragon Head Assorted Shells
36	4"	Flower King Assorted Shells
36	4"	Gold Pyro Assorted Shells

Total
108

Mid Show

2	100 Shot	Mixed Stars w/Whistling Crackling
18	5"	Sunny Assorted Shells
18	5"	Pyro Eagle Assorted Shells
18	5"	Lidu Assorted Pattern Shells
		Consisting of: Double crossette ring, three cross rings, saturn ring, spiral ring, smile face, square, brocade crown ring cover, blue ring, rainbow, single heart

Total
54

Cascade Falls Jackson, Michigan
 July 3, 2023
 \$11,500.00 Proposal
Includes Insurance & Labor

18	6"	Lidu Assorted <i>Pattern</i> Shells Consisting of: Smiling face, spiral shell, red double heart, silver bowtie w/red ring, money (\$) pattern, square, butterflies, five rings (variegated colors), yellow star pattern.
9	6"	Dragon Head Assorted Shells
<u>Total</u>		
27		

6	8"	Sunny Assorted Shells
<u>Total</u>		
6		

Grand Finale

120	2.5"	Titanium Salutes Chained 10/1
84	2.5"	Color and Report Shells Chained 12/1
60	3"	Assorted Color And Salutes Finales 12/1
72	3"	Tiger Tail Salutes 12/1
60	4"	Assorted Color And Salutes Finales 6/1
2	8"	Lidu 3 Time Brocade Crossett's



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2023

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 The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	CONTACT NAME: Janet Nau	
	PHONE (A/C, No., Ext): 425-455-5640	FAX (A/C, No.): 425-455-6727
	E-MAIL ADDRESS: jnau@tpgrp.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest Indemnity Insurance Co	NAIC # 10851
	INSURER B : Everest Denali Insurance Company	16044
INSURED Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	INSURER C : Arch Specialty Insurance Company	21199
	INSURER D :	
	INSURER E :	
	INSURER F :	


COVERAGES **CERTIFICATE NUMBER:** 1180558291 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	SIBGL02099231	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		SIBCA00274231	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UXP104806301	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability - Occurrence		SIBEX01908231	2/1/2023	2/1/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
 Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township.
 Dates of Events: 5/27/23 RD 5/28/23, 7/3/23 RD 7/5/23 and 9/2/23 RD 9/3/23
 Location of Event: Cascade Parks, Jackson, MI
 Primary & NonContributory applies per form #CG 2001 0413 Primary and NonContributory-Other Insurance Condition attached. Cancellation 10 days for Non-Payment, 30 days All Other to the first Named Insured per per #EIL 00503 0702 Common Policy Conditions attached.

CERTIFICATE HOLDER **CANCELLATION**

Jackson County Parks Department 1992 Warren Avenue Jackson MI 49203	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township. Dates of Events: 5/27/23 RD 5/28/23, 7/3/23 RD 7/5/23 and 9/2/23 RD 9/3/23 Location of Event: Cascade Parks, Jackson, MI</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - 1. The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property

G. METHOD OF CLAIM NOTICE

Under all of the coverages of this policy, notice of claim or circumstances which may reasonably be expected to give rise to a claim hereunder shall be given in writing to, and at the address for the Claims Organization shown in the Declarations. If no Claims Organization is shown in the Declarations, such notice shall be given in writing to Everest Indemnity Insurance Company, c/o Mt. McKinley Managers, L. L. C., Warren Corporate Center, 100 Everest Way, Warren, NJ 07059.

H. SERVICE OF SUIT

It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, we, at your request will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Everest Indemnity Insurance Company, c/o Mt. McKinley Managers, L. L. C., Warren Corporate Center, 100 Everest Way, Warren, NJ 07059 or his or her representative, and that in any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

RISK

**MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY**

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only.
5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.
CITY OF JACKSON DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL EVENT APPLICATIONS DATED FEBRUARY 15, 2023 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 27, 2023 WITH RAIN DAY OF MAY 28, 2023; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2023 WITH RAIN DAY OF JULY 5, 2023 AND LABOR DAY FIREWORKS ON SEPTEMBER 2, 2023 WITH RAIN DAY OF SEPTEMBER 3, 2023.
6. Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.


Certificate Holder:
**CITY OF JACKSON
DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE
JACKSON, MI 49201**

Member:
**COUNTY OF JACKSON
120 W. MICHIGAN AVENUE
JACKSON, MI 49201**

**Certificate Expiration Date: January 1, 2024
Date Issued: February 28, 2023**

**Member Number: # M0001173
Effective Date of Membership: January 1, 1998**

Distribution:
**Mr. Michael R. Overton, County of Jackson
MMRMA Underwriting**



Authorized Representative



SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.
2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.
3. **BODILY INJURY**
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.
4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**
means any or all of the following:
 - a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application for the annual Cascades Labor Day Fireworks celebration

Recommendation:

Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, September 2, 2023 at the Sparks Foundation County Park.

Attached is a memo and supporting documents from Coyn Speiser regarding the Special Event Application for the Jackson County Parks Department annual Labor Day Fireworks celebration.

I recommend approval of the special event application for the Jackson County Parks Department annual Labor Day Fireworks celebration. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, September 2, 2023 at the Sparks Foundation County Park.

SUMMARY: A family-friendly celebration featuring fireworks, live entertainment, and food vendors.

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
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$1,400.00
Public Works	X		\$1,000.00
	<i>TOTAL</i>		<i>\$2,400.00</i>

CONDITIONS & CONSIDERATIONS

Street closures, barricades, police & fire assistance, large light towers

INSURANCE STATUS

On file and current (approved by the city attorney's office)

ATTACHMENTS: Special Event Application: Labor Day Fireworks

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 checked="" type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input 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.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information	
Sponsoring Organization Legal Name: Jackson County Parks	
Address: 128 W. Ganson St.	Phone: (517) 788 4320
Tax ID#: 38-6004845	Website: www.JacksonCountyParks.org
Contact Name: Emily Thomas	Phone: 517 768 2905 Email: ethomas@mijackson.org
Contact Name: Stacy Curtis	Phone: 517 768 2902 Email: scurtis@mijackson.org
Contact Name During Event: Emily Thomas	Phone: (517) 513 9882

Event Information				
Event Name:				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
September 2nd, 2023	5pm	6pm	12am	12am

Sept 3, 2023 - rain date

Has this event occurred before? Yes, (if yes, how many previous years? 50+ 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: firework show

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

Horace Blackman Park GrandRiver Farmers Market Pavilion
 Bucky Harris Park TRUE City Square (Stage)
 Ella Sharp Park (requires Ella Sharp Board approval) MLK Equality Trail

Other Location: Sparks Foundation county park

Streets: _____

Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

fireworks, live entertainment and food vendors.

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

Street Name: Brown St. Cross Streets Randolph St

Closure Start Date: Sept 2 Time: 6pm Closure End Date: Sept 3 Time: 1am

Street Name: Brown St. Cross Streets Denton rd

Closure Start Date: Sept 2 Time: 6pm Closure End Date: Sept 3 Time: 1am

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****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 type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input 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

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: _____

Office Use ONLY

Application Received:

Date: 2/10/23

Time: AS

By: _____

Application Fee Received: YES

Application Requirements

Application **MUST** be submitted 60 days **PRIOR** to event
*****NO EXCEPTIONS*****

Application **MUST** be submitted along with all required attachments to:

City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or aecon@cityofjackson.org
(517) 768-6411

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval



Wolverine FIREWORKS

205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

— Visit us at www.wolverinefireworks.com —

Cascade Falls Jackson, Michigan
September 2, 2023
\$6,000.00 Proposal
Includes Insurance & Labor

Open

60 3" Tiger Tail Salutes Red White & Blue

Main Show

36 3" Flower Basket Salutes W/Tails

36 3" Flower King Assorted

Total

72

36 4" Flower King Assorted Shells

36 4" Gold Pyro Assorted Shells

Total

72

18 5" Nishi Pyro Assorted Shells

Total

18

Cascade Falls Jackson, Michigan
 September 2, 2023
 \$6,000.00 Proposal
Includes Insurance & Labor

9 6" Lidu Assorted *Pattern* Shells
 Consisting of: Smiling face, spiral shell, red double heart, silver bowtie w/red ring, money (\$) pattern, square, butterflies, five rings (variegated colors), yellow star pattern.

Total
 9

Grand Finale

60 2.5" Color and Report Shells Chained 12/1
 60 3" Titanium Salutes Chained 12/1
 72 3" Color and Report Shells Chained 12/1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2023

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 The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	CONTACT NAME: Janet Nau	
	PHONE (A/C, No., Ext): 425-455-5640 FAX (A/C, No.): 425-455-6727 E-MAIL ADDRESS: jnau@tpgrp.com	
INSURED Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest Indemnity Insurance Co	10851
	INSURER B : Everest Denali Insurance Company	16044
	INSURER C : Arch Specialty Insurance Company	21199
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 1180558291 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	S18GL02099231	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	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		S18CA00274231	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UXP104806301	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability - Occurrence		S18EX01908231	2/1/2023	2/1/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township.
Dates of Events: 5/27/23 RD 5/28/23, 7/3/23 RD 7/5/23 and 9/2/23 RD 9/3/23
Location of Event: Cascade Parks, Jackson, MI
Primary & NonContributory applies per form #CG 2001 0413 Primary and NonContributory-Other Insurance Condition attached. Cancellation 10 days for Non-Payment, 30 days All Other to the first Named Insured per per #EIL 00503 0702 Common Policy Conditions attached.

CERTIFICATE HOLDER Jackson County Parks Department 1992 Warren Avenue Jackson MI 49203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township. Dates of Events: 5/27/23 RD 5/28/23, 7/3/23 RD 7/5/23 and 9/2/23 RD 9/3/23 Location of Event: Cascade Parks, Jackson, MI</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - 1. The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property

G. METHOD OF CLAIM NOTICE

Under all of the coverages of this policy, notice of claim or circumstances which may reasonably be expected to give rise to a claim hereunder shall be given in writing to, and at the address for the Claims Organization shown in the Declarations. If no Claims Organization is shown in the Declarations, such notice shall be given in writing to Everest Indemnity Insurance Company, c/o Mt. McKinley Managers, L. L. C., Warren Corporate Center, 100 Everest Way, Warren, NJ 07059.

H. SERVICE OF SUIT

It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, we, at your request will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Everest Indemnity Insurance Company, c/o Mt. McKinley Managers, L. L. C., Warren Corporate Center, 100 Everest Way, Warren, NJ 07059 or his or her representative, and that in any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

RISK

**MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY**

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only.
5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.
CITY OF JACKSON DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL EVENT APPLICATIONS DATED FEBRUARY 15, 2023 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 27, 2023 WITH RAIN DAY OF MAY 28, 2023; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2023 WITH RAIN DAY OF JULY 5, 2023 AND LABOR DAY FIREWORKS ON SEPTEMBER 2, 2023 WITH RAIN DAY OF SEPTEMBER 3, 2023.
6. Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.


Certificate Holder:
**CITY OF JACKSON
DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE
JACKSON, MI 49201**

Member:
**COUNTY OF JACKSON
120 W. MICHIGAN AVENUE
JACKSON, MI 49201**

**Certificate Expiration Date: January 1, 2024
Date Issued: February 28, 2023**

**Member Number: # M0001173
Effective Date of Membership: January 1, 1998**

Distribution:
**Mr. Michael R. Overton, County of Jackson
MMRMA Underwriting**



Authorized Representative



SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.
2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.
3. **BODILY INJURY**
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.
4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**
means any or all of the following:
 - a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application: Jackson County Office of the Sheriff Open House

Recommendation:

Approve a request from the Jackson County Office of the Sheriff to host their Open House on June 4, 2023, in their garage and parking area at 212 W. Wesley St. in Jackson.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for Jackson County Office of the Sheriff Open House.

I recommend approval of the special event application for the Jackson County Sheriff Open House. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from the Jackson County Office of the Sheriff to host their Open House on June 4, 2023, in their garage and parking area at 212 W. Wesley St. in Jackson.

SUMMARY: Open house with a cookout and games.

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
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		<u>\$400.00</u>
	<i>TOTAL</i>		<i>\$400.00</i>

CONDITIONS & CONSIDERATIONS

Road closures

INSURANCE STATUS

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

ATTACHMENTS: Special Event Application: Jackson County Sheriff Open House



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6411 or aecon@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments	
<input type="checkbox"/> \$50 Application Fee <input type="checkbox"/> \$25 Late/Rush Fee <input type="checkbox"/> Insurance documentation for sponsoring organization <input type="checkbox"/> Event Map –Please indicate the location of all items	<input type="checkbox"/> Liquor License & Liquor Liability Insurance (if applicable) <input type="checkbox"/> Carnival Ride Permit (if applicable) <input type="checkbox"/> Insurance documentation for all vendors (if applicable)
Make checks payable to “Downtown Development Authority”	

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information	
Sponsoring Organization Legal Name: Jackson County Office of the Sheriff	
Address: 212 W. Wesley Street	Phone: () 517-768-7966
Tax ID#:	Website:
Contact Name: Kevin Hiller	Phone: 768-7966 Email: Khiller@mijackson.org
Contact Name:	Phone: Email:
Contact Name During Event: Kevin Hiller	Phone: () 517-250-7360

Event Information				
Event Name: Jackson County Sheriff Open House				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
June 4, 2023	9AM	1200	4PM	5PM

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? 200

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: OpenHouse

Event Location Choose any of the following that apply. For parks, include a map of the area being used.

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- Other Location: 212 W. Wesley Street, Jackson MI 49201
- Streets: _____
- Other Park: _____
- GrandRiver Farmers Market Pavilion
- TRUE City Square (Stage)
- MLK Equality Trail

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.
We will be holding an Open House with cookout at the Sheriff's Office. There will be games, using the parking directly south of our building therefore foot traffic will be crossing Wesley Street from our building - which is why we are requesting the street closure.

Street Closure Please indicate all street closures on your map.

Street Name: <u>Wesley Street</u>	Cross Streets: <u>Blackstone / S. Jackson</u>
Closure Start Date: <u>June 4, 2023</u> Time: <u>9AM</u>	Closure End Date: <u>June 4, 2023</u> Time: <u>5PM</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: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

- Electrical Power:** Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****
- Water Needs:** Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____
- Food/Vendors:** Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____
- Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ 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 I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map Details of all event activities MUST be included.

- | | | |
|---|--|---|
| <input type="checkbox"/> Route Plan | <input type="checkbox"/> Emergency Vehicle Access | <input type="checkbox"/> Restroom Locations |
| <input type="checkbox"/> Vendor Locations | <input type="checkbox"/> Dispersal Locations | <input type="checkbox"/> Tables |
| <input 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 |

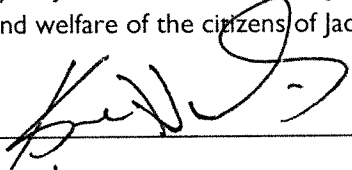
*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

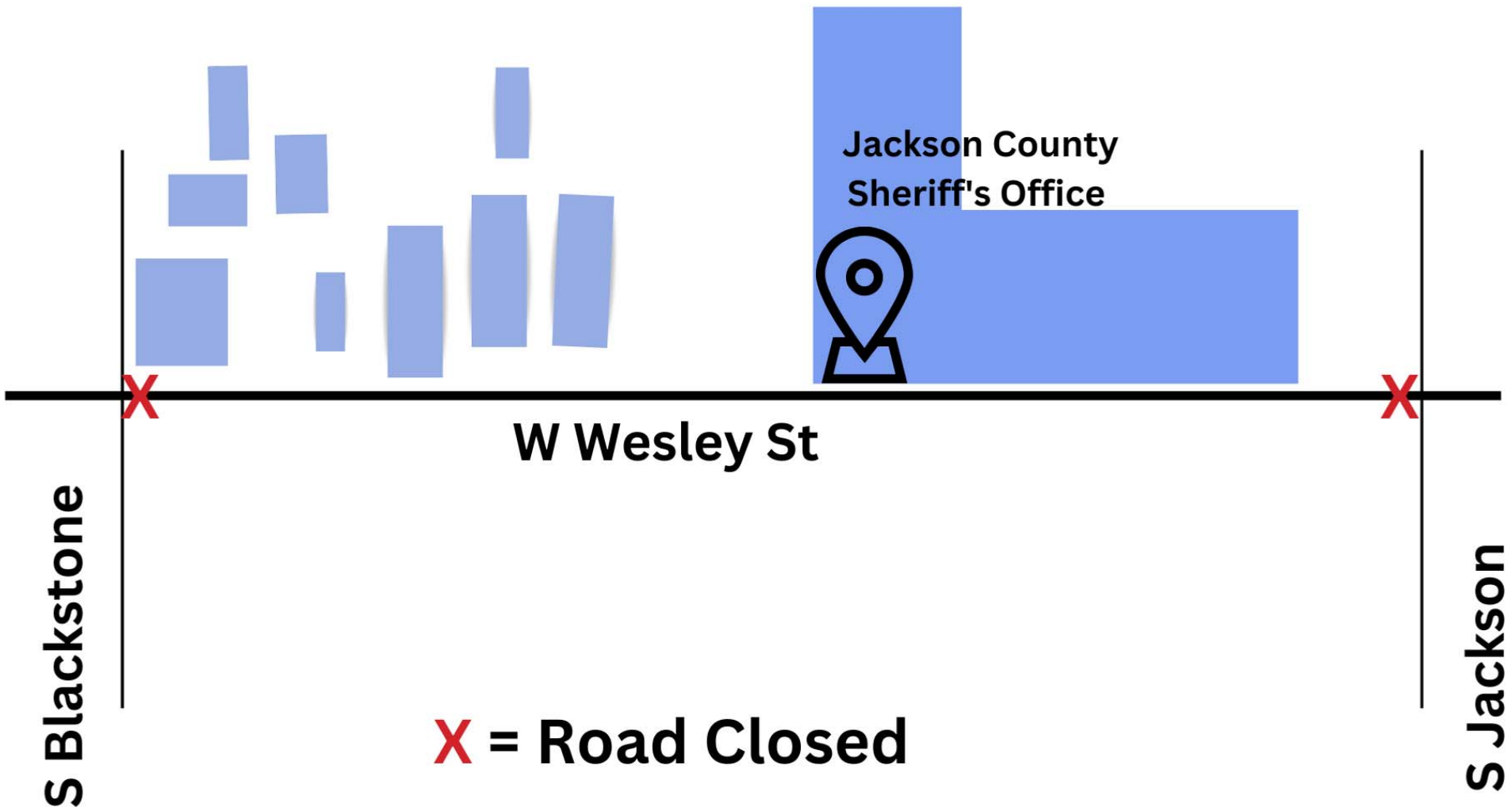


Date: _____

3/28/23

Office Use ONLY	
Application Received:	
Date:	
Time:	AZ
By:	
Application Fee Received:	NB

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 aecon@cityofjackson.org (517) 768-6411
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



S Blackstone

W Wesley St

S Jackson

Jackson County
Sheriff's Office

X = Road Closed

RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only.
5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. **LENOVO FINANCIAL SERVICES MASTER STATE & LOCAL GOVERNMENT LEASE AGREEMENT #1436635 & SCHEDULE #1759738.**
6. Other (as described here): **The physical damage interest of the following is included in the coverage related to the purchase or lease of vehicles or other property. Loss, if any, shall be adjusted with the Member and payable to the Member and the following, as their interest may appear: LENOVO FINANCIAL SERVICES FOR EQUIPMENT LISTED ON ADDITIONAL PRODUCT ADDENDUM TO SCHEDULE #1759738 WITH A REPLACEMENT VALUE OF \$109,000.00.**

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:

**LENOVO FINANCIAL SERVICES
C/O ABIC SPECIALTY SVCS 5TH FLOOR
PO BOX 979220
MIAMI, FL 33197**

Member:

**COUNTY OF JACKSON
120 W. MICHIGAN AVENUE
JACKSON, MI 49201**

Certificate Expiration Date: January 1, 2024

Date Issued: January 1, 2023

Member Number: # M0001173

Effective Date of Membership: January 1, 1998

Distribution:

**Mr. Michael R. Overton, County of Jackson
MMRMA Underwriting**



Authorized Representative



SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.
2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.
3. **BODILY INJURY**
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.
4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**
means any or all of the following:
 - a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application for the annual Cascades Memorial Day Fireworks celebration

Recommendation:

Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 27, 2023 at the Sparks Foundation County Park.

Attached is a memo and supporting documents from Coyn Speiser regarding the Special Event Application for the Jackson County Parks Department annual Memorial Day Fireworks celebration.

I recommend approval of the special event application for the Jackson County Parks Department annual Memorial Day Fireworks celebration. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 27, 2023 at the Sparks Foundation County Park.

SUMMARY: A family-friendly celebration featuring fireworks, live entertainment, and food vendors.

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
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$1,400.00
Public Works	X		\$1,000.00
	<i>TOTAL</i>		<i>\$2,400.00</i>

CONDITIONS & CONSIDERATIONS

Street closures, barricades, police & fire assistance, large light towers

INSURANCE STATUS

On file and current with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Memorial Day Fireworks

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to “Downtown Development Authority”

Special Event Application Policy

Additional charges may occur if policies are broken.

- 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.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: JACKSON COUNTY PARKS	
Address: 128 W. Canton St.	Phone: (517) 788 4320
Tax ID#: 38-6004845	Website: www.jacksoncountyparks.org
Contact Name: Emily Thomas	Phone: 517 768 2905 Email: ethomas@mijackson.org
Contact Name: Stacy Curtis	Phone: 517 768 2902 Email: scurtis@mijackson.org
Contact Name During Event: Emily Thomas	Phone: (517) 513-9882

Event Information

Event Name: Cascades Firework Show - Memorial Day				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
MAY 27, 2023	5:00pm	6:00pm	12:00am	12:00am

MAY 28, 2023 - rain date

Has this event occurred before? Yes, (if yes, how many previous years? 50 years) No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 10,000 +

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: firework show

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- GrandRiver Farmers Market Pavilion
- TRUE City Square (Stage)
- MLK Equality Trail

Other Location: Sparks Foundation. County park

Streets: _____

Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Fireworks, Live entertainment + food vendors.

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

Street Name: Brown St Cross Streets Randolph St

Closure Start Date: May 27 Time: 6pm Closure End Date: May 28 Time: 1am

Street Name: Brown St. Cross Streets Denton

Closure Start Date: May 27 Time: 6pm Closure End Date: May 28 Time: 1am

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****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
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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 I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map Details of all event activities MUST be included.

<input type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input 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

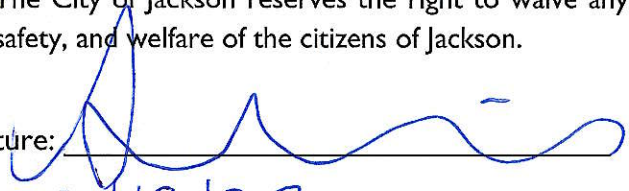
*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
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9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____



Date: _____

2/15/23

Office Use ONLY	
Application Received:	
Date:	
Time:	AL
By:	
Application Fee Received:	Yes

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 aecon@cityofjackson.org (517) 768-6411
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





Wolverine FIREWORKS

205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

— Visit us at www.wolverinefireworks.com —

Cascade Falls Jackson, Michigan
May 27, 2023
\$6,000.00 Proposal
Includes Insurance & Labor

Open

60 3" Tiger Tail Salutes Red White & Blue

Main Show

36 3" Flower Basket Salutes W/Tails

36 3" Flower King Assorted

Total

72

36 4" Flower King Assorted Shells

36 4" Gold Pyro Assorted Shells

Total

72

18 5" Nishi Pyro Assorted Shells

Total

18

Cascade Falls Jackson, Michigan
 May 27, 2023
 \$6,000.00 Proposal
Includes Insurance & Labor

9 6" Lidu Assorted *Pattern* Shells
 Consisting of: Smiling face, spiral shell, red double heart, silver bowtie w/red ring, money (\$) pattern, square, butterflies, five rings (variegated colors), yellow star pattern.

Total
 9

Grand Finale

60 2.5" Color and Report Shells Chained 12/1
 60 3" Titanium Salutes Chained 12/1
 72 3" Color and Report Shells Chained 12/1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2023

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 The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	CONTACT NAME: Janet Nau	
	PHONE (A/C, No., Ext): 425-455-5640 FAX (A/C, No.): 425-455-6727 E-MAIL ADDRESS: jnau@tpgrp.com	
INSURED Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest Indemnity Insurance Co	10851
	INSURER B : Everest Denali Insurance Company	16044
	INSURER C : Arch Specialty Insurance Company	21199
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 1180558291 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	S18GL02099231	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	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		S18CA00274231	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UXP104806301	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability - Occurrence		S18EX01908231	2/1/2023	2/1/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township.
Dates of Events: 5/27/23 RD 5/28/23, 7/3/23 RD 7/5/23 and 9/2/23 RD 9/3/23
Location of Event: Cascade Parks, Jackson, MI
Primary & NonContributory applies per form #CG 2001 0413 Primary and NonContributory-Other Insurance Condition attached. Cancellation 10 days for Non-Payment, 30 days All Other to the first Named Insured per per #EIL 00503 0702 Common Policy Conditions attached.

CERTIFICATE HOLDER Jackson County Parks Department 1992 Warren Avenue Jackson MI 49203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township. Dates of Events: 5/27/23 RD 5/28/23, 7/3/23 RD 7/5/23 and 9/2/23 RD 9/3/23 Location of Event: Cascade Parks, Jackson, MI</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - 1. The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property

G. METHOD OF CLAIM NOTICE

Under all of the coverages of this policy, notice of claim or circumstances which may reasonably be expected to give rise to a claim hereunder shall be given in writing to, and at the address for the Claims Organization shown in the Declarations. If no Claims Organization is shown in the Declarations, such notice shall be given in writing to Everest Indemnity Insurance Company, c/o Mt. McKinley Managers, L. L. C., Warren Corporate Center, 100 Everest Way, Warren, NJ 07059.

H. SERVICE OF SUIT

It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, we, at your request will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Everest Indemnity Insurance Company, c/o Mt. McKinley Managers, L. L. C., Warren Corporate Center, 100 Everest Way, Warren, NJ 07059 or his or her representative, and that in any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

RISK

**MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY**

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only.
5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.
CITY OF JACKSON DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL EVENT APPLICATIONS DATED FEBRUARY 15, 2023 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 27, 2023 WITH RAIN DAY OF MAY 28, 2023; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2023 WITH RAIN DAY OF JULY 5, 2023 AND LABOR DAY FIREWORKS ON SEPTEMBER 2, 2023 WITH RAIN DAY OF SEPTEMBER 3, 2023.
6. Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.


Certificate Holder:
**CITY OF JACKSON
DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE
JACKSON, MI 49201**

Member:
**COUNTY OF JACKSON
120 W. MICHIGAN AVENUE
JACKSON, MI 49201**

**Certificate Expiration Date: January 1, 2024
Date Issued: February 28, 2023**

**Member Number: # M0001173
Effective Date of Membership: January 1, 1998**

Distribution:
**Mr. Michael R. Overton, County of Jackson
MMRMA Underwriting**



Authorized Representative



SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.
2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.
3. **BODILY INJURY**
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.
4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**
means any or all of the following:
 - a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application for the Amen 4 Youth, LLC Southside Summerfest Events

Recommendation:

Approve a request from Amen for Youth, LLC to host their Southside Summerfest Events on May 27, June 10, July 8, and August 12 in Elnora Moorman Plaza and on Milwaukee Street in Jackson.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Amen 4 Youth, LLC Southside Summerfest Events.

I recommend approval of the special event application for the Amen 4 Youth, LLC Southside Summerfest Events. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from Amen for Youth, LLC to host their Southside Summerfest Events on May 27, June 10, July 8, and August 12 in Elnora Moorman Plaza and on Milwaukee Street in Jackson.

SUMMARY: Family-friendly neighborhood gatherings celebrating the history and culture of Jackson's South side.

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		\$0.00
<u>Public Works</u>	X		<u>\$3,200.00</u>
	<i>TOTAL</i>		<i>\$3,200.00</i>

CONDITIONS & CONSIDERATIONS

Road closures; electricity; stage

INSURANCE STATUS

Insurance for May is approved and on file with the DDA. Insurance for other dates will be sent in 30 days prior to the event.

ATTACHMENTS: Special Event Application: Southside Summerfest Events



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|--|--|
| <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 waited 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: Amen 4 Youth, LLC	
Address: 134 E. Addison St	Phone: (517) 392-2587
Tax ID#: 80-0932005	Website: www.amen4youth.yolasite.com
Contact Name: Toneka Smith	Phone: 517-392-2587 Email: southsideSummerfest@gmail.com
Contact Name: Jalena Taylor	Phone: Email: @gmail.com
Contact Name During Event: Toneka Smith	Phone: (517) 392-2587

Event Information

Event Name: Southside Summer Festival				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
5/27 , 6/10 7/8, 8/12	10:00AM	12:00pm	6:00pm	8:00pm

Has this event occurred before? Yes, (if yes, how many previous years? 2) No
 Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 100+

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: _____

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

Horace Blackman Park GrandRiver Farmers Market Pavilion
 Bucky Harris Park CP Federal City Square (Stage)
 Ella Sharp Park (requires Ella Sharp Board approval) MLK Equality Trail @ High st
 Other Location: _____
 Streets: Milwaukee & High street
 Other Park: Elnora Moorman Plaza

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.
Southside Summer Festival Series celebrates the history and culture of generations of families raised on the Southside of Jackson. This celebration commemorates Juneteenth, the cultural arts of Jackson residents, their music and business.

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

Street Name: Milwaukee Cross Streets High st
 Closure Start Date: 5/27/23 Time: 10AM Closure End Date: 5/27/23 Time: 6pm
 Street Name: Milwaukee Cross Streets High st
 Closure Start Date: 6/10/23 Time: 10AM Closure End Date: 6/10/23 Time: 6pm
 Street Name: Milwaukee Cross Streets High st
 Closure Start Date: 7/8/23 Time: 10AM Closure End Date: High st Time: 6pm
 Street Name: Milwaukee Cross Streets High st
 Closure Start Date: 8/12/23 Time: 10AM Closure End Date: High st Time: 6pm
 Street Name: _____ Cross Streets _____
 Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
 Street Name: _____ Cross Streets _____
 Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

- Electrical Power:** Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: @Elnora Plaza main square
****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: Restrooms (2) N/A

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.*

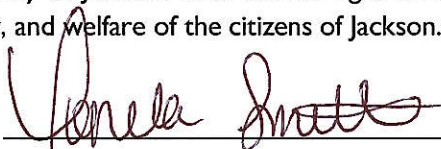
<input type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input type="checkbox"/> Tent Locations	<input type="checkbox"/> 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

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: 

Date: 3/3/2023

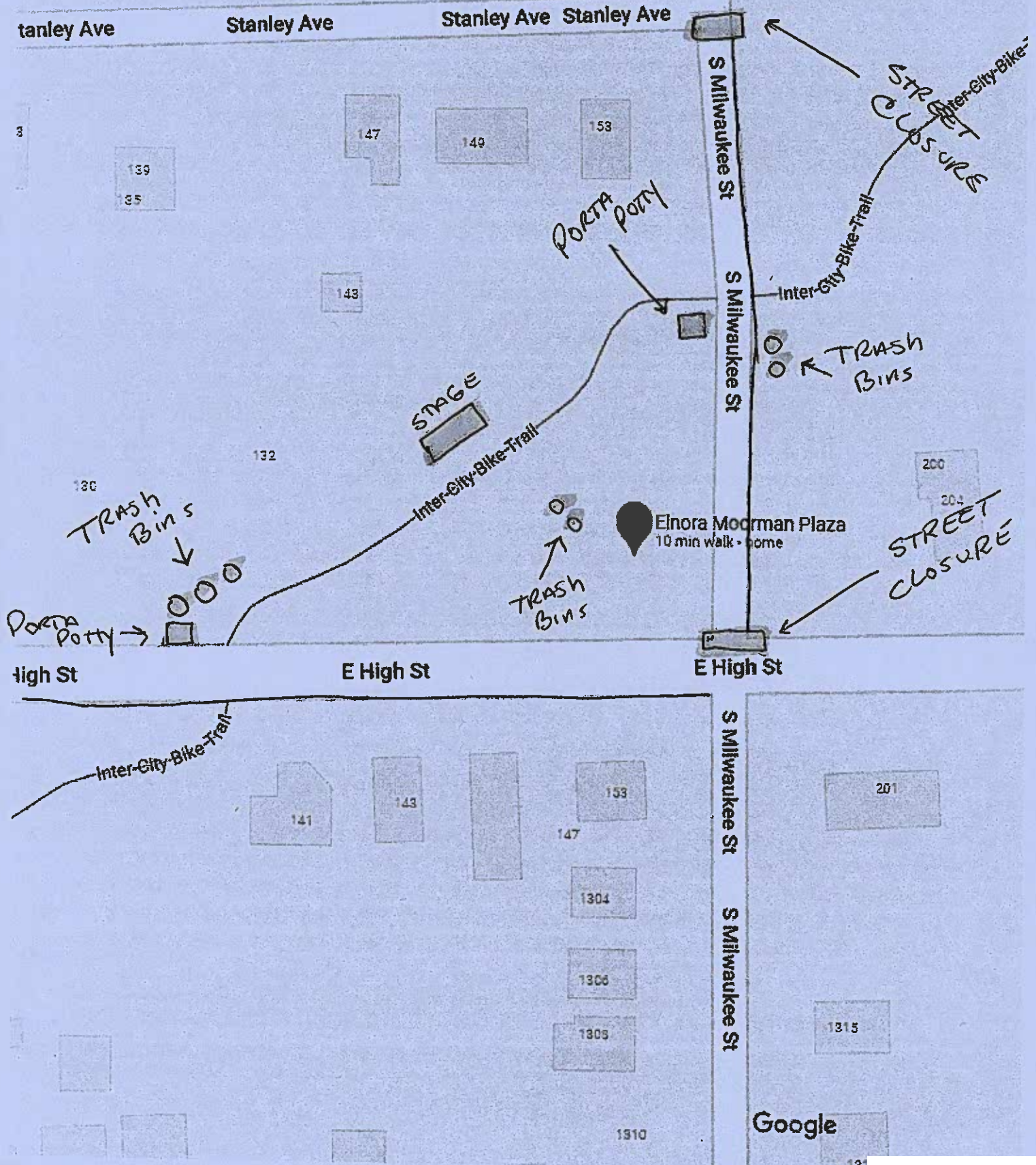
Office Use ONLY
Application Received:
Date: <u>3/6</u>
Time: <u>A.S</u>
By:
Application Fee Received: <u>yes</u>

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



Google Maps Elnora Moorman Plaza

Our insurance company broker will insure each event via a separate policy 30 days prior to each event. Hence, the attached policy covers the first Festival May 27th



Google

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2023

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 USG INSURANCE SERVICES, INC. 100 W. BIG BEAVER, SUITE 333 TROY, MI 48084	CONTACT NAME: STOP 1 INSURANCE	
	PHONE (A/C, No, Ext): 517-993-5300	FAX (A/C, No): 517-993-5301
	E-MAIL ADDRESS: stop1insurance517@gmail.com	
INSURER(S) AFFORDING COVERAGE		NAIC #

INSURED AMEN 4 YOUTH 152 EAST HIGH STREET JACKSON, MI 49203	INSURER A: UNITED STATES LIABILITY INS CO	25895
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SE1071569	05/27/2023	05/29/2023	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED. EXP (Any one person)	\$ 1,000
							PERSONAL & ADV. INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMP/ OP AGG.	\$ EXCLUDED
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
								\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Cert holder named as Additional Insured

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


 AUTHORIZED REPRESENTATIVE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2023

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 USG INSURANCE SERVICES, INC. 100 W. BIG BEAVER, SUITE 333 TROY, MI 48084	CONTACT NAME: STOP 1 INSURANCE														
	PHONE (A/C, No, Ext): 517-993-5300														
	FAX (A/C, No): 517-993-5301														
	E-MAIL ADDRESS: stop1insurance517@gmail.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: UNITED STATES LIABILITY INS CO</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: UNITED STATES LIABILITY INS CO	25895	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED AMEN 4 YOUTH 152 EAST HIGH STREET JACKSON, MI 49203															

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SE1071569	05/27/2023	05/29/2023	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED. EXP (Any one person)	\$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV. INJURY	\$ 1,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GENERAL AGGREGATE			\$ 2,000,000				
							PRODUCTS-COMP/ OP AGG.	\$ EXCLUDED
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
								\$
								\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Cert holder named as Additional Insured

CERTIFICATE HOLDER Jackson Downtown Development Authority 161 W. Michigan Ave Jackson, MI 49201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
---	--

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application: Around the Park for Autism

Recommendation:

Approve a request from the Jackson Autism Support Network to host “Around the Park for Autism” on May 13, 2023 in and around Sparks Foundation Park.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for “Around the Park for Autism.”

I recommend approval of the special event application for “Around the Park for Autism.” Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from the Jackson Autism Support Network to host “Around the Park for Autism” on May 13, 2023 in and around Sparks Foundation Park.

SUMMARY: 5k run/walk with related vendors and family-friendly activities

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
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$230.00
Public Works	X		\$400.00
	<i>TOTAL</i>		<i>\$630.00</i>

CONDITIONS & CONSIDERATIONS

Electricity; city stage on wheels

INSURANCE STATUS

Current and on-file with the City Attorney and Downtown Development Authority

ATTACHMENTS: Special Event Application: Around the Park for Autism

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 type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input 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 waited 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 Autism Support Network	
Address: 133 W. Michigan Ave. Jackson MI 49201	Phone: (517) 392-3093
Tax ID#: 02-0721597	Website: jasn-mi.org
Contact Name: Shelly Lewis	Phone: 517-812-4303 Email: shelly@jasn-mi.org
Contact Name: Dave Parham	Phone: 517-914-3181 Email: david.g.parham@gmail.com
Contact Name During Event: Dave Parham	Phone: () 517-914-3181

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Saturday, May 13, 2023	Tent the night before	10 a.m .	1 p.m.	1 p.m.

Has this event occurred before? Yes, (if yes, how many previous years? 8) No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 700

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 type="checkbox"/> Horace Blackman Park | <input type="checkbox"/> GrandRiver Farmers Market Pavilion |
| <input type="checkbox"/> Bucky Harris Park | <input type="checkbox"/> CP Federal 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>Randolph and Brown</u> | |
| <input checked="" type="checkbox"/> Other Park: <u>Cascades Falls Park</u> | |

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

5K Run/Walk with related vendors and family fun activities along with a professionally timed race part of the RunJackson ORS Series

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

Street Name: <u>Brown Street</u>	Cross Streets <u>Randolph</u>
Closure Start Date: <u>5-13-23</u> Time: <u>9:45 a.m.</u>	Closure End Date: <u>5-13-23</u> Time: <u>10:15 a.m.</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 _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: Just for misc. small things like the PA and popcorn machine
 Amount of electrical wattage needed: normal Amount of plug ins: what was already there
 Locations of where plugs are needed: We used the outlets near the basketball court at the corner of Brown and Randolph Streets
****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: We've used the lift platform/trailer before and would like to use it again. I don't know the size of it, think it's the 25 foot one.

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 I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map *Details of all event activities MUST be included.*

<input checked="" type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input type="checkbox"/> Tent Locations	<input type="checkbox"/> Trash Receptacles	<input type="checkbox"/> Requested Reserved Parking
<input type="checkbox"/> Assembly Locations	<input checked="" type="checkbox"/> Requested Street Closures	<input type="checkbox"/> Electrical Wires & Outlets

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: David Parker

Date 2/13/2023

Office Use ONLY	
Application Received:	
Date:	2/13
Time:	AF
By:	
Application Fee Received:	

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 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

Around the Park for Autism

5K Run / Walk



Around the Park for Autism

5K Run / Walk



JASN - Around the Park for Autism 5K Layout





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2023

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: Pamela Bacon PHONE (A/C No. Ext): (517)787-2600 E-MAIL ADDRESS: pbacon@waltoninsurancegroup.com	FAX (A/C, No): (517)787-3857
	INSURER(S) AFFORDING COVERAGE	
INSURED Jackson Autism Support Network P.O. Box 394 Jackson MI 49204	INSURER A: Auto Owners Insurance Company NAIC # 18988	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2322226098

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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:	X		06298868	5/13/2022	5/13/2023	EACH OCCURRENCE	\$ 1,000,000
				06298868	05/13/2023	05/13/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

City of Jackson and Downtown Development Authority are additional insured for event being held 5-13-2023 - Around the Park for Autism 5K Run/Walk.

CERTIFICATE HOLDER

(517)768-6435 cmays@cityofjackson.org

City of Jackson
 Downtown Development Authority
 161 W. Michigan Ave.
 Jackson, MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pamela Bacon/PBACO

Pamela Bacon

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MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Special Event Application for the Jackson County Veteran's Council Memorial Day Procession and Ceremony

Recommendation:

Approve a request from the Jackson County Veteran's Council to conduct their Memorial Day Procession and Ceremony on Monday, May 29, 2023 on the streets of downtown Jackson.

Attached are memos from Coyn Speiser regarding the Special Event Application for the Jackson County Veteran's Council Memorial Day Procession and Ceremony.

I recommend approval of the special event application for the Jackson County Veteran's Council Memorial Day Procession and Ceremony. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 9, 2023

RECOMMENDATION: Approve a request from the Jackson County Veteran's Council to conduct their Memorial Day Procession and Ceremony on Monday, May 29, 2023 on the streets of downtown Jackson.

SUMMARY: Procession from downtown Jackson to the Mount Evergreen Cemetery, followed by a memorial service at the cemetery.

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
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$510.00
Public Works	X		\$400.00
	<i>TOTAL</i>		<i>\$910.00</i>

CONDITIONS & CONSIDERATIONS

Street closures; city's stage on wheels

INSURANCE STATUS

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

ATTACHMENTS: Special Event Application: Memorial Day Procession and Ceremony

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|---|--|
| <input 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 type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input 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.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: JACKSON COUNTY VETERANS COUNCIL	
Address: 40 Post 29, 3200 Lansing Ave Jackson, MI 49201	Phone: (517) 960-9268
Tax ID#: _____	Website: _____
Contact Name: DAVID WELIHAN	Phone: 517) 960-9268 Email: david.welihan@hotmail.com
Contact Name: _____	Phone: _____ Email: _____
Contact Name During Event: DAVID WELIHAN	Phone: (517) 960-9268

Event Information

Event Name: MEMORIAL DAY PROCESSION and Ceremony				
Event Date(s): MAY 29, 2023	Set up Time: 0900	Start Time: 1000	End Time: 1200	Tear Down Time: 1200

Has this event occurred before? Yes, (if yes, how many previous years?) 80+ 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.

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- GrandRiver Farmers Market Pavilion
- TRUE City Square (Stage)
- MLK Equality Trail
- Other Location: MT Evergreen Cemetery @ Rockwell entrance
- Streets: _____
- Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

March from Michigan Ave south on Jackson to Greenwood South to Rockwell, east to cemetery entrance. March starts at 10:00 AM. Would like to have crossing guards at cross streets along the route.

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

Street Name: <u>Michigan Ave</u>	Cross Streets: <u>Jackson & Mechanic</u>
Closure Start Date: <u>9:00 AM</u> Time: <u>10:30AM</u>	Closure End Date: _____ Time: _____
<u>Closed for procession line up</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: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

David W. [Signature] 04/03/2023

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: Small Stage @ Cemetery

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 type="checkbox"/> Vendor Locations | <input type="checkbox"/> Dispersal Locations | <input type="checkbox"/> Tables |
| <input 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 |

If these details change, a revised map must be provided seven days prior to event.

Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: 

Date: March 12, 2023

Office Use ONLY

Application Received:

Date:

Time: AE
3/14

By:

Application Fee Received:

Application Requirements

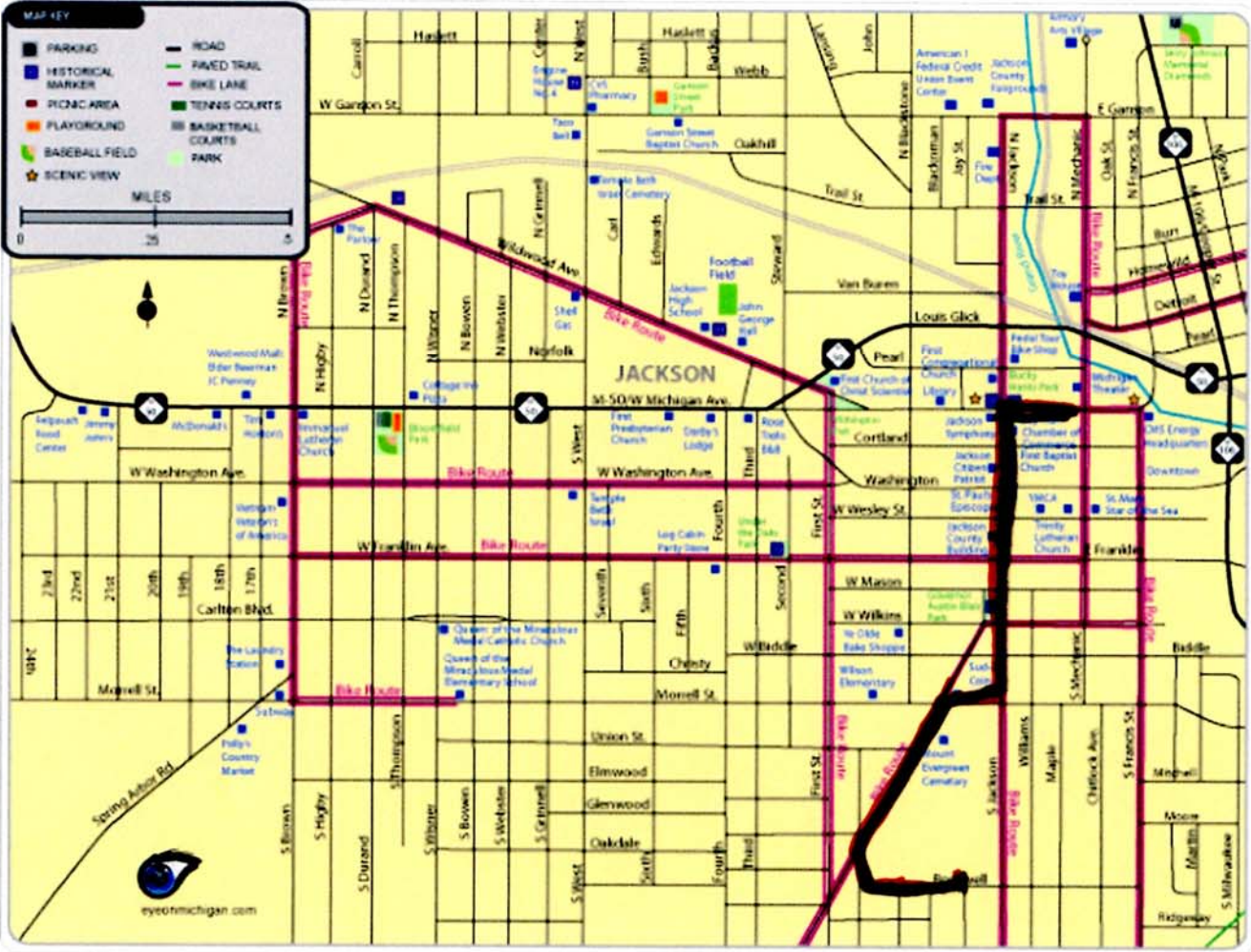
Application **MUST** be submitted 60 days **PRIOR** to event
*****NO EXCEPTIONS*****

Application **MUST** be submitted along with all required attachments to:
City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or aecon@cityofjackson.org
(517) 768-6411

Prohibited Items

Additional fees may apply if policies are not followed

- No ground stakes
- No confetti or glitter
- No use of outlets without prior approval



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Purchase of Dodge Durango

Recommendation:

Approve purchase of Dodge Durango

Attached is a memorandum from Director Elmer Hitt regarding the need to purchase an additional vehicle outside of the normal Purchasing guidelines.

I recommend approving the purchase of the Dodge Durango.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Elmer J. Hitt, Director of Police and Fire Services
DATE: May 9, 2023
RECOMMENDATION: Approval of Purchase of Dodge Durango

SUMMARY

The current fleet of the Jackson Police Department is aging. There is an urgent need for at least one additional patrol vehicle at this time. Current purchase contract is for a Ford Explorer which is pursuit-rated, however there is a mass shortage of these vehicles. The Police Department would like to purchase a vehicle outside of the contract.

BUDGETARY CONSIDERATIONS

Patrol vehicle #14 was involved in a crash in January 2023. The damage was so great that the vehicle was totaled. Our payout from our insurance will be \$22,125. This payout will help offset the cost of a Dodge Durango of \$45,925. Final cost to the City will be \$23,800. This will be paid out of current fiscal year funds from the Police Department's budget.

HISTORY, BACKGROUND and DISCUSSION

The Police Department ordered three Ford Explorers in November 2021 which still have not been received. Ford actually canceled all orders for model year 2022 vehicles and re-issued those orders for vehicles of model year 2023, which is at a higher cost. Two additional Explorers were ordered for model year 2023 in November 2022, and those vehicles have not been received as of yet, either.

The lack of availability of Ford pursuit-rated vehicles is becoming an issue as our fleet is aging. We typically replace vehicles when they reach 80,000 miles; we currently have 4 vehicles which have between 89,000 and 96,000 miles. In addition, there is one vehicle currently out of service which needs an engine replaced under warranty. Due to the shortage of materials and spare parts, the vehicle is still inoperable waiting for the replacement.

DISCUSSION OF THE ISSUE

There is a 2023 Dodge Durango currently in stock at John Jones Automotive Group in Salem, Indiana. We would like to purchase the vehicle outside of the normal purchasing guidelines, due to the extenuating circumstances caused by the national supply chain interruptions.

POSITION

I recommend approving the purchase of a Dodge Durango.

John Jones Automotive Group WORKSHEET

Date 04/21/2023
 Salesperson Tim Trover
 Sales Manager Dan Sillings
 Email Address cedwards@cityofjackson.org

Customer Name (s) City of Jackson
 To Be Titled As Follows City of Jackson
 Address 161 W Michigan Ave
 City, State, Zip Jackson MI 49201

Home Phone (517) 768-8714 Work Phone _____
 #1 Social Security # _____ D.O.B. _____ #2 Social Security # _____ D.O.B. _____

Vehicle Type: New Used Demo Year 2023 Make Dodge Model Durango PPV V6 Patrol
 VIN 1C4RDJFG9PC590360 Color White Knuckle Clearcoat Mileage N/A Stock No. P2288P

Trade #1: Year _____ Make _____ Model _____
 VIN _____ Color _____ Mileage _____

Trade #2 Year _____ Make _____ Model _____
 VIN _____ Color _____ Mileage _____

Suggested Selling Price	\$ 43,870.00
Dealer Installed Equipment	\$ 1,200.00
Total Price of Vehicle	\$ 45,070.00
Dealer Provided Discount	\$
Selling Price	\$ 45,070.00
Trade-In #1 Credit	\$
Trade-In #2 Credit	\$
Cash Difference	\$ 45,070.00
Doc. Fee	\$ 225.00
Sales Tax	\$
Other Items	\$ 600.00
Add'l Items: Other Fees, Taxes	\$ 30.00
Sales Tax on Add'l Items	\$
Total	\$ 45,925.00
Less Deposit	\$
Less Rebate	\$
Subtotal	\$ 45,925.00
Balance Owed on Trade In	\$
Total of Above Items	\$ 45,925.00
Cash on Delivery/Balance to be Financed	\$ 45,925.00

S.S.P. \$ _____

LETTER OF INTENT

I (we) authorize an investigation of my (our) credit history, my (our) employment history and my (our) signing this document, I (we) do hereby expressly authorize John Jones Automotive Group to send to multiple lending institutions my (our) credit information, which may include a credit history application(s), credit history report, or any other such data as may be requested by the financial institutions with the intent to establish credit; and obtain payoff information on trade vehicles. This confirms that, subject to preparation of necessary contract documents setting forth specific terms, to be executed by all the parties, I/we intend to purchase the within described vehicle subject to these price and trade-in terms.

Customer Approval  4/24/23

Customer Approval _____

Adverse Action Notice Received _____

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Approve a Resolution to Decline Exercising the City of Jackson's Right of First Refusal under PA 123 of 1999

Recommendation:

Approve a Resolution to decline exercising the City of Jackson's Right of First Refusal under PA 123 of 1999.

Attached is a memorandum from Shane LaPorte, Community Development Director, recommending City Council decline exercising its Right of First Refusal for 2023 tax foreclosed parcels in its jurisdiction at this time.

I recommend approval of the Resolution exercising the City's Right of First Refusal under PA 123 of 1999. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Community Development Director

DATE: May 9, 2023

RECOMMENDATION: Approve a Resolution to Decline Exercising the City of Jackson's Right of First Refusal under PA 123 of 1999

SUMMARY

Requested action is for City Council to approve a Resolution to decline exercising the City of Jackson's Right of First Refusal under PA 123 of 1999 for 35 properties identified on Exhibit A of the Resolution.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations with this action.

HISTORY, BACKGROUND and DISCUSSION

On or about April 3, 2023, the Jackson County Treasurer foreclosed on 35 properties within the City of Jackson for non-payment of 2020 and prior property taxes. Under PA 123 of 1999, the State of Michigan has first right of refusal of all tax foreclosed properties within its counties, with the local unit of government having subsequent right of first refusal.

DISCUSSION OF THE ISSUE

The County Treasurer will hold two tax auctions in late summer/early fall 2023. The City will have another opportunity to acquire parcels not sold at the tax auctions before the end of 2023.

POSITIONS

Requested action is for City Council to decline exercising its right of first refusal for 35 properties identified in Exhibit A of the Resolution.

ATTACHMENTS

- Resolution

RESOLUTION

**Notification of Release of Right of First Refusal
Under Public Act 123 of 1999 for
The County of Jackson**

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, the State of Michigan has first right of refusal for all foreclosed property of its Counties; and

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, the local unit of government has subsequent first right of refusal (pending response from the state which has not yet been received) for all foreclosed property of its Counties; and

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, a city, village, township, or city authority may purchase foreclosed property located within that city, village, township, or area of the city authority included in the judgment and subject to sale by paying the foreclosing governmental unit the greater of the minimum bid or the fair market value of the property; and

WHEREAS, the City of Jackson has reviewed a list of 2023 foreclosed properties located within its boundaries; and

WHEREAS, pursuant to the aforesaid right of first refusal, the City of Jackson has made a determination that it does not want to purchase the properties identified in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that at the meeting of the Jackson City Council, on this 9th day of May, 2023, the City of Jackson hereby declines to exercise its first right of refusal for the 35 foreclosed properties located in the City of Jackson, County of Jackson, State of Michigan, identified on **Exhibit A**.

* * * * *

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 9th day of May, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 10th day of May, 2023.

Andrea Muray *City Clerk*

Exhibit A

To the City of Jackson's Resolution to Forgo Right of First Refusal

PIN	Address	PIN	Address
1	1-056600000 1011 LANSING AVE	19	5-073700000 108 MOORE ST
2	1-058000000 413 ADAMS ST	20	5-110400000 1207 S MLK JR DR
3	1-082400000 425 ST CLAIR AVE	21	5-132400000 134 DAMON ST
4	2-100900000 710 OAKHILL AVE	22	5-176600000 E ROBINSON ST
5	2-101600000 411 W TRAIL ST	23	5-183000000 312 E EUCLID AVE
6	2-135400000 807 N WEST AVE	24	5-183100000 316 E EUCLID AVE
7	2-148900000 809 FOOTE ST	25	5-198200000 ADDISON ST
8	4-039300000 328 W MASON ST	26	6-0382.0100 1317 E MICHIGAN AVE
9	4-042100000 608 GREENWOOD PL	27	6-040700000 1208 DEYO ST
10	4-089200000 1041 MAPLE AVE	28	6-103600000 1817 CHAPIN ST
11	4-098000000 1111 S JACKSON ST	29	6-125500000 1811 PLYMOUTH ST
12	4-150900000 RANDOLPH ST	30	6-145900000 1108 PAGE AVE
13	4-155700000 1414 MAPLE AVE	31	7-032300000 309 N COLUMBUS ST
14	5-006300000 304 S MLK JR DR	32	7-076000000 523 N WATERLOO AVE
15	5-006400000 133 E WASHINGTON AVE	33	7-117600000 213 N PLEASANT ST
16	5-037600000 911 ADRIAN AVE	34	8-124000000 1206 E NORTH ST
17	5-050200000 921 EVERHARD ST	35	8-149100000 1112 E GANSON ST
18	5-052000000 808 EVERHARD ST		

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: **Change Order 2 to the Martin Luther King Equality Trail Lighting Contract with Cochran Electric Company**

Recommendation:

Approve Change Order 2 to the Martin Luther King Equality Trail Lighting Improvements contract with Cochran Electric Company in the increased amount of \$5,513.18, to compensate for extra work for an electrical service relocation and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 2 for the Martin Luther King Equality Trail Lighting contract.

I recommend approval of the change order. 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: May 9, 2023

RECOMMENDATION: Approve Change Order 2 to the Martin Luther King Equality Trail Lighting Improvements contract with Cochran Electric Company in the increased amount of \$5,513.18, to compensate for extra work for an electrical service relocation and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Change Order 2 will provide compensation to the contractor for extra work to relocate the trail lighting electrical service located approximately 1300 feet west of the trail intersection with West Avenue. The extra work was required by Consumers Energy to provide power for the trail lighting.

BUDGETARY CONSIDERATIONS

This change order represents an increase of \$5,513.18, bringing the current contract amount to \$623,843.04.

HISTORY, BACKGROUND and DISCUSSION

On April 22, 2022, City Council approved the award of the contract to Cochran Electric Company of Jackson, Michigan in the amount of \$606,195.49 for installation of pole mounted lighting on the Martin Luther King Equality Trail from Weatherwax Road to Prospect Street.

On November 15, 2022, City Council approved balancing Change Order 1 to balance contract quantities to match quantities placed in the field.

DISCUSSION OF THE ISSUE

Work on this contract is now substantially complete. All lights have been installed and two of three circuits have been energized and the lights made operational. A single circuit remains to be energized. The conduits, conductors and control panel for the remaining circuit were installed to meet the original direction of Consumers Energy for electrical service to be provided. The requirements by Consumers Energy to provide service have since changed. To meet the modified requirements, the service conduit to the control panel had to be relocated. The contractor provided an itemized accounting of the materials, labor and equipment necessary to do this extra work that has been found reasonable and acceptable.

POSITIONS

I request approval of Change Order 2 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

T:\2022 Projects\22-06_MLK TRAIL LIGHTING_PROSPECT TO WEATHERWAX3_CONSTRUCTION\CONTRACT MODS\CO 2_SERV RELOCATION\ENG22-06_MLK LIGHTING_CO2_Report to Council.docx

**CHANGE ORDER 2
To Contract for
ENG22-06 Martin Luther King Equality Trail Lighting Improvements
City of Jackson, Michigan**

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

ORIGINAL CONTRACT AMOUNT	\$ 606,195.49
APPROVED CHANGE ORDER 1	\$ 12,134.37
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER 1	\$ 618,329.86
CHANGE ORDER 2	\$ 5,513.18
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER 2	\$ 623,843.04

REASON FOR CHANGE:

To compensate the contractor for extra work to relocate a service connection as required by Consumers Energy.

CONTRACT COMPLETION:

The contract completion date is extended to May 31, 2023 to accommodate the delay resulting from the service relocation work.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Cochran Electric Company

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: **Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight across from 1308 Williams Street.**

Recommendation:

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight across from 1308 Williams Street and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, an invoice, and plan sheet from Consumers Energy regarding installation of one new streetlight as referenced above.

I recommend adoption of the resolution for the change to the Standard Lighting Contract for streetlights with Consumers Energy, authorization for associated form execution, and invoice payment. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: May 9, 2023

RECOMMENDATION: Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight across from 1308 Williams Street and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

The City has requested that Consumers Energy perform one installation of a new streetlight across from 1308 Williams Street. Attached is an Authorization for Change in Standard Lighting Contract form, Resolution for City Council Adoption, an invoice for \$100 and additional information from Consumers.

BUDGETARY CONSIDERATIONS

The estimated installation charge for the installation of the new streetlight is \$100.

HISTORY, BACKGROUND and DISCUSSION

The request for this streetlight was based on a resident's concern about a dark area due to the spacing of the lights on Williams Street.

DISCUSSION OF THE ISSUE

The City of Jackson is responsible for the streetlight system within the City. The City contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods.

POSITIONS

I request approval of the attached Resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight installation and authorization for the City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF JACKSON

I, _____, clerk of the City of JACKSON do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103033105687

Consumers Energy Company is authorized as of _____ by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

Notification Number(s): 1066526020

Comments:

City of JACKSON

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 40 watt LED Cobrahead NA to Install at location 1;

TOP POLE, EXISTING POLE
 TO BE REMOVED AT LATER
 DATE PER NJUNS #
 PULL POLE NOTIFY
 1066643240



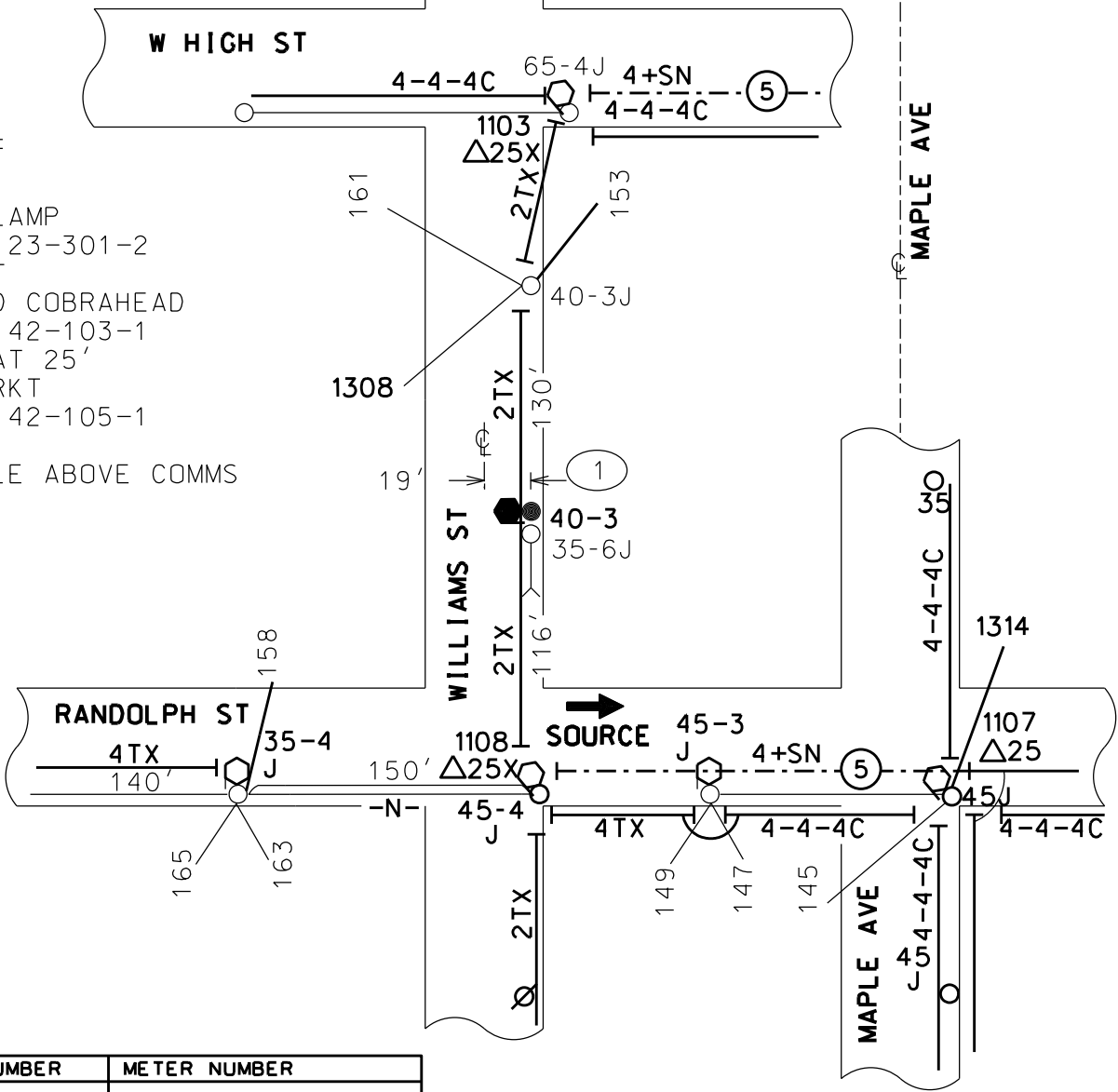
INSTALL

- 40-3
- TANG CLAMP
- FIGURE 23-301-2
- 6' BRKT
- 40W LED COBRAHEAD
- FIGURE 42-103-1
- MOUNT AT 25'
- BONG BRKT
- FIGURE 42-105-1

TOP POLE ABOVE COMMS

REMOVE

WR



METER ORDER NUMBER		METER NUMBER			
READ		METER LOCATION		ACROSS FROM 1308 WILLIAMS ST ECNC STL	
				CM NO.100007239307	
CONSUMERS ENERGY CONTACTS			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER
DEPARTMENT	NAME	NUMBER	ECNC	STL	1066526020
COORDINATOR	IANYA_GILROY	616-251-0574			
DESIGNER	BRENT_MARSHALL	517-315-2570			
CE STAKING REQ'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE:
FORESTRY REQ'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5301101108			CUSTOMER REQUESTED NEW STREETLIGHT
<p>A CMS Energy Company ELECTRIC</p>		SUBSTATION		WD NO.	
		SUMMIT		0213	
SHEET A SHEET 1 OF 1 SCALE 1"=100'		CIRCUIT		CKT NO.	
		FRANCIS STREET		02	
		UPSTREAM SECTIONALIZING DEVICE:		472-200A	
		LOCATION:		RANDOLPH ST & MLK JR DR	
JACKSON CO		SUMMIT TWP		T 03S R 01W SEC. 10	

SA_BOND_JS_PROD_Design1988080.dgn

03-30-2023 08:15:38



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

April 27, 2023

NOTIFICATION #:
1066526020

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON, MI 49201-1315

REFERENCE: ACROSS FROM 1308 WILLIAMS ST, JACKSON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$	-
Installation Charge:	\$	100.00
Additional Costs		
Total Estimated Cost:	\$	100.00
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	100.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Tanya Gilroy at 616-251-0574



CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON MI 49201-1315

Amount Due: \$100.00
Please pay by: May 11, 2023

▶ Invoice Number	9324797169
PO Number	
PO Date	
Bill Date	04/27/23

▶ **Account: 3000 2115 5613** ◀

▶ ACROSS FROM 1308 WILLIAMS ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - -
1066526020 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	\$100.00	\$100.00
TOTAL DUE:			\$100.00

See Page 2 for Payment Options.
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Tanya Gilroy -616-251-0574 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2115 5613

Amount Due: \$100.00
Please pay by: May 11, 2023
▶ **Enclosed:**

6 330033953780 000000100008 0000 2056 8 300021155613 H

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: **Amendment 1 to the 23-002 Major Street Engineering Contract**

Recommendation:

Approval of Amendment 1 to the 23-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$80,700.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

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

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

JG/ss

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: May 9, 2023

RECOMMENDATION: Approval of Amendment 1 to the 23-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$80,700.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

SUMMARY

On January 10, 2023, City Council awarded the 23-002 Major Street Engineering contract to Hubbell, Roth & Clark, Inc (HRC) of Bloomfield Hills, MI. The subject Contract Amendment is to provide engineering services for various grant applications and construction work.

BUDGETARY CONSIDERATIONS

The current amount for the 23-002 Major Street Engineering contract with HRC is \$452,451.30. The amount of proposed Amendment 1 is \$80,700.00, bringing the revised contract amount to \$533,151.30.

This work will be paid for with Major Street Funds.

HISTORY, BACKGROUND and DISCUSSION

On January 10, 2023, the City Council awarded the 23-002 Major Street Engineering contract to HRC for design and construction engineering for the Lansing Avenue Corridor.

DISCUSSION OF THE ISSUE

This proposed Contract Amendment 1 is for work described in the attached letter dated April 26, 2023 and listed below:

- Item 1 – 2023 RAISE Grant Application
- Item 2 – 2025 Safety Grant and TEDF – Category F Applications
- Item 3 – Construction Engineering for 2023 HMA Patching
- Item 4 – Design and Construction Engineering for Cooper Street Roundabout Flagpoles

POSITIONS

Engineering recommends that Amendment 1 to the 23-002 Major Street Engineering contract with HRC be approved for the not-to-exceed cost of \$80,700.00. I also request that the City Manager and City Engineer be authorized to sign the contract documents.

JHD/ss

ATTACHMENT

**AMENDMENT NO. 1
To Contract for
23-002 Major Street Engineering 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	\$ 452,451.30
AMENDMENT NO. 1	\$ 80,700.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.1	\$ 533,151.30

REASON FOR AMENDMENT:

To provide for various grant applications and construction work as described in the letter from Hubbell, Roth & Clark, Inc. dated April 26, 2023.

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

ACCEPTED BY:

Todd Sneathen, P.E.
Hubbell, Roth & Clark, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

April 26, 2023

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

Attn: Jon Dowling, P.E, City Engineer

Re: 2023 Lansing Ave Corridor Engineering
Amendment 1 Request

HRC Job No. 20221076

Dear Mr. Dowling:

Per our discussions, we are pleased to submit this amendment for various tasks. Depending on the task, we have included the scope of work which may include both design and construction engineering duties.

Item 1 – 2023 RAISE Grant Application (JN:20220912)

The City requested HRC to prepare a RAISE Grant application for MLK Jr. Drive Corridor from South Street to Morrell Street. As part of this effort, HRC will collect traffic data, prepare a project description, project budget, benefit cost analysis, and the other documentation required to complete this grant application. HRC prepared all of the required documentation to complete the application for \$25,730.

Item 2 – 2025 Safety Grant and TEDF – Category F Applications (JN:20230153 and 20230203)

The City requested HRC to prepare applications for Safety and TED-F grants available through MDOT. Two applications will be prepared: (1) TED-F application for full depth pavement replacement and miscellaneous curb and sidewalk replacement on Wisner Street from north of the Ganson Street intersection to south of the North Street intersection; (2) safety application to modernize two traffic signals along the Morrell Street corridor at Morrell Street and Brown Street and the traffic signal at Morrell Street and Wisner Street. HRC can complete the applications for \$14,810.

Item 3 – Construction Engineering for 2023 HMA Patching (JN:20230333)

The City requested HRC to provide inspection services for the 2023 HMA patching project. The construction work will require limited construction administration. The scope of work includes full-time observation for 2 weeks, inspector’s daily reports, as-built documentation and preparation of pay requests, as needed. HRC can complete the observation for \$11,670.

Item 4 – Design and Construction Engineering for Cooper Street Roundabout Flagpoles (HRC JN:20230340)

The City requested HRC to prepare drawings to revise aesthetic features in the southernmost Cooper Street Roundabout, including structural analysis for the installation of three flag poles. This will require submittal to MDOT due to the location of the flagpoles in MDOT Right-of-Way. HRC’s work will include topographic survey, soil boring, design of flagpole foundations, preparing plans and inspection and construction engineering services for the project. We are assuming less than 1 week of construction. HRC can complete the design work and construction administration for \$28,490.

Based on the scope of work, we estimate the total costs for the items above to be \$80,700. We will invoice the City in accordance with the terms of our existing contract, and the final invoice amount will be based on actual time spent.

Bloomfield Hills
555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste
1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Todd Sneathen, P.E.
Vice President

Attachment

pc: HRC; M. Romkema, L. Michaels, File

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: **Resolution for Approval of a Contract with the Michigan Department of Transportation for Safety Improvements at Trail Crossings on Streets**

RECOMMENDATION:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for safety improvements at trail crossings on several streets, and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer regarding an MDOT contract as referenced above.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: May 9, 2023

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for safety improvements at trail crossings on several streets, 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 safety improvements at trail crossings on several streets.

BUDGETARY CONSIDERATIONS

The cost-participation agreement and contract number 23-5146 for this project has been prepared by MDOT and forwarded to the City of Jackson for approval. The estimate for the construction work is \$391,250 with the federal share being \$278,830 and the City share being \$112,420.

HISTORY, BACKGROUND and DISCUSSION

The City has a number of trails with street crossings. In the past six years, Engineering has been improving the safety of crossings with LED flashing pedestrian signs.

DISCUSSION OF THE ISSUE

Engineering proposes improve the safety of the trail crossings at Denton Road at Kibby Road, Hickory Avenue at Fourth Street, Prospect Street at MLK Equality Trail and West Avenue at Fourth Street by installing concrete sidewalk, curb ramps, curb and gutter, permanent signing including perimeter lit flashing pedestrian signing, push buttons, infrared bollards and permanent pavement markings.

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 has trail crossings at Denton Road at Kibby Road, Hickory Avenue at Fourth Street, Prospect Street at MLK Equality Trail and West Avenue at Fourth Street; and

WHEREAS, the City desires to improve the safety at these trail crossings; and

WHEREAS, the project is broken down into two parts: Part A - concrete sidewalk, curb ramps, curb and gutter, permanent signing including perimeter lit flashing pedestrian signing, push buttons, infrared bollards and permanent pavement markings; and Part B - galvanized support structure coating; and

WHEREAS, the project has received federal funding for 80% to a maximum of \$278,830 for Part A of this project, and the City is responsible for 100% of funding for Part B of this project; and

WHEREAS, the cost-participation agreement and contract number 23-5146 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$391,250 with the federal share being \$278,830 and the City share being \$112,420.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the safety improvements at these crossings; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 23-5146 with the Michigan Department of Transportation for the safety improvements at these crossings; 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 9th day of May, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 10th day of May, 2023.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

VRU, HSIP

DA

Control Section	VRU 38000
Job Number	214063CON
Project	23A0437
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5146

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 April 6, 2023, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete sidewalk, curb ramps, curb and gutter, permanent signing, including perimeter lit flashing LED pedestrian signing, pushbuttons, infrared bollards and permanent pavement markings along Denton Road at Kibby Road, along Hickory Avenue at Fourth Street, along Prospect Street at MLK Equality Trail and along West Avenue at Fourth Street; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Galvanized support structure coating along the limits as described in PART A; 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:

VULNERABLE ROAD USERS
HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS

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 accordance with the following:

PART A

Federal Vulnerable Road User Funds in combination with Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$278,830, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion 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.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will 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 _____
for Department Director MDOT

By _____
Title:



April 6, 2023

EXHIBIT I

CONTROL SECTION VRU 38000
JOB NUMBER 214063CON
PROJECT 23A0437

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$385,000	\$ 6,250	\$391,250

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$385,000	\$ 6,250	\$391,250
Less Federal Funds*	<u>\$278,830</u>	<u>\$ 0</u>	<u>\$278,830</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$106,170	\$ 6,250	\$112,420

*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: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Approve Submission of the 2023-2024 Annual Action Plan, Adopt a Resolution of Certifications, and Authorize the Mayor to Sign Required Documents for Submission to HUD

Recommendation:

Approve submission of the 2023-2024 Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the submission of the 2023-2024 Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Community Development Director

DATE: May 9, 2023

RECOMMENDATION: Approve Submission of the 2023-2024 Annual Action Plan, Adopt a Resolution of Certifications, and Authorize the Mayor to Sign Required Documents for Submission to HUD

SUMMARY

Approve submission of the 2023-2024 Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations with this request.

HISTORY, BACKGROUND and DISCUSSION

The City must prepare and submit an Annual Action Plan to HUD, which is used to summarize the actions, activities, and programs to be financially supported with CDBG and HOME funds during the period beginning July 1, 2023 through June 30, 2024. The projects in the Annual Action Plan reflect City Council's preliminary allocations made during its regular meeting on February 21, 2023. The Annual Action Plan also identifies the final funding levels approved by City Council at its April 25, 2023 meeting.

DISCUSSION OF THE ISSUE

On April 25, 2023, City Council approved final funding levels for CDBG and HOME activities during Program Year 2023. The attached Annual Action Plan incorporates those allocations and is presented for City Council's approval prior to submittal to HUD. A complete copy of the Annual Action Plan will be available on the City's website at <http://www.cityofjackson.org/332/Grant-Reports> for continued public review.

Also attached is the Application for Federal Assistance (HUD Form SF-424), Assurances for Non-Construction Programs (SF-424B) and Construction Programs (SF-424D), the Resolution for Certification (Appendix A), and the Non-State Grantee Certifications (Appendix B). The Annual Action Plan and other required documentation must be received by HUD on or about May 17, 2023 to comply with submission dates outlined in 24 CFR 570.302 and 24 CFR 91.15.

POSITIONS

Requested action is for City Council to approve submission of the 2023-2024 Annual Action Plan to HUD, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal to HUD.

ATTACHMENTS

- Resolution
- SF-424, SF-424B, SF-424D
- Certifications
- 2023-2024 Annual Action Plan

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson, Michigan has prepared a One-Year Action Plan in order to procure federal funds under the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and,

WHEREAS, the City of Jackson, Michigan is required by law to provide certain assurances and certifications to the United States Department of Housing and Urban Development (HUD) as part of said procurement; and,

WHEREAS, the City of Jackson, Michigan has in place and is following a Citizen Participation Plan as required by HUD.

NOW, THEREFORE, BE IT RESOLVED, that the One-Year Action Plan is adopted and approved, the Mayor, as the official representative of the City, is authorized and directed to execute the submission of said Plan for and on behalf of the City of Jackson, Michigan, and the Mayor and the Department of Neighborhood and Economic Operations are authorized to provide such additional information as may be required and to submit said Plan to HUD;

BE IT FURTHER RESOLVED, that the City of Jackson, Michigan hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for these federally-assisted programs, and the City of Jackson, Michigan gives assurances and certifies that, with respect to the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME):

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the One-Year Action Plan and amendments thereto, and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the One-Year Action Plan, and to provide such additional information as may be required.
- C. It is following a detailed Citizen Participation Plan which:
 1. Provides for and encourages citizen participation with particular emphasis on participation by persons of low- and moderate-income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
 3. Provides for technical assistance to representative groups of persons of low- and moderate-income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and,
6. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

Prior to submission of its Housing and Community Development Plan to HUD, the grantee has:

1. Met the citizen participation requirements of 24 CFR 91.105.
 2. Prepared its One-Year Action Plan in accordance with 24 CFR 91 and made the Plan available to the public.
- D. The grants will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d *et seq.*); and,
 2. The Fair Housing Act (42 USC 3601-20).
- E. It will affirmatively further fair housing.
- F. It has developed its Plan to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight, except that the aggregate use of CDBG funds received under Section 106 of the Act, and, if applicable, under Section 108 of the Act, during the 2023-2024 program year shall principally benefit persons of low- and moderate-income in the manner that ensures not less than 70 percent of such funds are used for activities that benefit such persons during such period.
- G. It has developed a community development plan for the period specified in Paragraph F above that identifies community development and fair housing needs and specifies both short- and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Act.
- H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
1. Funds received under Section 106 of the Housing and Community Development Act of 1974, as amended, are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or,
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate-income, the grantee certifies to the Secretary that it lacks sufficient funds received under

Section 106 of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of subparagraph H(1) above.

- I. Its notification, inspection, testing, and abatement procedures concerning lead-based paint will comply with 24 CFR 570.608.
- J. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606(a) and federal implementing regulations, it is following a residential anti-displacement and relocation assistance plan as required under Section 104(d) of the Act and in 24 CFR 570.606(c), and it will comply with the relocation requirements of 24 CFR 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.
- K. It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,
 - 2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- L. To the best of its knowledge and belief:
 - 1. No federal appropriated funds have been paid, or will be paid, by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
 - 3. It will require that the language of Paragraph L of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- M. It will comply with the other provisions of the Act and with other applicable law.
- N. Before committing to any HOME funds, the City will evaluate HOME Projects that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- O. If the participating jurisdiction intends to provide tenant-based rental assistance, the use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's annual approved housing strategy for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

* * * *

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 _____th day of _____, 2023.

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

Andrea Muray

City Clerk

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. UEI:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

- 1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
- 2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

JACKSON

Founded 1829

Community Development Block Grant (CDBG) HOME Investment Partnerships Program



2023 – 2024 Annual Action Plan



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2023-2024 Annual Action Plan

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Appendices

- Appendix A: City Council Resolution
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Executive Summary

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

1. Introduction

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

2. Summarize the objectives and outcomes identified in the Plan

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

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

3. Evaluation of past performance

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

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

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

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

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

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

5. Summary of public comments

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

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

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

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

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

7. Summary

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

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

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

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

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

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

Table 1 – Responsible Agencies

Narrative (optional)

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

Consolidated Plan Public Contact Information

City of Jackson
ATTN: Cory L. Mays
161 W Michigan Avenue
Jackson, MI 49201
517-768-6461
cmays@cityofjackson.org

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

1. Introduction

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

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

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

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

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

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

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

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

4	Agency/Group/Organization	Training and Treatment Innovations
	Agency/Group/Organization Type	Housing Services; persons with disabilities, homeless, health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC.
5	Agency/Group/Organization	Kate Martin Works
	Agency/Group/Organization Type	Housing PHA Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, homeless, health, education, employment, fair housing, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans, unaccompanied youth Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC, direct consultation, email consultation.
6	Agency/Group/Organization	AWARE, Inc
	Agency/Group/Organization Type	Housing Services: housing, children, victims of domestic violence, homeless, health, education, employment, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - families with children Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC, email consultation.

7	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Jackson Interfaith Shelter Housing Services: housing, children, homeless Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children, veterans, unaccompanied youth Participation in CoC
8	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services Of South Central Michigan Housing Services: housing, children, elderly persons, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, homeless, health, fair housing, victims Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Participation through CoC, direct consultation, email consultation.
9	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	disAbility Connections Housing Services-Persons with Disabilities Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Participation through CoC

10	Agency/Group/Organization	Department of Health & Human Services
	Agency/Group/Organization Type	Housing Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, health Health Agency Child Welfare Agency Other government - State
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC
11	Agency/Group/Organization	Henry Ford Allegiance Health
	Agency/Group/Organization Type	Housing Services: homeless, health Health Agency Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to include a wide range of community stakeholders in the consultation process; no agency was intentionally excluded from participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Community Action Agency	The CoC works to support homeless individuals and families work toward self-sufficiency.
Five-Year Plan	Jackson Housing Commission	Five-year plan of the local Public Housing Authority which overlaps in multiple areas relating to the housing needs of the low-income community.
2016 Community Master Plan	City of Jackson	This comprehensive plan focuses on housing, economic development, land use, transportation, health, community facilities, services, and other related topics.
Comprehensive Economic Development Strategy (CEDS)	Region 2 Planning Commission	Provides an analysis of the local economy, identification of economic development goals and strategies, and efforts to reduce unemployment and increase income.
Housing Strategy and Policy Framework	City of Jackson	Comprehensive, data-driven analysis of Jackson’s current and future housing needs, prepared for the Affordable Housing Development Board

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Jackson follows its Citizen Participation Plan to encourage participation in the planning and utilization of CDBG and HOME funds. A public hearing is held in January to receive comments on the housing and community development needs in the City before the Consolidated Plan and/or Annual Action Plan is made available for citizen comment. Notice of the public hearing is posted on the City's website, through its social media outlets, and printed as a display ad in two local newspapers no less than ten (10) days in advance of the hearing. All views and comments are considered and incorporated in the appropriate plan.

Once the Consolidated Plan and/or Annual Action Plan is in draft form, the public is provided 30 days to review and submit comments; notice of the availability of the plan is again published in the two newspapers, listed on the City's website, and through its social media outlets. Hard copies are made available at two (2) locations in City Hall, at the Community Action Agency, the main branch of the Jackson District Library, and the three (3) public housing complexes; an electronic version is available through the City's website. All views and comments are considered and incorporated in the appropriate plan.

The public is also notified when the City submits its Request for Release of Funds via newspapers and the City's website/social media outlets, and allows for no less than seven days to submit comments. If a substantial amendment is required during the course of the program year, hard and electronic copies are made available at the locations noted above with the notice of availability published in the local papers and on the website/social media outlets. Citizens are provided no less than 30 days within which to submit written comments and/or to attend a public hearing to provide oral comments. The annual report is published and distributed in the same manner as described above, culminating in a public hearing after a 15 day comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons
1	Public Hearing	Minorities Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Four (4) people provided comment during the January 24, 2023 public hearing.	Concern about homelessness and affordable housing; suggestions made for public service activities.	All comments accepted and considered.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons
2	Newspaper Ad	Minorities Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Notice of the Public Hearing; availability of the draft Annual Action Plan in both hard copy and electronic form and time within which to submit comments.	No written comments were received.	No written comments were received.
3	Internet Outreach	Non-targeted/ broad community	No written comments were received.	No written comments were received.	No written comments were received.
4	Jackson District Library Carnegie Branch	Minorities Persons with disabilities Non-targeted/ broad community	Hard copy of Annual Action Plan made available in the Resource Center for public review and comment.	No written comments were received.	No written comments were received.
5	Jackson Housing Commission	Minorities Persons with disabilities Residents of Public and Assisted Housing	Hard copy of Annual Action Plan made available for public review/ comment at three locations: Chalet Terrace, Reed Manor, and Shahan-Blackstone North.	No written comments were received.	No written comments were received.
6	Community Action Agency	Minorities Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Hard copy of Annual Action Plan made available in CAA's lobby for public review/comment.	No written comments were received.	No written comments were received.
7	Jackson County Continuum of Care	Service Providers	Members were notified of every upcoming step in the citizen participation process and encouraged to attend the public hearing and/or submit relevant comments		See public hearing above.

Table 4 – Citizen Participation Outreach
Annual Action Plan
2023

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For planning purposes, the City deducts 3% from the most current formula allocation, then adds anticipated program income by grant type. Estimated revenue for fiscal year 2023–2024 is as follows:

- **CDBG:** 2022-23 formula allocation: \$1,293,933; less 3% (-\$38,800); plus estimated program income (\$75,200) = \$1,330,333
- **HOME:** 2022-23 formula allocation: \$356,430; less 3% (-\$10,700); plus estimated program income (\$20,200) = \$365,930

The Jackson City Council establishes projects, activities, and funding levels for the 2023-2024 program year as identified in this Annual Action Plan.

On February 27, 2023, the City was notified of its 2023-2024 formula allocation, as follows:

Grantee	ST	CDBG	HOME
Jackson	MI	\$1,276,248	\$330,992

The City’s CDBG allocation was funded \$21,115 more than what was estimated, while HOME received a \$14,738 decrease from the estimate. When comparing 2022 allocations to 2023 totals, the City of Jackson received a 1.4% decrease in CDBG funding and a 7.7% decrease in HOME funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:	
CDBG	Federal	Acquisition, Admin and Planning, Economic Development, Housing, Public Improvements, Public Services	\$1,276,248	\$75,200	0	\$1,351,448	\$1,304,839
Narrative Description:		Annual block grant from HUD based on a formula to address a variety of community development and housing needs, primarily benefiting low- to moderate-income City residents.					
HOME	Federal	Acquisition, Homebuyer assistance, Homeowner rehab, Multifamily rental new construction, Multifamily rental rehab, New construction for ownership, TBRA	\$330,992	\$20,200	0	\$351,192	\$327,407
Narrative Description:		Annual grant from HUD based on a formula to provide affordable housing to low- to moderate-income City residents.					

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages CDBG and HOME funds to the extent possible against other federal, state, local, and private funding to maximize project impact. Leveraging varies from activity to activity, depending on the project and availability of additional resources that are eligible for that type of use.

The CDBG program does not require matching funds like the HOME Investment Partnerships Program. Generally, HOME requires a participating jurisdiction contribute or match 25% of HOME funds spent on affordable housing; however, Jackson has been 100% exempted from this requirement due to fiscal distress.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Since 2012, City leaders accumulated tax foreclosed parcels not sold at public tax auctions with the end goal of amassing sufficient contiguous parcels in various areas to promote for redevelopment. One such area is at the corner of Franklin and Mechanic Streets where vacant parcels owned by the City of Jackson and CAA provided the impetus for an affordable housing collaboration. The Greater Jackson Habitat for Humanity is using these parcels to construct up to four (4) new single family homes as the City's Community Housing Development Organization (CHDO) for sale to income qualified homeowners when completed. The project location is immediately south of the downtown which has experienced significant growth and revitalization and will neighbor a new YMCA Center planned to begin construction in 2023.

Under new leadership since early 2020, City Administration is reassessing its need to continue amassing tracts of land. The City presently owns approximately 17 residential houses it acquired through tax reversion and is allowing these residential properties to be purchased by responsible investors to fix and resell on the open market. The City also owns approximately 600 buildable residential lots, products of a multi-year demolition program aimed at reducing neighborhood blight. Plans are underway to sell lots at greatly reduced costs to builders/developers, in an effort to bring large numbers of new homes to Jackson and simultaneously rebuild neighborhoods.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Category	Needs Addressed	Funding
1	Public Facilities/Infrastructure	Non-Housing Community Development	Community Center & Park Improvements; Streetscape Improvements	CDBG: \$576,448
2	Residential Rehabilitation	Affordable Housing	Rehabilitation	CDBG: \$250,000
3	Residential Demolition	Clearance and Demolition	Residential Demolition	CDBG: \$200,000
4	Code Enforcement (legal)	Non-Housing Community Development	Code Enforcement	CDBG: \$25,000
5	CHDO Reserve	Affordable Housing	Homebuyer Housing	HOME: \$316,092

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facilities/Infrastructure
	Goal Description	Funding is provided to continue with the Loomis Park/Boos Community Center and public park improvements, in addition to streetscape improvements
2	Goal Name	Residential Rehabilitation
	Goal Description	Zero interest, low repayment loans are made available to low-income households to correct emergency hazards or replace major components that have reached the end of their useful life before they become an emergency in their primary residence.
3	Goal Name	Residential Demolition
	Goal Description	Demolition of foreclosed, vacant, or abandoned and dilapidated publicly or privately owned property in low-income neighborhoods. Removal of hazardous buildings increases the quality of life and vitality of neighborhoods, supports property values, eliminates hazardous conditions, and reduces opportunities for criminal activities.
4	Goal Name	Code Enforcement (legal)
	Goal Description	Legal support to the Department of Neighborhood & Economic Operations in its efforts to improve low-income neighborhoods and properties through blight enforcement.
5	Goal Name	CHDO Reserve
	Goal Description	HOME funds set aside for future CHDO-eligible projects yet to be identified

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Jackson is funding projects to achieve the goals and objectives defined in the 2020-2024 Five-Year Consolidated Plan to generally improve the livability and accessibility of low-income neighborhoods. After several years of focusing CDBG funds towards the revitalization of the downtown, City leaders are now expanding assistance into the adjoining neighborhoods. The initial phase will focus on streetscape improvements, clearance of severely dilapidated residential structures, and rehabilitation. The fundamental goal is to improve the living conditions for the low- to moderate-income households residing in the three target areas specified in the Consolidated Plan.

Projects

#	Project Name
1	Loomis Park / Boos Center Improvements
2	Code Enforcement – Legal Services
3	2023 Residential Rehabilitation
4	2023 Residential Demolition
5	Streetscape Improvements
6	Rehabilitation Administration
7	General Administration/Planning
8	Community Housing Development Organization (CHDO) Reserve

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The level of CDBG funds Jackson receives annually is relatively low considering increasing costs to implement improvements and is insufficient to meet all the demands for assistance. Historically, attempting to fund as many projects as possible did little to impact the residents as a whole; therefore, the number of projects has decreased to ensure sufficient funding to complete activities which boost the community overall. City leaders recognize needs exist in the community but are also cognizant of many other non-housing needs it is solely responsible for, such as infrastructure improvements, park improvements, street lighting, etc. Reliance on non-profit and faith-based organizations to meet the low-income population's direct service needs through other available funding sources allows the City to focus on improving low-income neighborhoods which subsequently impacts the entire City.

AP-38 Project Summary

Project Summary Information

1	Project Name	Loomis Park / Boos Center Improvements
	Target Area	n/a
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Community Center and Parks Improvements
	Funding	CDBG: \$401,448
	Description	Continued funding to fully rehabilitate the Boos Community Center in Loomis Park.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Loomis Park is located in the middle of Census Tract 4, Block Group 5. According to the 2019 Low/Mod Income Summary Data (LMISD), the percentage of low- to moderate-income residents in this area is 50%. The park's service area is not limited to Census Tract 4, Block Group 5; in fact, it is a very popular recreation destination for residents in the one-half mile surrounding area. The one-half mile radius around Loomis Park includes all five (5) Block Groups in Census Tract 4; Census 12, Block Groups 2 and 3; and Census Tract 69, Block Groups 1 and 3. When combined, this area is 61.11% low- to moderate-income residents. Approximately 4,950 low- to moderate income persons reside within a one-half mile radius of Loomis Park.
	Location Description	The address for the Boos Center is 210 Gilbert Street, Jackson, MI.
	Planned Activities	Rehabilitation of the Boos Center based on priority needs identified through an architectural/engineering assessment.
2	Project Name	Code Enforcement - City Attorney's Office
	Target Area	n/a
	Goals Supported	Code Enforcement (legal)
	Needs Addressed	Code Enforcement (Legal)
	Funding	CDBG: \$25,000
	Description	The City Attorney's Office provides legal services for various code enforcement activities including housing code enforcement and blight elimination, contract review, and approval.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 cases will be filed for prosecution in the City's Administrative Hearings Bureau to help eliminate blight and improve neighborhood quality in the low-income residential areas of the City.

	Location Description	Various CDBG-eligible neighborhoods within the City of Jackson which are comprised of 51% or more low- to moderate-income residents.
	Planned Activities	Enforcement of various housing and blight ordinances to improve neighborhood conditions.
3	Project Name	2023 Residential Rehabilitation
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr
	Goals Supported	Homeowner Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$250,000
	Description	Provision of zero-interest, low repayment rehabilitation loans to low-income households to correct an emergency hazard situation or replace aged major components in the primary residence before they become an emergency.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	Ten (10) or more low-income homeowners will receive rehabilitation assistance.
4	Project Name	2023 Residential Demolition
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr
	Goals Supported	Residential Demolition
	Needs Addressed	Residential Demolition
	Funding	CDBG: \$200,000
	Description	Demolition of foreclosed, vacant, or abandoned residential properties within CDBG-eligible areas across the City.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Limited to no more than 30% of the City's annual CDBG expenditures, approximately ten (10) residential structures will be demolished.
		Location Description

	Planned Activities	Demolish foreclosed, vacant, or abandoned residential structures within CDBG-eligible neighborhoods.
5	Project Name	Streetscape Improvements
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Street Improvements
	Funding	CDBG: \$175,000
	Description	Streetscape improvements to various City lots, including street lighting, curb cuts, and the planting of street trees to encourage in-fill housing by developers
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	To be determined
6	Project Name	Rehabilitation Administration
	Target Area	Not applicable
	Goals Supported	Homeowner Rehabilitation
	Needs Addressed	Rehabilitation Administration
	Funding	CDBG: \$150,000
	Description	All delivery costs directly related to carrying out housing rehabilitation activities, including staff, other direct costs, and service costs.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	Ten (10) or more low-income homeowners will receive rehabilitation assistance.
7	Project Name	Administration/Planning
	Target Area	Not applicable

	Goals Supported	Not applicable
	Needs Addressed	Administration/Planning
	Funding	CDBG: \$150,000 HOME: \$ 35,100
	Description	Overall program administration, including, but not limited to, salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring and evaluation.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Not applicable
	Planned Activities	Not applicable
8	Project Name	CHDO Reserve Activity
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr
	Goals Supported	CHDO Reserve
	Needs Addressed	Affordable Housing
	Funding	HOME: \$316,092
	Description	Funds held in reserve for use by a certified CHDO on future eligible activities
	Target Date	6/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	To be determined

AP-50 Geographic Distribution – 91.220(f)

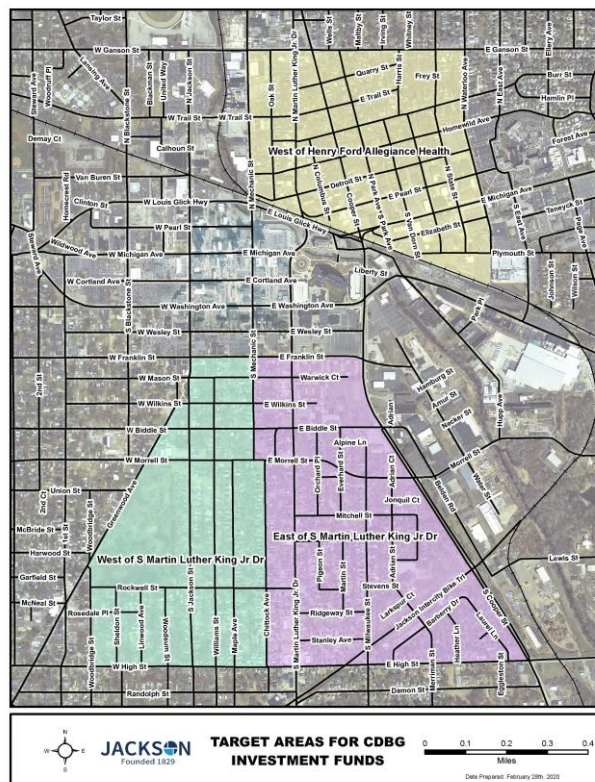
Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The 2020-2024 Five-Year Consolidated Plan identified three (3) local target areas for funding allocation priorities:

West of Henry Ford Allegiance Health - Identified in the 2016 Master Plan as part of the Health and Downtown Neighborhoods, both of which were deemed transitional. This area was also labeled as place-making, forming part of the community's core and in the top tier for transit and non-motorized connectivity.

East of S Martin Luther King Jr Dr - Identified as the King Neighborhood in the 2016 Master Plan, it was noted that while among the most distressed in the City, it scored high in place-making. The King Neighborhood links the downtown to its southern borders and is accessible by transit. This area is home to 126 public housing units and 200 HUD-subsidized units. No major commercial business is located in the neighborhood.

West of S Martin Luther King Jr Dr - This area is partially in the Downtown and Partnership Park neighborhoods as identified in the 2016 Master Plan. While the Downtown neighborhood is labeled transitional, Partnership Park is deemed distressed.



Geographic Distribution

Target Area	Percentage of Funds
West of Henry Ford Allegiance Health	10%
East of S Martin Luther King Jr Dr	10%
West of S Martin Luther King Jr Dr	10%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The public reinvestment in the City of Jackson has concentrated on revitalizing the heart of the city – its downtown business district. With revival well on its way, investment in the residential neighborhoods immediately adjacent to the downtown is in order to build on the beautification and blight reduction efforts. The percentage of low- to moderate-income residents in these targeted areas ranges from 60.1% to 87.1%. Census Tracts 11 is also one (1) of only two (2) Racially and Ethnically Concentrated Areas of Poverty (R/ECAP) areas within the City limits.

Discussion

Efforts to expend grant funds in or near these target areas will be made to the greatest extent feasible. The City will provide year-end results in its Consolidated Annual Performance and Evaluation Report.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Over 90% of the City’s housing stock was built before 1978; lower income homeowners are often unable to pay for the cost of repairs or obtain financing at affordable rates. Due to years of deferred maintenance and the likely presence of lead-based paint, fully rehabilitating owner-occupied housing has become cost prohibitive, hindering the City’s ability to provide assistance. Available zero-interest, low repayment rehabilitation loans are now limited to correcting emergency hazards or replacing a home’s major components that are nearing the end of their useful lifespan before they become an emergency.

New housing unit production is needed to increase the availability of affordable housing to the City’s low-income residents pursuing the American Dream of homeownership. The City will hold funds in reserve until a viable project is identified.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The Jackson Housing Commission (JHC) has served as the City's Public Housing Authority (PHA) for over 60 years and also services all of Jackson County. JHC is considered a medium-sized agency providing 500 public housing units, 40 scattered-site single family homes, and up to 475 Housing Choice Vouchers (HCV).

Actions planned during the next year to address the needs to public housing

The JHC, in partnership with the City of Jackson, was recently awarded a HUD Choice Neighborhoods (CN) Planning Grant for the Downtown Jackson neighborhood. Jackson was one of only eight (8) communities nationwide that received the CN grant in 2021. Through the grant, the JHC and the City are working with local residents and a variety of community stakeholders to create a forward-looking CN Plan with a strong commitment to diversity and inclusion. The Plan will be centered on the redevelopment of JHC's Reed Manor property, which includes 292 units of low-income housing. The CN Plan will seek to replace 100% of those housing units within the neighborhood, or in other areas of opportunity as part of new mixed-income developments.

The JHC also applied for a Rental Assistance Demonstration (RAD) conversion from the federal public housing subsidy to Section 8 (project based) funding and has received a Commitment to enter into a Housing Assistance Payments (CHAP) contract.

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

Residents are encouraged to attend resident advisory board meetings, JHC board meetings, talk with their housing managers, and even the Executive Director if warranted. Annual surveys are distributed to tenants to get their opinions on real or perceived conditions at their complex and what improvements they would like to be considered.

During development of the CN Plan, resident engagement will be at the center of the planning process. Residents are strongly encouraged to continue with that level of engagement to make their day-to-day lives better including participation in the Resident Council, CN Steering Committee, and to serve as a Community Ambassador during the CN planning process. Data from the Resident Needs Assessment survey is being analyzed, and the results will help shape the final proposal from the CN team. City staff are working with the CN team to identify possible land for housing development, City resources available, and other research/data that may inform their process moving forward.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The JHC is not a troubled agency.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Jackson County Continuum of Care (CoC) is the local homeless assistance planning group, which encourages community collaboration to address housing and homeless needs. The CoC is comprised of representatives from a variety of non-profit entities, faith-based organizations, community stakeholders, and state and local governments serving households and individuals experiencing housing crises. The group's focused, structured approach identifies existing needs and resources, detects gaps in service, and monitors emerging conditions. Funding received by the CoC is used to prevent homelessness, rapidly re-house people in a housing crisis, and transform the system so more people can obtain and maintain housing.

Homeless providers in Jackson County use a Homeless Management Information System (HMIS) to collect client-level data, the provision of housing to homeless individuals and families, and persons at risk of homelessness. The CoC also participates in an annual Point-in-Time (PIT) Count where volunteers count both sheltered and unsheltered persons experiencing homelessness on a single night in January.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

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

City staff will continue to participate with the CoC, including subcommittees, to the extent feasible. It is important not only to keep City leaders aware of the community's health and emerging needs, but also to impart knowledge and understanding of government capabilities and limitations. Exchange of information is essential along with actionable participation by City staff.

Homeless facilities and services are managed and provided through agencies that participate with the CoC. Outreach is conducted at emergency shelters, domestic violence shelters, with youth providers, and through street outreach to locate potential participants. Case managers complete an initial assessment to prioritize need and set housing stability goals.

Utilizing American Rescue Plan Act (ARPA) funds, the City provided a combination coat/sleeping bag to numerous homeless persons in early 2023. This project was aimed at protecting members of a vulnerable population during **the** coldest months of the year.

- **Addressing the emergency shelter and transitional housing needs of homeless persons**

The CoC adopted a Coordinated Entry policy which ensures people with the greatest needs receive priority for any type of housing and homeless assistance. Coordinated Entry does not screen people out for assistance because of perceived barriers to housing or services including, but not limited to, lack of employment or income, drug or alcohol use, or having a criminal record. Clients are linked to community resources which best meet their immediate and future needs.

On November 9, 2021, the Jackson City Council authorized the official creation of the Jackson Affordable Housing Development Board (AHDB). The intent of the Board is to promote the health, safety and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council. The AHDB shall: propose remedies on the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing; stimulate the production and preservation of owner-occupied and non-owner occupied housing available to low income individuals or families, and; optimize benefits available to low and moderate-income residents by incentivizing affordable residential housing projects within the City of Jackson.

The mission of the AHDB is to promote safe, healthy, and affordable housing. Tasked with recommending the expenditure of \$3.5 million of funds from the American Rescue Plan Act (ARPA), this board is comprised of community members and provides recommendations to the Jackson City Council. To assist with the allocation of its ARPA funds, the City of Jackson contracted with Guidehouse, a national firm tasked with navigating the many federal regulations associated with ARPA funds. To aid the AHDB in their work, Guidehouse embarked on a multi-month study of housing needs in the City of Jackson. They recently released their Housing Strategy and Policy Framework, a comprehensive and data-driven analysis of Jackson's current & future housing needs.

During the months of December 2022 through March 2023, the City of Jackson also invested over \$200,000 in American Rescue Plan Act (ARPA) funds to shelter, feed, and meet other needs of homeless in the community. These funds were allocated, and administered, by both City of Jackson employees and volunteers/contract employees from Residents in Action (RIA), a grassroots organization in Jackson. To date, a total of 62 households have received assistance from this program, and the waiting list for those still in need of temporary housing is 269. Assistance includes: short and longer-term hotel stays; food, clothing, and personal items; and, "next step options."

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

and families who were recently homeless from becoming homeless again

Homeless households are encouraged to obtain an assessment and linkage to available services to help resolve their housing crisis through CAA. Outreach staff is strategically placed in the community to ensure homeless or at-risk households are aware of community resources to prevent or end homelessness. The housing assessment program will continue to assess at-risk households to prevent homelessness by using available prevention resources, shelter diversion tactics, and linkage to mainstream resources to avoid loss of housing.

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

Preventing homelessness from occurring at all is the most effective means to avoid trauma to families and the creation of a larger crisis which might prevent a household from moving forward successfully. CAA receives funding from HUD to operate a rapid re-housing program, providing short-term assistance to persons at risk of becoming homeless. Coordinating with mainstream providers continues to support effective and efficient access to mainstream benefits by eligible participants.

On September 21, 2021, the City of Jackson was notified that it was eligible to receive \$1,137,398 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development upon approval of this Allocation Plan. The purpose of this supplemental funding is to provide homelessness assistance and supportive services through several eligible activities, which include: the production or preservation of affordable housing; tenant based rental assistance (TBRA); supportive services (including homeless prevention services and housing counseling); the purchase or development of non-congregate shelters; administration and planning; and Non-profit operating and capacity building assistance. To receive funding, the City must develop and submit to HUD an Allocation Plan, describing the distribution of HOME-ARP funds and identifying any preferences for eligible activities which primarily assist the HOME-ARP qualifying populations, including: homeless persons; persons at risk of becoming homeless; those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; other populations where assistance would prevent the family's homelessness or serve those with the greatest risk of housing instability; and, veterans and families that include a veteran family member that meet one of the preceding criteria. The City of Jackson will submit its HOME-ARP Allocation Plan to HUD for final approval in advance of the March 31, 2023 deadline, and has identified three target areas for funding: rental housing construction, rental housing rehabilitation, and supportive services.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Conversations with local housing providers reveal affordable housing in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Landlords unaware of the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices.
- Tenants who do not realize their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices.
- Exorbitant security deposits, non-refundable application fees, and unaffordable deposits for utilities.
- Inability to obtain utilities in tenant's name.
- Limited public transportation options.
- Poor credit history, especially for youth just out of college, persons facing unexpected life issues, or spoiled as part of a domestic violence situation.
- Rejection of service animals in the unit.
- Refusal to accept Housing Choice Vouchers or charging rents that don't qualify for fair market rent.
- People who are routinely discriminated against often don't notice or identify discrimination. If discrimination is suspected, the tenants are often more interested in finding housing to meet their immediate need rather than going through a lengthy appeal process.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Jackson does not intentionally create policies, codes, or rules that create barriers to affordable housing, but rather faces the same realities experienced by most municipalities – increasing construction costs, complexity of financing for larger projects, and an affordability gap between incomes and housing costs. Likewise, most policies, ordinances, and/or codes are established to maintain compliance with local, state, and federal guidelines or for health and safety reasons.

City staff will continue to participate with the CoC in developing strategies to remove or ameliorate barriers to affordable housing. The CoC has identified several strategies to implement, including, but not limited to, the following:

- Further the Landlord Advocacy and Education position currently funded for the short term.
- Work with landlords to determine what they would require to expand the number of units available to subsidy.
- Increase the number of landlords willing to rent to Housing Choice Voucher holders.
- Develop a multi-sector strategy to reduce issues involving utilities as a barrier to housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The projects and activities identified in this 2023-2024 Annual Action Plan coincides with the goals and priorities identified in the 2020-2024 Five-Year Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

City staff will continue to maintain its network of state and local public agencies and non-profit service providers. The use of CDBG or HOME funds to meet underserved needs will be subject to fluctuations in annual funding. Funds may or may not be allocated accordingly.

Actions planned to foster and maintain affordable housing

The City assists low-income homeowners with housing maintenance and emergency repairs through zero interest, low repayment loans. In addition, homebuyer activities involve the construction of new single family homes and the rehabilitation of 16 former LIHTC rental units being purchased by income qualified first-time homebuyers.

The City has partnered with the Jackson Housing Commission (JHC) to develop a Choice Neighborhoods Plan to address public needs. The City intends to fully support the planning process in the hopes of securing a future grant to fund actionable activities. The City also supports the JHC through a RAD conversion process currently underway.

The Jackson City Council also adopted an Affordable Housing ordinance in late 2021, adding Article IX - Affordable Housing Development Board to its Housing ordinance found at Chapter 14 of the City of Jackson Code of Ordinances. The purpose and intent of adding Article IX to Chapter 14 is to:

- 1) Promote the health, safety, and general welfare of the people of the City of Jackson through the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing;
- 2) Stimulate the production and preservation of owner-occupied and non-owner occupied housing available to low-income individuals or families; and
- 3) Optimize benefits available to low- and moderate-income residents by incentivizing affordable residential housing projects.

Actions planned to reduce lead-based paint hazards

Inspections of non-owner occupied housing units will continue to assess deteriorated paint and will be cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home will receive a combination lead paint inspection/risk assessment and, if hazards exist, will be treated according to the Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination. The State of Michigan's Department of Health and Human Services recently included Jackson as a target community to address lead hazards through their funding resources.

Actions planned to reduce the number of poverty-level families

The City of Jackson has neither the facilities nor resources to carry out programs directly targeted at reducing the number of households at or below the poverty level. However, through the use of CDBG and HOME funds, the City offers services and programs to make housing affordable to its low- to moderate-income homeowners:

- *Rehabilitation* – up to \$25,000 is available through five (5) year, zero-interest, deferred loans with a partial low repayment component. Eligible homeowners receive assistance to address emergency hazards or upgrade major components nearing the end of their life cycle before they become emergencies.
- *Homebuyer New Construction* – currently under development through the City's CHDO, the Greater Jackson Habitat for Humanity. Two (2) newly constructed single family homes have been sold to income qualified homebuyers, one (1) home will be sold in the coming months, and construction on a fourth home is anticipated to begin in the summer of 2023.

In addition, the City ensures tenants have decent, safe, and sanitary living conditions through its Housing Code Enforcement (HCE) program (not federally funded). The HCE program also improves neighborhood living conditions through enforcement of various blight ordinances, such as garbage, inoperable vehicles, noxious weeds and trees, and zoning violations.

Actions planned to develop institutional structure

City staff will continue active participation with the CoC and other collaborative meetings as may be necessary to remain aware of the community's health and emerging needs. Close monitoring of projects implemented by other City departments will ensure compliance with federal rules and regulations and the timely expenditure of CDBG funds. Technical assistance is available to agencies receiving grant funds to aid in conformance.

Actions planned to enhance coordination between public and private housing and social service agencies

Active participation through the Choice Neighborhoods Planning Grant process will strengthen the relationship between the City, the JHC, and various other community service providers. Members of the CoC, of which the City participates, represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

While similar in many ways, CDBG and HOME are governed under separate federal regulation with certain requirements specific to each grant. The information below addresses those specific requirements.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	70.00%

Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Forms of investment beyond those identified in 24 CFR 92.205 will not be utilized under this plan.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City of Jackson controls the resale of homebuyer property during the period of affordability using the recapture option as follows:

- 1) Should a homebuyer receiving a direct HOME subsidy in the amount of \$5,000 or less sell the property during the affordability period, repayment of the entire direct HOME subsidy will be triggered.
- 2) Should a homebuyer receiving a direct HOME subsidy in excess of \$5,000 sell the property during the affordability period, repayment of the direct HOME subsidy will be directly tied to the length of time the homebuyer has occupied the home in relation to the period of affordability.

If there are no net proceeds from the sale or the net proceeds are insufficient to repay the HOME subsidy due, the City will recapture the amount of the net proceeds, if any. Recaptured funds will be used for any HOME-eligible activity. The homeowner will receive a return on investment only if there are remaining net proceeds from the sale after payment of all outstanding mortgages, including the HOME mortgage and closing costs.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City's recapture/resale guidelines for acquired properties are the same as noted above under Paragraph 2.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Activities in this plan do not include refinancing of existing debt secured by multifamily housing rehabilitated with HOME funds.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9th, 2023
SUBJECT: Approve the sale of City owned property located at 404 Homewild Ave for \$8,000 .

Recommendation: Approve the sale of City owned property located at 404 Homewild Ave, to Everhomes Investments, LP for \$8,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

Attachments: Purchase agreement, cost calculation and Real Estate Net sheet.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: May 9th, 2023

RECOMMENDATION: Approve the sale of City owned property located at 404 Homewild Ave for \$8,000.

SUMMARY

The City of Jackson owns real property located at 404 Homewild Ave. The structure was originally identified for development of transitional housing. The City decided to end the development of transitional housing after remediation had taken place. The property was placed on the MLS by Real Estate Agent Rich Cook. On April 21, 2023 an offer of \$8,000 was submitted to purchase the property from Everhomes Investments,LP

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, tax chargeback, personnel, maintenance, remediation, open receivables and real estate cost/fees, \$35,386.77. Sale price \$8,000. Net loss \$(27,386.77). Estimated cost to demolish \$12,000

HISTORY, BACKGROUND and DISCUSSION

Property located at 404 Homewild Ave was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to rehabilitate the home for transitional housing. In an effort to make the structure free of lead the Building Division oversaw remediation and cleanup of the structure interior and exterior. ARPA funds were used to finance the project. After completion of the property development preparation the City ended the transitional housing project. 404 Homewild was then placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On April 21, 2023 Real Estate Agent Bruce Green of Coldwell Banker Town & Country Real Estate assisted the buyers Everhomes Investments, LP with submitting an offer to purchase 404 Homewild Ave from the City of Jackson for the amount of \$8,000. The sale of this property was previously authorized by Council to sell to a different buyer, however the offer was rescinded.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet.



REARDON REALTY

Property Address: 404 Homewild Avenue

Date: 04/24/2023

Seller Name(s): City Of Jackson

	Debit	Credit
Sale Price		<u>8000</u>
Brokerage Fee	<u>2000</u>	
Transfer Tax	<u>68.80</u>	
Tax Proration (Approximate)	<u> </u>	
Title Insurance	<u>425</u>	
Home Warranty	<u> </u>	
Well & Septic	<u> </u>	
Transaction Fee	<u> </u>	
Pest Inspection	<u> </u>	
Wire Fees	<u> </u>	
Doc. Preparation (Deed)	<u>50</u>	
Seller's Concession	<u> </u>	
<u>American title</u>	<u>150</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
Subtotal	<u>2693.8</u>	<u>8000</u>
Net Credit/Debit	<u>5306.2</u>	
Less Mortgage Balance	<u> </u>	
Total Net To Sellers	5306.2	

*These figures are estimates only, and subject to change.

Seller

Seller

404 HOMEWILD

PIN# 7-028400000

G/L: 101-571-000-818.571 (Expenses) \ Revenue Deposit - Rehab ARPA G/L



Closing pending

Sales Price \$	8,000.00
Est. ARPA Cost * \$	35,386.77
ARPA BALANCE \$	(27,386.77)

Contracts				Cost	Pd to Date	Remaining Balance
Mohawk	Clean-up Services (ARPA)	Pd 12.17.21	Inv#2112	\$ 2,000.00	\$ 2,000.00	\$ -
ETC	Environmental Serv. (ARPA)	Inv#93945	Pd 12.16.21 (Ck#181698)	\$ 550.00	\$ 550.00	\$ -
Red Cedar	Risk Assessment (ARPA)	Inv#3477	Pd 2.18.22	\$ 475.00	\$ 475.00	\$ -
Family First	Lead Abatement (ARPA)	Inv#22-0022	Pd 4.22.22 (Ck#187623)	\$ 24,625.00	\$ 24,625.00	\$ -
Patriot	Pest Control (ARPA)	N/A	No Charge	\$ -	\$ -	\$ -
Subtotal Contract Amount(s)				\$ 27,650.00	\$ 27,650.00	\$ -

Additional Project Cost				Cost	Pd to Date	Remaining Balance
Consumers - Acct				\$ -	\$ -	\$ -
Water > No Water Service since 7.13.2015						
	Meter Replace	N/A		\$ -	\$ -	\$ -
	Billing #1	N/A		\$ -	\$ -	\$ -
Procurement Card				\$ 31.00	\$ 31.00	\$ -
Contingency				\$ -	\$ -	\$ -
Miscellaneous / Mlive Rehab Ad (#10330986) - Lead Abatement (ARPA)				\$ 109.66	\$ 109.66	\$ -
City Employee(s) ARPA Hrs.						
		Hrly Rate **	# of Hrs.			
	Brian Taylor	\$ 67.52	40.00	\$ 2,700.80	\$ 2,700.80	\$ -
	Sven Harrison	\$ 50.40	32.00	\$ 1,612.80	\$ 1,612.80	\$ -
	Mark Fish	\$ 63.77	3.00	\$ -	\$ -	\$ -
	Kim Randell	\$ 50.05	3.00	\$ -	\$ -	\$ -
	Sindy Foster	\$ 41.65	1.00	\$ 41.65	\$ 41.65	\$ -
	Shannon Williams	\$ 47.96	2.00	\$ 95.92	\$ 95.92	\$ -
	Shane LaPorte	\$ 75.19	6.00	\$ 451.14	\$ 451.14	\$ -
County Tax Foreclosure / Chargeback Cost (Ward 5 - YR 2018) - N/A (Est. Chargeback of \$1,034.21 not included in cost - property purchased Prior to ARPA approval)				\$ -	\$ -	\$ -
Taxes				\$ -	\$ -	\$ -
Special Assessment				\$ -	\$ -	\$ -
Open Receivables				\$ -	\$ -	\$ -
Open Utility				\$ -	\$ -	\$ -
Open DPW Invoices/Misc Receivables				\$ -	\$ -	\$ -
Net Real Estate Fees				\$ 2,693.80	\$ -	\$ 2,693.80
Subtotal Additional Cost				\$ 7,736.77	\$ 5,042.97	\$ 2,693.80

	ARPA Cost ***	ARPA Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	\$ 35,386.77	\$ 32,692.97	\$ 2,693.80

- * Estimated Net Real Estate Fees
- ** Estimated Hrly Rate
- *** Project Cost Includes Remaining Balance Still Outstanding

Residential Full

404 Homewild Avenue, Jackson 49201-1551

MLS#: **55023009663**
 P Type: **Residential**
 Status: **Active**

Area: **12132 - Jackson**
 DOM: **N/16/16**

Short Sale: **Unknown**
 Trans Type: **Sale**
UNKNDS/UNKN

LP: **\$8,000**
 OLP: **\$8,000**



Location Information

County: **Jackson**
 City: **Jackson**
 Mailing City: **Jackson**
 Side of Str:
 School Dist: **Jackson**
 Location: **MLK Dr & Cooper**
 Directions: **Off Cooper St**

Parking

Garage: **No**
 Grg Sz:
 Grg Dim:
 Grg Feat:

Lot Information

Acreage: **0.05**
 Lot Dim: **60 x 33**
 Rd Front Ft: **33**

Square Footage

Sqft Source: **Public Records**
 Est Fin Abv Gr: **600**
 Est Fin Lower:
 Est Tot Lower: **600**
 Est Tot Fin: **600**
 Price/SqFt: **\$13.33**

Layout

Beds:
 Baths: **0.0**
 Rooms: **5**
 Arch Sty: **Ranch**
 Arch Lvl: **1 Story**
 Site Desc:

Contact Information

Name:
 Phone: **(517) 782-2996**

Waterfront Information

Wtrfrnt Name:
 Water Facilities:
 Water Features:
 Water Frt Feet:

General Information

Year Built: **1900**
 Year Remod:

Listing Information

Listing Date: **04/03/2023**
 Activation Date:
 Land DWP:
 Protect Period:
 Terms Offered: **Cash**

List Type/Level Of Service: **Unknown (Data Share Listing)/Unknown/Data Share Listings**
 Srvc Offered: **Unknown**
 Land Int Rate: **%**
 Restrictions:

Land Payment:
 Exclusions:
 MLS Source: **JACKSON**

Land Cntrt Term:
 Possession: **At Close**
 Originating MLS#: **23009663**



Features

Foundation: **Basement**
 Exterior: **Other**
 Heat & Fuel: **Other, No Heat**
 Water Source: **Public (Municipal)**

Fndtn Material:
 Cnstrct Feat:
 Cooling:
 Sewer: **Public Sewer (Sewer-Sanitary)**

Room Information

<u>Room</u>	<u>Level</u>	<u>Dimen</u>	<u>Flooring</u>	<u>Room</u>	<u>Level</u>	<u>Dimen</u>	<u>Flooring</u>
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Legal/Tax/Financial

Property ID: **7028400000**
 Tax Summer: **\$0**
 SEV: **\$0**
 Legal Desc: **E 33 Ft S 60 Ft Lot 8 Blk 7 An Ext of Village of Jacksonburgh on E Side of Grand River Known as Ford's Eastern Ext.**

Subdivision:
 Homestead:
 Existing Lease:
 Oth/Sp Asmnt:
 Home Warranty:

Agent/Office Information

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed and to participants of any data share partner MLS.

Sub Ag Comp: **Yes: 1000.00%**
 Buy Ag Comp: **Yes: 1000.00%**
 Trn Crd Comp:

Compensation Arrangements:
 List Office: **ERA REARDON REALTY, L.L.C.**
 List Agent: **RICH COOK**

List Office Ph: **(517) 782-2996**
 List Agent Ph: **(517) 474-7424**

Access: LB Description: LB Location:

Remarks

Public Remarks: **This is just a SHELL OF A HOME. No plumbing, electric, etc inside. All permits must be obtained and the home must be completed and bought up to code prior to any occupants moving in. Home is sold via quit claim deed. No split closings. Cash sale only. Great project in a nice area. Bids must be submitted and approved by city council prior to close. Sign hold harmless prior to showing.**

REALTOR® Remarks: **Pre title thru American Title / City owned - Taxes, SEV, Taxable will be reassesses when home is sold.; ShowingInstructions: Use showing time app**



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Business Banking Statement
March 31, 2023
page 1 of 2



34255 1 AB 0.507 AUTO 807672.4 T 206 00000 R EM T1



EVERHOMES INVESTMENTS LP
16192 COASTAL HWY
LEWES DE 19958-3608

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Enroll in Online Banking today at Key.com.
Access your available accounts, transfer funds and view your transactions right from your PC.

Key Business Reward Checking [Redacted]
EVERHOMES INVESTMENTS LP

Beginning balance 2-28-23	\$19,345.77
5 Subtractions	-2,022.76
Ending balance 3-31-23	\$17,323.01

Subtractions

Withdrawals	Date	Serial #	Location	
	3-2		Harvard Busines 302-645-7400 DE USA	\$284.00
	3-7		Direct Withdrawal, Consumers Energyenergybill	14.21
	3-7		Direct Withdrawal, Elite Commercialach	727.44
	3-20		Carpet Outlet P Adrian MI USA	992.00
	3-22		Citizens Gas Fu 5172652144 MI USA	5.11
Total subtractions				\$2,022.76



R07679 4-34265 1*

PURCHASE AGREEMENT

PURCHASER (Legal Name) Everhomes Investments, LP

PURCHASER (Legal Name)

PURCHASER(S) Current Address

SELLING OFFICE Coldwell Banker Town & Country Real Estate PHONE(810) 227-1111 OFFICE ID343083

SELLING AGENT Bruce G Green PHONE(248) 345-3187 LICENSE #381000

LISTING OFFICE ERA REARDON REALTY, L.L.C. PHONE(517) 782-2996 OFFICE ID554847430391

LISTING AGENT RICH COOK PHONE(517) 474-7424 LICENSE #

1. THE UNDERSIGNED hereby offers and agrees to purchase, subject to easements and restrictive covenants of record, the following property in the CITY VILLAGE TOWNSHIP of Jackson, County of Jackson, Michigan described as follows: E 33 Ft S 60 Ft Lot 8 Blk 7 An Ext of Village of Jacksonburgh on E Side of Grand River Known as Ford's Eastern Ext. also known as 404 Homewild Avenue Tax Code #7-028400000 together with all fixtures and appurtenances in or on the premises (unless specifically excluded herein) including, if any, lighting fixtures, shades, venetian blinds, drapery hardware, curtain rods, attached mirrors, ventilating fixtures, screens, storm doors and windows, garage door openers (including transmitter(s), water softener (rental units excluded), built in kitchen equipment, heating unit including wood stove, attached humidifier, mail box, awnings, all TV antenna including rotor equipment, landscaping, mineral rights, all available splits (if any), wall to wall carpet, as well as the following personal property for which a bill of sale shall be given.

Included:

Excluded:

And to pay therefore the sum of Eight Thousand Dollars DOLLARS (\$8,000.00).

2. THIS OFFER IS MADE SUBJECT TO FINANCING TERMS AND SATISFACTORY COMPLETION OF THE FOLLOWING CONDITIONS AS MARKED

(X) CASH SALE Delivery of the statutory Warranty Deed conveying a marketable title. Payment of purchase money to be made by cashier's check or money order.

() CASH SALE OR NEW MORTGAGE Delivery of a statutory warranty deed conveying a marketable title. This agreement is contingent upon the Purchase(s) being able to secure a mortgage in the amount of \$ for a term of years and pay \$ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser further agrees to apply for such mortgage within calendar days from acceptance of this offer at his/her own expense and shall comply with all requirements of said lending institution in a timely manner. Purchaser shall deliver to Seller a copy of a non-contingent commitment from the lending institution within calendar days from the date of acceptance of this offer. If a commitment from the lending institution is not obtained within the time limits set forth above, this offer may be declared void by either party and provided that the failure to obtain a commitment is due to no fault of Purchaser, the deposit shall be returned to Purchaser.

() SALE TO EXISTING MORTGAGE- MORTGAGE ASSUMPTION WITH RELEASE OF LIABILITY (See Attached Addendum)

() SALE TO EXISTING MORTGAGE- MORTGAGE ASSUMPTION WITHOUT RELEASE OF LIABILITY (See Attached Addendum)

() SALE ON LAND CONTRACT/PURCHASE MONEY MORTGAGE (See Attached Addendum)

() LAND CONTRACT ASSUMPTION (See Attached Addendum)

() CASH SALE WITH BRIDGE LOAN/INTERIM FINANCING (See Attached Addendum)

() CONTINGENCY ON SALE AND CLOSING OF PURCHASER'S PROPERTY (No Offer Pending) (See Attached Addendum)

() CONTINGENCY ON CLOSING OF SALE ON PURCHASER'S PROPERTY (Sale Pending) (See Attached Addendum)

() OTHER (See Attached Addendum)

3. EARNEST MONEY The Broker is hereby authorized to present this offer and the deposit of \$1,000.00 as indicated (CHECK #) or (OTHER) to be held by the Selling Broker under the rules promulgated under the Michigan Real Estate License Law.

BROKER'S ACKNOWLEDGMENT OF EARNEST MONEY DEPOSIT Received from the above named Purchaser the deposit money mentioned above which will be applied to the purchase price at closing or will be refunded if the foregoing offer and deposit are declined. If deposit is by check, it will be refunded to the Purchaser within 10 business days after deposit into Broker's account. Broker Coldwell Banker Town & Country Real Estate by

This is a cooperative sale with ERA REARDON REALTY, L.L.C. and commission will be paid to the Selling Broker as offered by Listing Broker in MLS # 55023009663. Selling Broker Commission 1000 %

4. POSSESSION to be given on or before 0 days after closing subject to the rights of tenants, if any. From the day after closing through the day of vacating the property as agreed, Seller shall pay as indicated 0 per day. The Listing Broker shall retain from the amount due Seller at closing the amount equal to 0 days of said occupancy charge, paying to Purchaser the amount due and returning to Seller the unused portion as determined by date property is vacated and keys surrendered to Listing Broker. The parties acknowledge that the Broker has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is acting only as an escrow agent for holding the occupancy deposit.

Purchasers Initials EI Sellers Initials

PURCHASE AGREEMENT

GENERAL CONDITIONS (CONTINUED FROM PAGE #1)

5. ADDITIONAL CONDITIONS (Mark if Applicable)

- Agency Disclosure Form attached
- Subject property abuts a private road which has not been accepted as a public road and is not required to be maintained by the County Road Commission or other public or municipal body.
- Listing Broker shall retain \$300.00 from the Seller at closing for water/sewer charges to date of occupancy. When the final bill is paid any unused portion will be returned to the Seller.
- (Association Dues _____) (Condominium Fees _____) (Other _____) shall be prorated and adjusted to date of closing.
- The closing of this sale shall take place as provided in the general conditions after removal of all financing contingencies, but in no event later than TBD.
- FHA or VA Financing Addendum required (See Addendum)
- Seller's Disclosure Form received
- Lead-Based Paint Disclosure Form Received
- Home Warranty (____ Excluded) (____ Included) (to be paid for by _____)
- Attorney package of the closing documents required at least 3 days prior to closing.
- Fuel in tank(s) (____ is included in the sale price) (____ is not included in the sale price and fuel shall be prorated at time of possession)
- This offer is Void if not accepted by _____
- This is a Back-up offer (See attached Addendum)
- Other Addendum(s) attached _____
- Electronic Signatures acceptable.
- Facsimile Signatures acceptable.
- Property must appraise for purchase price or purchaser has option to declare contract null and void and receive full refund of earnest money deposit.
- Purchaser has 9 days from date of purchaser's acceptance to review and accept Condo/HOA By-Laws and Master Deed.
- \$_____ Security deposit to be held in escrow by Listing Broker for damages or costs incurred by sellers occupancy. If no damages are incurred, Seller will receive full refund of security deposit.
- This will be a split closing with _____ representing the purchasers.

6. PROPERTY INSPECTION(S) Purchaser shall have the option for _____ calendar days after acceptance of this agreement to have the property inspected and tested by inspector(s) of the Purchaser's choice and at the Purchaser's expense. Purchaser (____ DOES) (DOES NOT) choose to have the Property inspected at Purchaser's expense. The inspection(s) and test(s) may include, but are not limited to, building structure, mechanical systems, environmental items, water, septic and pest. If Purchaser is not satisfied with the result of any inspection, Purchaser shall notify Seller, in writing within ____ days following inspections that Purchaser (a) declares this agreement null and void and the deposit shall be returned or (b) requests Seller to make specific repairs to remedy claimed defect(s). Failure to notify Seller of a defect within this time period shall constitute a waiver of this paragraph by Purchaser and he shall accept the property AS IS. If the Seller is timely notified of a defect, he shall notify Purchaser, in writing, within ____ days, that Seller (a) will make the requested repair(s) or (b) is unwilling to make the requested repair(s). If the Seller declares his unwillingness to make the requested repair(s), Purchaser may (a) accept the property AS IS or (b) declare this Agreement to be null and void and the deposit shall be returned to Purchaser.

Seller Agrees to mutually release the Purchase Agreement and return the Earnest Money Deposit to the Purchaser upon Unsatisfactory Inspection.

7. TITLE INSURANCE Seller shall provide Purchaser, at Seller's expense, an owner's policy of title insurance for an expanded or extended Policy of Title Insurance such as the Homeowner's, Eagle, Advantage or a policy of similar or equal coverage to give Buyer(s) additional protection and coverage in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for the performance of this offer. Seller will apply for a commitment for title insurance within 7 days after the date of this agreement. Upon receipt of the commitment, Purchaser shall have 7 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If the Seller is unable to remedy the defects within 30 days, this agreement shall terminate and the earnest money deposit shall be returned to Purchaser.

8. DEFAULT Purchaser agrees to close within 10 days after all contingencies are removed and title commitment has been issued, unless otherwise agreed in writing by all parties hereto. In the event of default by Purchaser, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as partial payment on the purchase price and pursue his or her legal or equitable remedies hereunder against Purchaser. Likewise, in the event of default by Seller, Purchaser may pursue his or her legal or equitable remedies against Seller.

9. CLOSING COSTS Unless otherwise provided in this agreement, it is agreed that Seller shall pay all State and County transfer taxes and costs required to convey clear title. Unless otherwise provided in this agreement, Purchaser shall pay the cost of recording the deed and/or security interest and all mortgage closing costs required by mortgagee. Purchaser to pay closing fee to the Title Insurance Company insuring the mortgage policy. Seller to pay closing fee to the Title Insurance Company insuring the Owner's Title Policy. Closing fee to be split between the Purchaser and Seller on a Cash or Seller financed transaction. Any transfer or status letter fees charged by the homeowners or condominium association shall be split equally between Purchaser and Seller.

10. PRORATED ITEMS Taxes will be prorated based on a 365 day year, as follows (Select applicable Tax proration):

- Taxes will be prorated as if paid in advance, based on the due date of the taxing authority. (commonly used in Washtenaw, Lenawee, Livingston, Wayne and Oakland Counties and parts of Monroe County)
- Taxes will be prorated as if paid in arrears, based on the calendar year of the taxing authority. (commonly used in Jackson and Ingham Counties and parts of Monroe County)
- No tax proration will be paid. Seller will pay the taxes which are due before the date of closing. Buyer will pay taxes which are due on or after the date of closing.

Assessments: Seller shall pay _____ Purchaser shall assume all assessments which are or become a lien on or before the date of closing. Rent (including deposits), insurance, if assigned, interest on any existing land contract and mortgage or other lien assumed and/or to be paid by the Purchaser, shall be adjusted to the date of closing of the sale.

Purchasers Initials


e54aa00

Sellers Initi

PURCHASE AGREEMENT
GENERAL CONDITIONS (CONTINUED FROM PAGE #2)

11. Listing Broker may retain from the amount due Seller(s) at closing, amounts required to cover any charges where applicable. When final charge, bill, or reading is received, the unused portion shall be returned to Seller. Seller agrees to pay for any prorated fees where applicable to the date vacating. Any deficiency in the amount withheld shall be paid by the Seller.

12. FEES OR CONSIDERATIONS Purchaser and Seller hereby acknowledge notice of the fact that the Broker may accept a fee or consideration with regard to the placement of an abstract, home warranty, loan, mortgage, life, fire, theft, title insurance or other casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law, Purchaser agrees to pay a compliance fee of \$495.00 at closing.

13. ENTIRE AGREEMENT This agreement supersedes any and all understandings and agreements, and both parties agree that neither party has relied on any representation of the Broker(s), his/her salesperson(s) or Broker's agents concerning the fitness and condition of the property. The Broker and his/her agents assume no responsibility for the condition of the property and for the performance of the contract, and hold harmless the real estate offices and agents for any adverse conditions. We further state that there are no oral agreements other than those stated in the offer. We acknowledge that Brokers are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers.

14. CONDITION Until possession is delivered, Seller agrees to keep the property in substantially the same condition as of the date of this agreement and agrees to maintain heating, well, septic, plumbing, electrical system and other equipment in normal working order, to keep the roof watertight and maintain the grounds. Seller further agrees to keep all utility services operating until property is delivered and, upon vacating the premises, to remove all debris and leave the property in "broom clean" condition. In the event the property herein has been winterized, it shall be the obligation and expense of the Seller to de-winterize the property prior to closing. The Purchaser has a right to a walk-through inspection of the premises within 72 hours prior to closing.

15. PARTIES BOUND The covenants herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties.

16. ASSESSMENTS: Are there any assessments on the property? YES NO

17. ADDITIONAL CONDITIONS:

TIME IS OF THE ESSENCE

THIS IS A LEGALLY BINDING CONTRACT AND ALL PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO HAVE AN ATTORNEY REVIEW THE TRANSACTION ON THEIR BEHALF. PURCHASERS HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO HAVE A CONTRACTOR(S) INSPECTION IF THERE ARE ANY QUESTIONS RELATING TO THE CONDITION OF THE PROPERTY.

WITNESS

X [Signature: Bruce Green] 04-21-2023

Dated 04-21-2023

PURCHASERS

X Everhomes Investments, LP [Signature: Everhomes Investments, LP]
Print Name (Legal Signature)

X
Print Name (Legal Signature)

ACCEPTANCE - TO THE ABOVE NAMED PURCHASER(S) AND BROKER: The forgoing offer is accepted and the undersigned agree to sell the described premises on the terms stated. The earnest money deposit first recited above and all other deposits paid to Selling Broker by Buyer, shall be considered and used as earnest money, and shall be held by the Selling Broker under the terms of this Agreement and according to regulation of the Michigan Department of Commerce. The undersigned agree that on consummation of the sale, or if the sale is not consummated by reason of the failure, inability or refusal of the undersigned to perform the conditions of this Agreement to pay Selling Broker and/or Listing Broker for services rendered, a total commission as set forth in the listing agreement or as herein set forth, for the sale of the property. If the deposit money is forfeited for non-performance by Purchaser(s), one half of such deposit, but not more than the amount specified (as commission) shall be paid to the Selling and or Listing Broker for such services rendered to be shared between them according to the terms of the listing agreement and the remainder paid to the Seller.

WITNESS

X

Dated

SELLERS

X CITY OF JACKSON
Print Name (Legal Signature)

X
Print Name (Legal Signature)

HOME ADDRESS:

PURCHASE AGREEMENT
GENERAL CONDITIONS (CONTINUED FROM PAGE #3)

THE UNDERSIGNED PURCHASER(S) HEREBY ACKNOWLEDGES RECEIPT OF THE SELLER'S SIGNED ACCEPTANCE OF THE FOREGOING PURCHASE AGREEMENT.

DATED: _____ X _____ X _____

COUNTER OFFER AND TIME LIMIT

Counter offer made by Seller(s) shall be valid until _____ at _____.

If said counter offer is not accepted and written notice is given to Listing Agent within said date and time, this offer will be null and void and all deposit moneys may be refunded.

Counter Offer made by Purchaser(s) shall be valid until _____ at _____. If said counter offer is not accepted and written notice given to Listing Agent within said date and time, this offer will be null and void and all deposit moneys may be refunded.

OFFER WAS REVIEWED BY SELLER(S) AND _____ **Accepted** _____ **Rejected** _____ **Countered**

DATED: _____ X _____ X _____

Disclaimer: This form is provided as a service of Coldwell Banker Town & Country Real Estate Agents. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Coldwell Banker Town & Country Real Estate is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.



Seller's Disclosure Statement

Property address: 404 Homewild Avenue, Jackson, MI 49201

MICHIGAN

Street

City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water softener/ conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes no

If yes, please explain: _____

2. **Insulation:** Describe if known: _____

Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no

3. **Roof:** Leaks? yes no

Approximate age if known: _____

4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____

Has the water been tested? yes no

If yes, date of last report/results: _____

5. **Septic tanks/drain fields:** Condition if known: _____

6. **Heating system:** Type/approximate age: _____

BUYERS INITIALS
SELLERS INITIALS

5fe3e1	

Property address: 404 Homewild Avenue, Jackson, MI 49201

MICHIGAN

Street

City, Village, or Township

7. Plumbing system: Type: copper galvanized other

Any known problems? _____

8. Electrical system: Any known problems? _____

9. History of infestation, if any: (termites, carpenter ants, etc.) _____

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

unknown yes no

If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property? unknown yes no

12. Mineral Rights: Do you own the mineral rights? unknown yes no

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? unknown yes no
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown yes no
5. Settling, flooding, drainage, structural, or grading problems? unknown yes no
6. Major damage to the property from fire, wind, floods, or landslides? unknown yes no
7. Any underground storage tanks? unknown yes no
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? unknown yes no
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no
10. Any outstanding municipal assessments or fees? unknown yes no
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: seller has no knowledge of the property

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since _____ (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Jonathan greene dotloop verified 03/23/23 3:05 PM EDT GVS8-P4EQ-AJJS-9S0Q
Seller

Date _____

Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer Everhomes Investments, LP 04-19-2023
Buyer 446eb79

Date _____

Time _____

Date _____

Time _____

Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of for warranties made in connection with the form.

RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Property Address 404 Homewild Avenue, Jackson, MI 49201

The disclosure requirements listed below are imposed on sellers of residential housing built **prior to 1978**.

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. A *Lead-Based Paint Seller's Disclosure Form* for providing such information is available from your REALTOR. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.
 - a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
 - i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
 - ii. The location of the lead-based paint and/or lead-based paint hazards; and
 - iii. The condition of the painted surfaces.
 - b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.
 - c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
 - d. The disclosure must include the following government-mandated *Lead Warning Statement*:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Sellers must provide purchasers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. Again, a copy of this pamphlet is available from your REALTOR.
3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before purchasers become obligated under the purchase agreement.

The undersigned hereby acknowledge that the REALTOR named below has reviewed the contents of the *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* with me and provided me with a copy.

Seller(s)

<i>Jonathan Greene</i>	dotloop verified 03/23/23 3:05 PM EDT MGA1-H6AR-FWTR-ZDC2

Date: 03/23/2023

REALTOR

<i>Richard Cook</i>	dotloop verified 03/06/23 7:31 PM EST LBN-GNDX-BLJC-YJS

Date: 03/06/2023

EI

34769ba

LEAD-BASED PAINT SELLER'S/LANDLORD'S DISCLOSURE FORM

Lead Warning Statement

Property Address: _____

404 Homewild Avenue, Jackson, MI 49201

Every purchaser/Tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's/Landlord's Disclosure (initial)



(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.



(b) Records and reports available to the seller/landlord (check one below):

Seller/Landlord has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller/Landlord certifies that to the best of his/her knowledge, the Seller's/Landlord's statements above are true and accurate.

Date: 03/23/2023 Jonathan Greene (seller/landlord)

Date: _____ (seller/landlord)

II. Agent's Acknowledgment (initial)

Agent has informed the seller/landlord of the seller's obligation under 42 U.X.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____ Agent: Richard Cook

III. Purchaser's/Tenant's Acknowledgment (initial)

BT (a) Purchaser/Tenant has received copies of all information listed above.

BT (b) Purchaser/Tenant has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

BT (c) Purchaser/Tenant has (check one below):
 Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser/Tenant certifies to the best of his/her knowledge, the Purchaser's/Tenant's statements above are true and accurate.

Date: _____ Purchaser(s)/Tenant(s) Everhomes Investments, LP 04-19-2023

-OR- Seller/Landlord represents and warrants that the listed property was built in 1978 or later, and that, therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)/Landlord(s)

Purchaser(s)/Tenant(s)

Date: _____
Seller(s)/Landlord(s)

Date: _____
Purchaser(s)/Tenants

Date: _____
Seller(s)/Landlord(s)

Date: _____
Purchaser(s)/Tenants

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.



Exclusive Buyer Agency Contract

Broker: Coldwell Banker Town & Country ("Broker")
Broker's Address: 822 E Grand River, Brighton, MI 48116
Client: Everhomes Investments, LP ("client")
Client's Address: _____

1. **PURPOSE** Client has employed the services of Broker to assist Client in purchasing real estate, as more particularly described in Paragraph 2. Broker's services shall include, but not be limited to, consulting with Client regarding the desirability of particular properties and the availability of financing; formulating acquisition strategies; and negotiating purchase agreements. Client acknowledges that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Client should contact professionals on these matters.
2. **PROPERTY** Client desires to purchase real property meeting the following criteria (type, price range, geographical location, etc):
404 Homewild Jackson, MI

_____ "Desired Property"
3. **EXCLUSIVE AGENT** Client agrees that during the term of this Agreement any and all inquiries and/or negotiations on behalf of Client relating to the acquisition of any Desired Property shall be through Broker.
4. **TERM/CANCELLATION** This Agreement is entered into this 19th day of April, 2023. This Agreement shall expire on June 30, 2023. This Agreement may be cancelled only by the mutual consent of the parties in writing.
5. **COMPENSATION OF BROKER** In consideration of the services to be performed by Broker, Client agrees to pay Broker as follows (check as applicable):
 - a. _____ Retainer Fee. Client will pay Broker a non-refundable Retainer Fee of \$ _____, due and payable upon execution of this Agreement. The Retainer Fee shall be applied against any commission paid to Broker.
 - b. _____ Hourly Fee. Client will pay Broker an Hourly Fee of \$ _____ for services performed under this Agreement due and payable upon receipt of invoice(s) from Broker. The Hourly Fee shall be applied against any commission paid to Broker.
 - c. Flat fee. In the event Client contracts to purchase the Desired Property, Client will pay Broker a Flat Fee equal to \$ 1,000.00. The Flat Fee is due and payable upon closing. The Flat Fee shall apply to any purchase agreements executed during the term of this Agreement, or during any extension of this Agreement. The Flat Fee will also apply to purchase agreements executed within 3 months after the expiration or other termination of this Agreement, if the property acquired was presented to Client through the services of Broker. If the seller fails to close with no fault on the part of Client, then the Flat Fee shall be waived. If the transaction does not close because of any fault on the part of the Client, the Flat Fee shall NOT be waived and shall become immediately due and payable.
 - d. _____ Commission. In the event Client contracts to purchase the Desired Property, Client will pay Broker a Commission equal to _____ % of the purchase price. The Commission is due and payable upon closing. The Commission shall apply to any purchase agreements executed during the term of this Agreement, or during any extension of the Agreement. The Commission will also apply to purchase agreements executed within _____ months after the expiration or other termination of this Agreement, if the property acquired was presented to Client through the services of Broker. If the seller fails to close with no fault on the part of Client, then the Commission shall be waived. If the transaction does not close because of any fault on the part of the Client, the Commission shall NOT be waived and shall become immediately due and payable.
6. Client will receive a credit against any amount owed pursuant to paragraph 5 above for any commission paid to Broker by a seller or cooperative broker.
7. **DISCLOSURE OF BROKER'S ROLE** At the time of any initial contact, Broker shall inform all prospective Sellers and their agents that Broker is acting on behalf of Client and shall be paid exclusively by Client. In the event Broker has previously worked with a seller of a particular piece of property as a subagent, Broker will preserve any confidential information obtained during that prior agency relationship and will not use such confidential information to the detriment of the seller. Client acknowledges and agrees that the preservation of this confidential shall not constitute a breach of any fiduciary duty owed by Broker to Client.
8. **CONFLICT OF INTEREST (PURCHASERS)** Client acknowledges that Broker may represent the other clients desirous of purchasing property similar to the Desired Property. Client acknowledges and agrees that Broker may show more than one client the same property, and may prepare offers on the same property for more than one client. Broker shall preserve any confidential information disclosed by any buyer-client and shall not disclose the existence of, or the terms of, any offer prepared on behalf of one client to another client. In the event Broker works for two competing buyer-clients in connection with any specific property, Broker will be working equally for both buyer-clients and without the full range of fiduciary duties owed by a buyer's agent to a buyer. In this situation, the competing buyer-clients are giving up their rights to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality.

Client(s) Initials EI

cd26469

Exclusive Buyer Agency Contract
(Page 2 of 2)

9. **CONFLICT OF INTEREST (SELLERS)** In the event Client elects to make a bona fide offer on real property listed by Broker (check as applicable):
- a. This Agreement shall automatically terminate only with regard to that real property (but shall continue as to all other real property) and Broker shall continue the agency relationship with the owner of the real property listed by Broker. Any fees previously paid to Broker by Client pursuant to this Agreement shall be returned to Client at closing where the agency relationship was terminated pursuant to this paragraph.
 - b. _____ Broker shall act as disclosed dual agent of both Client and the owner of the real property listed by Broker pursuant to a written agreement in the form attached hereto between Broker, Client and the owner of the real property listed. In such event, Broker shall be entitled to any fees owned by Client pursuant to this Agreement.
 - c. _____ Broker shall act as a transaction coordinator to facilitate the transaction, and not as an agent for either the Client or the owner of the real property listed by the Broker. In such event, Broker shall be entitled to any fees owed by Client pursuant to this Agreement.
10. **COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES** Broker will not obtain or order products or services from outside sources (e.g. surveys, soil tests, title reports, inspections) without the prior consent of Client. Client agrees to pay for all costs for products or services so obtained.
11. **INDEMNIFICATION OF BROKER** Client agrees to indemnify Broker and to hold Broker harmless on account of any and all costs or damage arising out of this agency contract, provided Broker is not at fault, including, but not limited to, attorneys' fees reasonably incurred by Broker.
12. **NON-DISCRIMINATION** It is agreed by Broker and Client, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height or weight by said parties in respect to the purchase of the Desired Property is prohibited.
13. **CONDITION OF PROPERTY** Client is not relying on Broker to determine the suitability of any Desired Property for the Client's purposes or regarding the environmental or other condition of the Desired Property.
14. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
15. **OTHER**
16. **RECEIPT** Client has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

BROKER NAME:

Bruce G Green _____

CLIENT(S) NAMES(S):

Everhomes Investments, LP _____

Accepted By (signature):

 _____
aecc4f8

Accepted By (signature):

 _____
89aac48

Date: _____ 04-19-2023 _____

Date: _____ 04-19-2023 _____

DISCLAIMER Please review both the form and details of the particular transaction to ensure that it is appropriate for the transaction. Coldwell Banker Town & Country Real Estate is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- Seller's agent
- Seller's agent – limited service agreement
- Buyer's agent
- Buyer's agent – limited service agreement
- Dual agent
- Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Bruce Green
9ef7dec
Licensee Selling Agent Bruce G Green
Licensee

04-19-2023
Date
Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER BUYER.

Everhomes Investments, LP
fde874b
Potential Buyer/Seller (circle one) Everhomes Investments, LP
Potential Buyer/Seller (circle one)

04-19-2023
Date
Date

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RELEASE AND AGREEMENT TO HOLD HARMLESS

Everhomes Investments, LP
WHEREAS, _____
("Releasor") has indicated their desire to enter the real estate located at _____
404 Homewild Avenue, Jackson, MI 49201 _____ (the "Property").

In consideration for being allowed access to the property Releasor agrees to exercise all reasonable caution and care to:

- (A) protect and preserve the real estate and improvements from any damage or loss and
- (B) to protect themselves and everyone else with whom they access the property from damage, loss, or injury.

Releasor, with the intention of binding Releasor, Releasor's heirs, executors, administrators and assigns, release, forever discharges and holds harmless Seller/ERA Reardon Realty its officers, employees, agents, successors and assigns of any and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgements, executions, claims and demands whatsoever in law Releasor or in equity, against Seller/ERA Reardon Realty its officers, employees, agents, successors and assigns which ever had, now has, or may have, for, on, or by reason of matter, cause, or thing whatsoever arising from accessing the property and any and all activities performed within it.

I/We, the undersigned, have read this release and understand all its terms. I/We execute it voluntarily and with full knowledge of its significance.

Releasor (Print Name)

Releasor (Print Name)

Everhomes Investments, LP 04-19-2023
e07c1b59
Releasor Signature Date

Releasor Signature Date

Agent Signature Date

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Approve the sale of City owned property located at 1034 Williams Street for \$7,000 .

Recommendation: Approve the sale of City owned property located at 1034 Williams Street to Dandrielle Williams for \$7,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

Attachments: Purchase agreement, cost calculation and Real Estate Net sheet.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: May 9, 2023

RECOMMENDATION: Approve the sale of City owned property located at 1034 Williams Street, for \$7,000.

SUMMARY

The City of Jackson owns real property located at 1034 Williams Street. This property was placed on the MLS by Real Estate Agent Rich Cook. On April 19, 2023 an offer of \$7,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before May 8th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees \$13,542.08 Sale price \$7,000. Revenue generated \$(6542.08) upon sale the property will be placed back on the tax roll. Estimated cost to demolish \$20,000.

HISTORY, BACKGROUND and DISCUSSION

Property located at 1034 Williams Street was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Community Development Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On April 19, 2023 Richard Cook received an offer to purchase 1034 Williams Street from the Buyer's Agent Phillip Buckner of Re/Max Real estate Pro Dewitt in the amount of \$7,000. Should Council agree to accept the bid amount, the closing is set on or before May 8, 2023. Buyer is Dandrielle Williams.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet.



REARDON REALTY

Property Address: 1034 Williams Street

Date: 04/24/2023

Seller Name(s): City of Jackson

	Debit	Credit
Sale Price		<u>7000</u>
Brokerage Fee	<u>2000</u>	
Transfer Tax	<u>60.2</u>	
Tax Proration (Approximate)	<u> </u>	
Title Insurance	<u>425</u>	
Home Warranty	<u> </u>	
Well & Septic	<u> </u>	
Transaction Fee	<u> </u>	
Pest Inspection	<u> </u>	
Wire Fees	<u> </u>	
Doc. Preparation (Deed)	<u>50</u>	
Seller's Concession	<u> </u>	
American title	<u>150</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
Subtotal	<u>2685.2</u>	<u>7000</u>
Net Credit/Debit	<u>4314.8</u>	
Less Mortgage Balance	<u> </u>	
Total Net To Sellers	4314.8	

*These figures are estimates only, and subject to change.

Seller

Seller

1034 WILLIAMS ST.

PIN# 4-06800000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)

Record Card Image For: 4-06800000 Date: 3/31/2021



Closing Date Pending

Sales Price \$	7,000.00
Est. Project Cost * \$	13,542.08
Net Sale \$	(6,542.08)

Contracts				Cost	Pd to Date	Remaining Balance
Johnny's Tree Services						
	Tree/Brush Clean-up			\$ -	\$ -	\$ -
Mohawk	Clean-up Services	Inv # 2134	Pd 4.21.23	\$ 2,500.00	\$ 2,500.00	\$ -
Grab-Bar Pro	Board-up	Inv#JAX-2022-4672-1034	Pd 3.2022	\$ 197.00	\$ 197.00	\$ -
Subtotal	Contract Amount(s)			\$ 2,697.00	\$ 2,697.00	\$ -

Additional Project Cost				Cost	Pd to Date	Remaining Balance
Consumers - Acct				\$ -	\$ -	\$ -
	N/A					
Water >						
	Meter Replace	N/A		\$ -	\$ -	\$ -
	Billing #1	N/A		\$ -	\$ -	\$ -
Procurement Card	Hammon Hardward	Entry Lock (anticipated)		\$ 15.00	\$ 15.00	\$ -
Contingency				\$ 500.00	\$ -	\$ 500.00
Miscellaneous				\$ -	\$ -	\$ -
City Employee(s) Hrs.						
	Hrly Rate **	# of Hrs.				
	Brian Taylor	\$ 74.00	3.00	\$ 222.00	\$ 222.00	\$ -
	Sven Harrison	\$ 53.98	2.00	\$ 107.96	\$ 107.96	\$ -
	Mark Fish	\$ 67.75	N/A	\$ -	\$ -	\$ -
	Kim Randell	\$ 50.05	N/A	\$ -	\$ -	\$ -
	Sindy Foster	\$ 43.15	0.50	\$ 21.58	\$ 21.58	\$ -
	Shannon Williams	\$ 56.29	1.00	\$ 56.29	\$ 56.29	\$ -
	Shane LaPorte	\$ 82.30	1.00	\$ 82.30	\$ 82.30	\$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2018) Estimated				\$ 5,137.60	\$ 5,137.60	\$ -
Taxes	Summer / Winter	Pd 2018		\$ 322.14	\$ 322.14	\$ -
Special Assessment		N/a		\$ -	\$ -	\$ -
Open Receivables - Currently with JSG	Multiple	Verified in Building.net 3.3.23		\$ 1,695.01	\$ -	\$ 1,695.01
Open Utility	\$0.00 balance	Verified in Building.net 3.3.23		\$ -	\$ -	\$ -
Open DPW Invoices/Misc Receivables	\$0.00 balance	Verified in Building.net 3.3.23		\$ -	\$ -	\$ -
Net Real Estate Fees		Net Sheet		\$ 2,685.20	\$ -	\$ 2,685.20
Subtotal	Additional Cost			\$ 10,845.08	\$ 5,964.87	\$ 4,880.21

	Cost	Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	\$ 13,542.08	\$ 8,661.87	\$ 4,880.21



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Offer Date: April 19, 2023

Selling Office: RE/MAX Real Estate Pros Dewitt Selling Broker #: 965

Selling Broker License #: 6505349585

Selling REALTOR®: Phillip Buckner License #: 6501434546

Selling REALTOR®'s Email Address: phillipbucknerhomes@gmail.com

Selling REALTOR®'s Phone: (517) 213-8199 facsimile: (517) 669-8414

Listing Office: ERA REARDON REALTY, L.L.C Listing Broker #: _____

Listing Broker License #: _____

Listing REALTOR®: RICH COOK License #: _____

Listing REALTOR®'s Email Address: cook087@msn.com

Listing REALTOR®'s Phone: 517-474-7424 facsimile: _____

BUYER offers to purchase from SELLER the following:

1. **PROPERTY** situated in the City of Jackson Twp. of Jackson City
 County of Jackson Michigan,
 located at: 1034 Williams St 49203
 and legally described as:
Lot 73 Assessor's South Plat

MLS #(s) 23006459 Permanent Parcel #(s): 4-068000000

Subject to any existing building and use restrictions, zoning ordinances, and easements, if any. The Property includes all buildings; GAS, OIL, AND MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum; mirrors; complete lighting and fan fixtures; window treatment hardware/rods; window shades, curtains, and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment; water heater, water softener (unless rented), water pump and pressure tank; sump pump; satellite dish and controls; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace doors and screens; built-in appliances; mail box; all plantings; underground sprinkling system, water pumps and timers; fences; awnings; basketball hoop; outdoor play equipment; fuel (unless metered) and fuel tanks (unless rented).

EXCEPTIONS OR ADDITIONS:
none

2. **PRICE:** The purchase price will be \$ 7,000.00.
 (Seven Thousand Dollars)

3. **A. This offer**

is NOT Contingent upon the Sale or Close of another property

IS contingent upon the Sale and Close of _____

IS contingent upon the Close of _____

BUYER'S initials DW / Date 04/19/2023 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



1034 Williams St

Jackson

MI 49203

Property Address

B. OTHER PROVISIONS:

The signed private version of the MLS sheet and the GLAR closing agreement are integral parts of the purchase agreement.

Per MLS sheet #23006459, title to be conveyed via quit claim deed.

4. METHOD OF PAYMENT: ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK TRANSFER. The purchase will be completed by the following method:

CASH. The full purchase price upon delivery of a warranty deed

NEW MORTGAGE. The full purchase price upon delivery of a warranty deed. This Agreement is contingent on BUYER'S ability to obtain a _____ year mortgage in the amount of \$ _____ or _____ % of the sale price

BUYER will formally apply for loan within _____ business days after SELLER'S acceptance of this Agreement.

BUYER has formally applied for a mortgage loan and is conditionally preapproved.

If BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before _____ SELLER may cancel this Agreement. Sale will be completed upon delivery of a warranty deed.

LAND CONTRACT (BUYER and SELLER to sign a Greater Lansing Association of REALTORS® Land Contract current version, or other form specified here: _____). BUYER will pay a \$ _____ down payment and monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ %, beginning _____ days after Closing; and in addition:

1/12 of SELLER'S estimate of annual real estate taxes and insurance will be paid by BUYER each month by: _____ add back _____ escrow;

OR

Real estate taxes and insurance will be paid by BUYER.

BUYER will pay the entire balance within _____ years after Closing.

MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT. Provided that mortgage or land contract is assumable by BUYER:

Delivery of Warranty deed subject to BUYER'S Formal Informal Assumption of existing mortgage

OR

Assignment of SELLER'S interest in land contract.

BUYER to pay the difference of approximately \$ _____ between purchase price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ _____ including interest at _____ % yearly, which is _____ fixed _____ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

5. SELLER CONCESSIONS:

SELLER agrees to pay up to _____ % of the purchase price or up to \$ _____ dollars at the closing to be used toward any of the following: BUYER'S closing costs, discount points, home warranty, or any other costs that conform with lender guidelines.

No SELLER Concessions requested.

BUYER'S initials DW / Date 04/19/2023 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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6. **PRORATED ITEMS:** Rents, association fees, insurance (if assigned) as well as interest on any existing land contract, mortgage, water and sewer bills or other lien assumed or to be paid by the BUYER, will be prorated to the date of Closing.

None

ADDITIONAL ITEMS:

7. **ASSESSMENTS:** (Defined as one-time unique charge from Tax Authority with an end balance) All special assessments for the property which have become a lien on the property on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be

paid by BUYER.

paid in full by SELLER at closing;

EXCEPTIONS: **None**

*Special Assessments are not items like street lights, Fire Department, or items that may be ongoing with no end balance .

8. **PROPERTY TAXES WILL BE TREATED AS IF THEY COVER THE CALENDAR YEAR** in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES first billed in the year of Closing will be prorated using the tax bill amounts less any assessments included in the tax bills so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

9. **A. INSPECTIONS**

This offer is contingent upon satisfactory inspection(s) of the property, including but not limited to:

plumbing heating electrical structural pest radon other _____ ,

at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has _____ business days after this Agreement is fully executed to obtain the inspections (the "Inspection Period"). Upon expiration of the Inspection Period, BUYER shall have three (3) business days to remove all Inspection contingencies; request a price reduction; request that SELLER make certain repairs; or cancel the Purchase Agreement (with BUYER's earnest money deposit to be returned in full). If BUYER does not request a price reduction or repairs during the three (3) business day period, the Purchase Agreement is fully enforceable as originally agreed. If during the three (3) business day period BUYER does request a price reduction or repairs by SELLER, SELLER shall have three (3) business days to accept or reject BUYER's request for a price reduction or repairs. Failure of SELLER to respond within the three (3) business days is a rejection of BUYER's request. If SELLER accepts Buyer's request, the Purchase Agreement will be automatically modified accordingly, and the parties will be bound. If SELLER does not accept BUYER's request, BUYER will have 24 hours after the expiration of the three-day period to terminate the Purchase Agreement with BUYER's earnest money deposit to be returned to BUYER in full.

BUYER acknowledges that it has been recommended that a licensed contractor(s) and/or inspector(s) of BUYER'S choice be retained to inspect the property. Contrary to Broker's recommendation, BUYER DOES NOT DESIRE TO OBTAIN AN INSPECTION OF THE PROPERTY.

BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, A WRITTEN AMENDMENT TO THIS AGREEMENT OR ANY WRITTEN DISCLOSURE STATEMENT.

If BUYER fails to obtain any inspection(s) or fails to notify SELLER's agent, in writing, within the time frame specified that BUYER is dissatisfied with any inspection(s), and/or research and discovery of information pertinent to the property, this Agreement shall be binding without regard to said inspection(s).

B. WELL AND SEPTIC:

This property requires mandatory Well and Septic Inspections. BUYER and SELLER acknowledge that SELLER is required to perform, and pay for a Point of Sale Mandatory Well and Septic inspections on the above-named property.

This property does not require mandatory Well and Septic Inspections.

BUYER'S initials DW / Date 04/19/2023 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



1034 Williams St

Jackson

MI 49203

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WELL AND SEPTIC Continued:

This Offer: IS contingent on a satisfactory Well and Septic Inspection at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within _____ business days after this Agreement is fully executed.

is NOT contingent on a satisfactory Well and Septic Inspection

C. LEAD PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):

BUYER acknowledges that prior to signing this Agreement, BUYER has received the HUD/EPA pamphlet *Protect Your Family From Lead in Your Home* and has received a copy of the *Lead-based Paint SELLERs Disclosure Form* completed by the SELLER on _____, the terms of which shall be part of this Agreement.

BUYER also agrees (check one below):

BUYER shall have _____ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If BUYER is not satisfied with the results of this inspection, upon notice from BUYER to SELLER within this period, this Agreement shall terminate and any deposit shall be refunded to BUYER.

BUYER hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

10. CLOSING COSTS:

A. BUYER WILL PAY FOR transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, title company closing fees, all inspections; rezoning; soil borings; franchise agreements; use permits; drain and /or other easements; rights-of-way; and stake or mortgage report survey (if a survey is required for title insurance, or is requirement by BUYER'S Lender, it will be at the BUYER'S expense).

EXCEPTIONS: None

B. SELLER shall provide, at SELLER's expense, to the BUYER an Owner's Policy of Title Insurance.

- With standard exceptions
- Without standard exceptions
- Enhanced/Extended Coverage

in the amount of the sale price; all costs required to convey clear title; title company closing fees if closing in cash, land contract, VA, or seller funded purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.

EXCEPTIONS/ADDITIONS: see item 3b.

BUYER retains the right to select the provider of mortgage title insurance. If different title agencies are issuing the owners and mortgage title policies SELLER agrees to pay any and all fees to the agency issuing the owners policy except for the actual cost of recording the deed. BUYER agrees to pay any and all fees to title agency issuing the mortgage policy.

11. PROPERTY INSURANCE: SELLER shall be responsible for fire and extended coverage insurance on the property until sale is closed.

12. CLOSING: Sale will be closed on **OR** before May 8, 2023 unless amended by written addendum to this Agreement. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Agreement if title defects have not been remedied.

13. POSSESSION: SELLER will give possession as follows:

Immediately at closing

BUYER'S initials DW / Date 04/19/2023 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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POSSESSION continued:

SELLER to occupy the property; it will be vacated no later than _____ days after Closing. At Closing, SELLER will pay BUYER the total sum of \$ _____ based upon \$ _____ per day, as occupancy charge for the period from the Closing date through the agreed surrender date. Charges for unused days will be reimbursed to SELLER upon vacating. SELLER is responsible for utilities and any repairs of damage caused to the property by SELLER after Closing and before vacating. If tenants occupy the property, then:

- SELLER will cause the tenants to vacate the property before closing.
- BUYER will take the property subject to the rights of the tenants.

SELLER is responsible for removal of all rubbish, personal items, trash/debris, and property shall be broom swept/cleaned.

14. SELLER'S DISCLOSURE:

BUYER acknowledges that a SELLER's Disclosure Statement has been provided to BUYER.

SELLER shall provide BUYER with a SELLER's Disclosure Statement with SELLER's acceptance of this offer. Pursuant to the SELLER Disclosure Act, MCL 559.951, et seq., BUYER will have 72 hours after delivery of the disclosure statement to terminate this Agreement by delivery of a written notice to SELLER or SELLER's agent.

15. RELEASE: BUYER and SELLER acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and BUYER and SELLER release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters.

16. PROPERTY CONDITION: BUYER has personally inspected the property and has reviewed the information contained in any written disclosure statement provided by SELLER and BUYER agrees to accept the property "AS IS" in its present condition. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE OTHER THAN EXPRESS REPRESENTATIONS IN THIS AGREEMENT, ANY ADDENDUM(S) OR STATEMENTS CONTAINED IN ANY WRITTEN DISCLOSURE STATEMENT. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® LINESIDE IS DEEMED ACCURATE BUT IS NOT GUARANTEED OR WARRANTED.

17. FINAL WALK-THROUGH: Buyer reserves right to walk through property within 48 hours prior to closing to confirm all terms of this Agreement have been met.

18. PROFESSIONAL ADVICE: Broker advises BUYER to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction.

BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreement form and to determine that the terms of this Agreement have been met.

Documents of transaction to be reviewed by:

Attorney Name: _____ **To be named if necessary** _____ Telephone # _____
Address: _____ Fax # _____

OR

BUYER acknowledges that, contrary to recommendation, BUYER DOES NOT DESIRE TO RETAIN AN ATTORNEY.

19. SQUARE FOOTAGE: Parties agree any square footage stated in the MLS are estimates only and should not be relied upon, but should be verified by the parties.

20. HOME PROTECTION PLAN: BUYER and SELLER have been informed that home protections plans may be available aSuch plans may provide additional protection and benefit to the parties.

BUYER'S initials DW / _____ Date 04/19/2023 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



1034 Williams St

Jackson

MI 49203

Property Address

21. **EARNEST MONEY DEPOSIT:** BUYER'S DEPOSIT: \$ 500.00 showing BUYER'S good faith will be deposited in escrow or trust account of Diversified National Title (BROKER/TITLECOMPANY) under current regulations of the State of Michigan. This deposit will be applied as part of the purchase price. If this offer is not accepted, or title is not marketable, or insurable, or if the terms of purchase are contingent upon BUYER'S ability to obtain a new mortgage, or if sale is on land contract subject to its sale, or if there are any other contingencies in this Agreement which cannot be met, this deposit is to be refunded.

If BUYER or SELLER defaults, the other party may enforce this Agreement or may cancel it, and pursue his/her legal and/or equitable remedies. If the sale is not consummated, any release of the BUYER'S deposit will require an agreement signed by all parties to release the deposit. If no mutual agreement can be negotiated, the person holding the deposit may, upon 30 days written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction after deducting out-of-pocket costs and legal fees. Delivery to court will release the Brokers and the person holding the deposit from further liability concerning the deposit.

22. **LIMITATION:** BUYER and SELLER agree that any and all claims or lawsuits which they may have against the Listing Broker and its Agents and/or Selling Broker and its Agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. BUYER and SELLER waive any statute of limitations to the contrary.

23. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Agreement shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Home seller's/Homebuyer's Dispute Resolution System. If the parties cannot reach a binding agreement in Mediation, they have the right to use other legal remedies. BUYER acknowledges receipt of the brochure briefly describing the Mediation System.

24. **TIME IS OF THE ESSENCE.** Time is of the essence in this transaction. Failure to enforce a time deadline in one or more instances shall not constitute a waiver of that time deadline or other deadlines in the future.

25. **ASSIGNMENT:** BUYER will not assign this Agreement without the consent of SELLER.

26. **AGENCY DISCLOSURE:** THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED *THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS*.

THE SELLING BROKER/SALESPERSON IS ACTING AS (check one):

AGENT OF THE SELLER

BUYER'S AGENT DUAL AGENT (with written, informed consent of both BUYER and SELLER)

OTHER: _____

27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication regarding this Agreement may be delivered to the SELLER in care of the Listing REALTOR® and the BUYER in care of the Selling REALTOR® using electronic mail or facsimile using the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. SELLER represents and warrants that an electronic email address has been provided to Listing REALTOR® from which SELLER may receive electronic mail. BUYER represents and warrants that an electronic email address has been provided to Selling REALTOR® from which BUYER may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

28. **ENTIRE AGREEMENT:** This written Agreement and any written addenda to it contain the entire agreement of the parties with respect to the sale of the property and supersede all negotiations, understandings or offers. No oral representations or statements will be binding, and this Agreement may be modified or amended only in writing and signed by the BUYER and SELLER. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

29. **A. BUYER'S SIGNATURE:**

DATE: 04/19/2023

Dandrielle Williams X _____
BUYER (Signature) BUYER (Signature)

Dandrielle Williams X _____
Print Name Print Name

BUYER'S initials DW / Date 04/19/2023 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



1034 Williams St

Jackson

MI 49203

Property Address

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

Received from above named BUYER earnest money deposit in the amount of \$ 500.00

in the form of Personal Check # _____ Other _____

Received By _____
(REALTOR®)

BUYER'S Address: 900 S. Higby Jackson MI 49203

B. SELLER'S ACKNOWLEDGEMENT: SELLER'S SIGNATURE ACKNOWLEDGES RECEIPT OF PAGES 1 THROUGH 8

DATE: _____

SELLER (Signature) X _____
SELLER (Signature)

Print Name X _____
Print Name

30. SELLER'S RESPONSE: The offer is

- ACCEPTED AS WRITTEN
- REJECTED
- AMENDED AS FOLLOWS:

31. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

32. MULTIPLE OFFERS: BUYER'S ACCEPTANCE OF ANY COUNTER OFFER MADE BY SELLER WILL BE BINDING ON THE SELLER ONLY WHEN AND IF THE SELLER SIGNS BELOW ACCEPTING AND ACKNOWLEDGING RECEIPT BY SELLER OF THE BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER. *IF SELLER RECEIVES MULTIPLE OFFERS OR MULTIPLE ACCEPTANCES OF COUNTER OFFERS PRIOR TO THE WRITTEN ACCEPTANCE AND ACKNOWLEDGEMENT BY SELLER OF AN ACCEPTED COUNTER OFFER, SELLER WILL BE ENTITLED TO CHOOSE CONCLUSIVELY THE TRANSACTION BY WHICH SELLER WILL BE BOUND.*

33. SELLER LIABILITY: SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT WILL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

34. SELLER'S SIGNATURE:

DATE: _____, _____ a.m. p.m.

SELLER (Signature) X _____
SELLER (Signature)

Print Name X _____
Print Name

BUYER'S initials DW / _____ Date 04/19/2023 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT

1034 Williams St Jackson MI 49203

Property Address

SELLER'S Address: _____

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: RICH COOK REALTOR'S® TELEPHONE: 517-474-7424

SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

35. BUYER'S RECEIPT/RESPONSE:

If accepted by SELLER as written

Receipt is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

Accepts SELLER'S counter offer. All other terms and conditions remain unchanged. BUYER acknowledges there will be a binding agreement between parties only when the SELLER signs paragraph 36 below.

REJECTS.

DATE: _____, _____ a.m. p.m.

BUYER (Signature) **Dandrielle Williams** X BUYER (Signature)

BUYER'S Address: 900 S. Higby Jackson MI 49203

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: Phillip Buckner REALTOR'S® TELEPHONE: (517) 213-8199

36. SELLER'S RECEIPT: SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.

DATE: _____, _____ a.m. p.m.

SELLER (Signature) X SELLER (Signature)

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or warranties made in connection with the form. ©Copyright Greater Lansing Association of REALTORS® (Rev. 3/89, 1/90, 11/90, 1/93, 2/94, 2/95, 2/96, 7/97, 10/97, 2/99, 5/00, 9/01, 2/03, 9/05, 11/06, 9/11, 10/12, 7/13, 1/14, 8/14, 10/15, 12/16, 9/17, 1/18, 12/21)



Seller's Disclosure Statement

Property address: 1034 Williams Street, Jackson, MI 49203

Street

City, Village, or Township

MICHIGAN

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water softener/ conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary):

[Empty box for explanations]

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace:** Has there been evidence of water? yes no
If yes, please explain: _____
- Insulation:** Describe if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no
- Roof:** Leaks? yes no
Approximate age if known: _____
- Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? yes no
If yes, date of last report/results: _____
- Septic tanks/drain fields:** Condition if known: _____
- Heating system:** Type/approximate age: _____

BUYERS INITIALS
SELLERS INITIALS

DW
JH

04/19/23

Street City, Village, or Township

7. Plumbing system: Type: copper galvanized other

Any known problems? _____

8. Electrical system: Any known problems? _____

9. History of infestation, if any: (termites, carpenter ants, etc.) _____

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

unknown yes no

If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property? unknown yes no

12. Mineral Rights: Do you own the mineral rights? unknown yes no

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no
- 2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no
- 3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? unknown yes no
- 4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown yes no
- 5. Settling, flooding, drainage, structural, or grading problems? unknown yes no
- 6. Major damage to the property from fire, wind, floods, or landslides? unknown yes no
- 7. Any underground storage tanks? unknown yes no
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? unknown yes no
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no
- 10. Any outstanding municipal assessments or fees? unknown yes no
- 11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Seller has no knowledge of property

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since _____ (date).


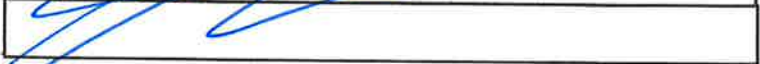
The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,72 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller 
Seller 

Date 3/3/23
Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer Dandrielle Williams
Buyer _____

Date 04/19/23 Time _____
Date _____ Time _____

Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of for warranties made in connection with the form.

RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Property Address 1034 Williams Street, Jackson, MI 49203

The disclosure requirements listed below are imposed on sellers of residential housing built **prior to 1978**.

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. *A Lead-Based Paint Seller's Disclosure Form* for providing such information is available from your REALTOR. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.
 - a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
 - i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
 - ii. The location of the lead-based paint and/or lead-based paint hazards; and
 - iii. The condition of the painted surfaces.
 - b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.
 - c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
 - d. The disclosure must include the following government-mandated *Lead Warning Statement*:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Sellers must provide purchasers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. Again, a copy of this pamphlet is available from your REALTOR.
3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before purchasers become obligated under the purchase agreement.

The undersigned hereby acknowledge that the REALTOR named below has reviewed the contents of the *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* with me and provided me with a copy.

Seller(s)

Date:

3/9/23

REALTOR

Richard Cook

dotloop verified
02/12/23 10:58 AM EST
ZYCP-FHOM-0MMN-26H1

Date:

LEAD-BASED PAINT SELLER'S/LANDLORD'S DISCLOSURE FORM

Lead Warning Statement

Property Address:

1034 Williams Street, Jackson, MI 49203

Every purchaser/Tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's/Landlord's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller/landlord (check one below):

Seller/Landlord has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):


Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller/Landlord certifies that to the best of his/her knowledge, the Seller's/Landlord's statements above are true and accurate.

Date: _____  seller/landlord)

Date: _____  seller/landlord)

II. Agent's Acknowledgment (initial)

 Agent has informed the seller/landlord of the seller's obligation under 42 U.X.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____ Agent: Richard Cook

dotloop verified
02/12/23 10:58 AM EST
VQE1-QJQE-WNSU-YPEM

III. Purchaser's/Tenant's Acknowledgment (initial)

(a) Purchaser/Tenant has received copies of all information listed above.


(b) Purchaser/Tenant has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

(c) Purchaser/Tenant has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser/Tenant certifies to the best of his/her knowledge, the Purchaser's/Tenant's statements above are true and accurate.

Date: 04/19/23 Purchaser(s)/Tenant(s)  _____

-OR- Seller/Landlord represents and warrants that the listed property was built in 1978 or later, and that, therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)/Landlord(s)

Purchaser(s)/Tenant(s)

Date: _____
Seller(s)/Landlord(s)

Date: _____
Purchaser(s)/Tenants

Date: _____
Seller(s)/Landlord(s)

Date: _____
Purchaser(s)/Tenants

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in co connection with this form.



List Number: 23006459 **Property Sub-Type:** Single Family Residence **Status:** Active
Area: Jackson County - JX **New Construction:** No **List Price:** \$12,000
Municipality: Jackson City **Sub-Area:** JX10 - Jackson County **List Price/SqFt:** \$11.01
Lot Dimensions: 110 x 49 **County:** Jackson **Lot Acres:** 0.13
Waterfront: No **Possession:** Close of Escrow **Lot Square Footage:** 5,663
Water Access Y/N: **Tax ID #:** 4-068000000
Water Frontage: **Road Frontage:** 49
 # of Outbuildings:

Directions: South of Rockwell
Cross Streets: S of Rockwell

	Upper	Main	Lower	Bsmt	Total
Bedrooms	3	0	0	0	3
Full Baths	1	0	0	0	1
Half Baths	0	0	0	0	0
Fin/Level	533	557	0	0	1,090 (Finished All Levels)
Total Sqft			0	557	1,090 (Sqft Above Grade)

ROOMS/DIMENSIONS/LEVELS

Design: Traditional **Year Built:** 1900
Stories: 2 **Water:** Public
Manufactured Y/N: No **Sewer:** Public

Primary Bdrm on Main: No **Laundry on Main:** No **# of Rms Above Grade:** 10

Legal: Lot 73 Assessor's South Plat **SEV:** 0 **For Tax Year:** 2022
Taxable Value: 0 **Tax Year:** 2022 **Homestead %:** 0
Annual Property Tax: 0 **Zoning:** Residential **Special Assmt/Type:** none
School District: Jackson

Terms Available: Cash **Sale Conditions:** None **Heat Type:** Other
Exterior Material: Other **Outbuildings:** **Heat Source:** Natural Gas
Substructure: Full **Access Feat:** Accessibility Features: No

Year Certified:

Public Remarks: The home needs significant repair, but would be a great investment. Cash sale only, no inspections after acceptance. Sold via quit claim deed. Home must be repaired to code prior to occupancy. Owner must purchase all permits to repair home through the city of Jackson. Must sign hold harmless prior to viewing the property. Offers must be submitted by Friday March 31st by Noon!

Information is deemed to be reliable, but is not guaranteed. © 2023 MLS and FBS. Prepared by Phillip Buckner on Wednesday, April 19, 2023 5:52 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

AuthentisIGN
Dandrielle Williams

04/19/23

Acceptance/Invoice

Contract Number: _____



To obtain a contract number call: **1.800.648.5006**

America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201

Fax: 1.888.479.2652 | aphwoffice@aphw.com | aphw.com

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006.

NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.

- Please be sure to fill in all applicable areas of information. -

Seller(s) Name(s)

Property Address Number & Street
1034 Williams St

City Jackson State MI County Jackson Zip 49203

Phone Number(s)

Seller(s) E-mail(s)

Buyer(s) Name(s) Dandrielle Williams

Phone Number(s)

Buyer(s) E-mail(s)

Real Estate Office

RE/MAX Real Estate Professionals DeWitt

Address
12775 Escanaba Dr, Ste. 1

City DeWitt State Michigan Zip 48820

Phone Number 517-669-8118 Fax Number 517-669-8414

Real Estate Agent Agent's E-mail

Closing Date Listing date

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES (7-11).

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS REAL ESTATE HOME WARRANTY AGREEMENT, INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X _____ Date _____
X _____ Date _____

Buyer(s) Signature(s) X _____ Date _____
X _____ Date _____

WAIVER

Applicant has reviewed the Real Estate Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Real Estate Home Warranty Agreement.

Seller(s) Signature(s) X _____ Date _____

Buyer(s) Signature(s) X Dandrielle Williams Date 04/19/23

2 of 12 - REMAXBPA499A

HOUSING TYPE (Please Check One)

- Single/Family
- Duplex (2 warranties)
- Fourplex (4 warranties)
- Manufactured Home Year Manufactured: _____
- Foreclosed/Repossessed Home**
- Condo/Townhouse
- Triplex (3 warranties)
- New Home Construction

**See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- Buyer's Premier Coverage Plan - One Year** .. \$695
25 Standard Coverage Items + 12 Buyer Preferred Upgrade Items + \$50 Deductible

Single Family Plans

- One Year: \$100 Deductible.....\$499
- One Year: \$50 Deductible.....\$535
- Two Years: \$100 Deductible.....\$950

Condo/Townhouse Plans

- One Year: \$75 Deductible.....\$475
- Two Years: \$75 Deductible.....\$899

New Construction Plan for Buyers

- Three Years: \$75 Deductible.....\$600
Coverage begins 366 days after closing and continues for three years.

Multi-Family Unit Plans (\$75 Deductible)

- One Year: Duplex (2 warranty agreements)\$950
- One Year: Triplex (3 warranty agreements)\$1,250
- One Year: Fourplex (4 warranty agreements)....\$1,599

BUYER COVERAGE OPTIONS (Check All That Apply)

- Buyer Preferred Upgrade** ... \$160 x ___ yrs. = \$ 0
Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.
- Additional Refrigerators \$50 x ___ yrs. = \$ 0
- Gas Fireplace \$50 x ___ yrs. = \$ 0
- Inground Pool/Spa \$185 x ___ yrs. = \$ 0
- Premium/
Salt Water Pool/Spa \$345 x ___ yrs. = \$ 0
- Sprinkler System..... \$50 x ___ yrs. = \$ 0
- Termite Control..... \$50 x ___ yrs. = \$ 0
- Water Softener..... \$85 x ___ yrs. = \$ 0

SELLER'S COVERAGE

- Seller Preferred Upgrade** \$100

HOME ENTERTAINMENT & TECHNOLOGY PLAN

- \$75 Deductible.....\$199 x ___ yrs. = \$ 0

Plan Cost(s) \$ 0.00
 Option Cost(s)..... \$ 0.00
Total \$ 0.00

**PLEASE REMIT PAYMENT TO:
AMERICA'S PREFERRED HOME WARRANTY
PO BOX 772150 | DETROIT, MI 48277-2150**

SUBMIT

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 9, 2023
SUBJECT: Resolution to amend the CDBG budget for fiscal year 2022/2023 for General/Rehabilitation activities.

Recommendation:

Approve the resolution to amend the CDBG budgets for fiscal years 2021/2022 and 2022/2023 to budget excess program income received in fiscal year 2021/2022 to the fiscal year 2022/2023 General and Rehabilitation Administration Activities.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council to reallocate excess program income received in fiscal year 2021/2022 to fiscal year 2022/2023 for General/Rehabilitation Administration Activities.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: May 9, 2023

RECOMMENDATION: Approve the resolution to amend the CDBG budgets for fiscal years 2021/2022 and 2022/2023 to budget excess program income received in fiscal year 2021/2022 to the fiscal year 2022/2023 General and Rehabilitation Administration Activities.

SUMMARY

Approve the resolution to amend the Community Development Block Grant (CDBG) budget for fiscal years 2021/2022 and 2022/2023 to budget excess program income received in fiscal year 2021/2022 to the fiscal year 2022/2023 General and Rehabilitation Administration Activities.

BUDGETARY CONSIDERATIONS

Request to reallocate \$48,761 of excess program income received in fiscal year 2022/2023 and increase the budgets in fiscal year 2022/2023 for General and Rehabilitation Administration duties as follows:

Activity	Amount
General Administration	\$ 10,000
Rehabilitation Administration	<u>\$ 38,761</u>
Total to Reallocate:	\$ 48,761

Staff has identified excess program income received in fiscal year 2021/2022 from Deferred Loan Repayments to support this request.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program.

General Administration

The General Administration overall program expenses include salaries, wages, and related cost necessary in monitoring, evaluating, and management of the HUD grant program.

In November 2022 a replacement staff member was added to assume the administration duties of the City's Grant Coordinator vacated position. The new employee onboarding expenses created unexpected budgetary constraints and has the potential to tax the projected budget.

Rehabilitation Administration

The Rehabilitation Administration expenses are related to the delivery costs associated with carrying out the housing rehabilitation activities, including staff, other direct cost, and service costs.

During the 2022/2023 Fiscal Year, we absorbed an unanticipated cost related to the rehabilitation software program upgrades. This was a necessary cost to manage all housing rehabilitation applicants, loan processing accounts, construction activities and accomplishments, and to maintain accurate financial records under one platform. These additional funds are necessary to insure all direct and indirect cost related to this software program are available for our loan commitments under the rehabilitation program.

As a precaution, additional funds are requested to maintain and cover any reserves necessary for the remaining fiscal year and to support administration expenses for fiscal year 2023/24 prior to receiving HUD Line of Credit.

CDBG has excess budgeted program income of \$48,761 from fiscal year 2021/22 which will be used to support the request for additional funds.

POSITIONS

Requested action is for City Council to approve the resolution to amend the CDBG budgets for fiscal years 2021/2022 and 2022/2023 to cover the remaining 2022/2023 General/Rehabilitation Administration expenses and support ongoing expenses prior to receiving the fiscal year 2023/2024 HUD Line of Credit.

ATTACHMENTS

- Resolution

City of Jackson, Michigan
Resolution to Amend the Fiscal Years
2021/2022 (Year 47), and 2022/2023 (Year 48) CDBG Budgets

WHEREAS, the U.S. Department of Housing and Urban Development approved the Community Development Block Grant (CDBG) activities for fiscal year 2021/2022 (Year 47) and 2022/2023 (Year 48); and

WHEREAS, in Year 47, receipts from program income exceeded budgeted revenue; and

WHEREAS, the City Council desires to appropriate the excess program income from Year 47 to be made available for use in Year 48 for General and Rehabilitation Administration Expenses.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby amends the subject budgets as follows:

CDBG Fund

REVENUE:		Increase	Decrease
286-000-047-691.003	Deferred Loans	\$ 48,761	\$ -
		\$ 48,761	\$ -
EXPENDITURES:			
286-737-048-701.000	General Administration	\$ 10,000	\$ -
286-748-048-701.000	Rehab Administration	\$ 38,761	\$ -
		\$ 48,761	\$ -

* * * * *

STATE OF MICHIGAN }
 } ss.
 County 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 9th day of May, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 10th day of May, 2023.

By: _____
Andrea Muray City Clerk

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 9, 2023

SUBJECT: Award the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project contract to Wilcox Lawn and Landscaping Inc. of Clarklake, Michigan in the amount of \$120,953.90.

Recommendation:

Award the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract to Wilcox Lawn and Landscaping of Clarklake, Michigan in the amount of \$120,953.90.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project.

We recommend approval of the contract to Wilcox Lawn and Landscaping Inc. and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: May 9, 2022

RECOMMENDATION: Award the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract to Wilcox Lawn and Landscaping Inc. of Clarklake, Michigan in the amount of \$120,953.90.

SUMMARY

Award the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract to Wilcox Lawn and Landscaping Inc. of Clarklake, Michigan in the amount of \$120,953.90.

BUDGETARY CONSIDERATIONS

Funding for this project is broken down into the following areas;

- Capital Improvement Funds \$120,953.90

HISTORY, BACKGROUND and DISCUSSION

The Miniature Golf Course at Ella Sharp Park was originally built in 1991. This much loved facility has been a historic revenue generator for Ella Sharp Park. We have done small upgrades with landscaping, turf and paint to the facility. We are now at the point of some major upgrades from the building, bathrooms, new parking lot, fencing, stairs, bridges, shelter and landscaping. Last year we upgraded the green carpet and currently working on the pond upgrades with the department's staff. The element that makes the miniature golf course what it is are our river and waterfalls that have been out of commission for a while.

DISCUSSION OF THE ISSUE

The City of Jackson Parks and Recreation Department strives to upgrade and focus on our revenue generated areas. This project was part of our 2022/2023 City Budget. The current fountain and rivers are not working and have aged. We met several companies with a company from Traverse City and Wilcox Lawn and Leisure Inc. willing to offer help.

Wilcox Lawn and Landscaping Inc.	Clarklake, Michigan	\$120,953.90
Adventure Golf & Sports	Traverse City, Michigan	\$270,000.00

POSITIONS

Requested action is for Council is to award Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract to Wilcox Lawn and Landscaping Inc. of Clarklake, Michigan in the amount of \$120,953.90.



Wilcox Lawn & Landscaping
3027 Blue Ridge Rd
Clarklake, MI 49234
Phone: (517) 529-4550
Fax: (517) 529-4563
jeff@wilcoxlawncandlandscaping.com

Wednesday, March 29, 2023
Estimate# L21-1600

Ella Sharp Mini Golf
Attn: Eric Terrain
2800 4th St
Jackson, MI 49203

Waterfall and Stream

Please review the Landscape proposal based upon the submitted design. Should there be a question about this proposal, please feel free to call or email me to discuss.

Thank you,

Jeff Slat

Water Feature

We will install the new water feature at the Ella Sharp Mini Golf Course per the discussion with the representative. The city will be in charge of the removal and disposal of the existing fall areas, we will advise during the removal portion. The new water feature will be constructed out of natural stone for the falls and stream going back to the existing pond. We will need to expose the discharge pipe at the fall basin to be able to inspect the area for any leaking or cracks in the pipe that may be causing the current leak. We have not figured on doing any repairs to the main line in this proposal, if there are issues discovered after the excavation, we will address those in an addendum to the project. The proposal was put together under the assumption that the pump and pipe is all in working order. We have planned the feature out with the water flow of 2,500 GPM from the existing pump. After the excavation of the area, we will sculpt the riverbeds and catch basin areas. The underlayment and liner will be installed then the construction of the walls for the falls and stream beads will be laid in place on top of the liner. The infill stone will be laid inside the stream bed to provide the natural look of the river. There is a foam that will

need to be installed to help direct the water into the stream area and not behind the side walls of the river. The areas will be backfilled and finished off minus any seeding. The final touch on the seeding will be left to the city to complete. During the construction portion we will need to address the side of the pond area along the south side of the pond to build the area back up with boulders. There will be more of a waterfall going into the pond from the streams than what currently has. We cannot guarantee that there will not be leaks from the stream areas due to people. The liner is a 45 mil liner which is a heavier liner to help prevent the holes from forming. There is a two-year guarantee on the workmanship of the construction of the water feature.

Materials

Qty	Name	Description	Unit	Total
5	45 mil EPDM Liner		\$2,190.00	\$10,950.00
2	45 mil EPDM Liner		\$2,800.00	\$5,600.00
3	Seam Tape DS		\$144.00	\$432.00
2	Seam Tape SS		\$400.00	\$800.00
3	Pond Seam Primer		\$185.00	\$555.00
20	Pond Seam Cleaner		\$14.50	\$290.00
15	Firestone Lap Sealant		\$24.00	\$360.00
3	Pond Underlayment		\$820.00	\$2,460.00
25 Tons	Rustic Canyon Wallstone		\$260.00	\$6,500.00
10	Rustic Canyon Thin Wallstone		\$320.00	\$3,200.00
40 Tons	Boulders by the Ton		\$150.00	\$6,000.00
60	Black Waterfall Foam		\$27.99	\$1,679.40
15 Yds.	2"-8" Landscape Stone		\$82.00	\$1,230.00
15 Yds.	1"-3" Landscape Stone		\$65.00	\$975.00
1	Miscellaneous Fittings		\$397.50	\$397.50
	Bobcat E45			\$3,450.00
	CAT Skidsteer			\$2,875.00
	Labor & Fixed Cost			\$73,200.00

Water Feature Total: \$120,953.90

Grand Total: \$120,953.90

Sales Person: _____ Date: _____
 Jeff Slat

I/we Eric Terrain agree to the following contract.

Client Signature: _____ Date: _____

This proposal is valid until Friday, March 24, 2023.

Payment Schedule

Due upon contract signing 10.00% \$12,095.39
Draws TBD

Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Wilcox, Inc or its sub-contractors will call "Miss Dig" before all work starts. Wilcox, Inc or its sub-contractors are not responsible for all utilities not located by "Miss Dig". These utilities include but are not limited to gas grill lines, propane lines, undergrounds or site lighting, drain tiles, pool lines, security systems, satellite cable TV, septic system lines, underground electric fencing or any other unmarked items underground, natural or man-made. Wilcox, Inc or its sub-contractors are not responsible for damage caused to utilities due to improper marking of utilities by "Miss Dig". Owner assumes all responsibility for damage and payment for the repair of the above mentioned underground utilities, natural or man-made.

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather, or other delays beyond our control. Property owner to carry fire, tornado, and any other necessary insurance required for the property. Our workers are fully covered by Workmen's Compensation Insurance. If after acceptance of the contract and prior to any work commencing. The owner of the property cancels the contract for any reason the owner of the property is responsible for a payment of 10% of the contract or costs incurred, whichever is greater. Any and all deposits made to Wilcox Inc. will be non-refundable.

ABOUT OUR WARRANTY Congratulations on your new landscape! Wilcox Lawn & Landscape would like to help insure that your plants remain healthy and beautiful for as long as you own them. In order to do that, we'd like to make the following recommendations: Water your plants every day for the first week after they have been planted. The amount of water needed will depend on the time of year and the current weather conditions but generally speaking, plants need one to one and a half inches of water per week to thrive. This usually means soaking the ground directly around each plant (a minute or two) until all plants have been watered, then starting with the last plant watered, go back through the landscape one more time. During the second week, you'll want to water them every other day unless temperatures exceed 90 degrees. Then every day will be necessary. In the third week, three times a week should be fine using the same one to two minute process on each plant (twice). In the weeks to follow, the plants should be watered twice a week (excluding seasonal flowers and turf) but during those days when the temperatures are above 90 degrees, watering can only HELP your landscape. In the event that one or more of your plants are showing signs of stress (leaves turning colors or dropping, leaves or limbs drooping or anything you see on the plant that wasn't there before - CALL US! These symptoms do not automatically mean you need to water more or less. We would be happy to come out to your house and inspect your entire landscape and let you know exactly what needs to be done BEFORE the plant dies.

With your cooperation, your plants should live a long and healthy life! However, in the event that "all else fails" Wilcox Lawn & Landscape offers the following warranty; Plants installed are warranted for a period of 1 year from the date of installation, subject to the following terms and conditions. This warranty does not include seeding, sod or subgrade settlement issues. Seasonal Flowers (perennial and annual) are not included in this warranty coverage. Plants covered by this limited warranty that die within the warranty period will be replaced with a like variety equal to the original installed size – on a one time basis - provided that the account is paid in full under the terms of the agreement. Replacement will be done at the appropriate time when weather conditions are favorable. This warranty shall not cover death caused by vandalism or acts of nature which shall include but are not limited to occurrences such as high winds, droughts, floods, ice, and snow.

Kelli Hoover

From: Heather Simpson <heather@adventureandfun.com>
Sent: Wednesday, April 26, 2023 1:07 PM
To: Kelli Hoover
Subject: RE: Quick / review water feature

\$260,000 - \$270,000 (a slight increase in price from last year)

The upper waterfalls and streams would be redesigned to interact and enhance the course. The pond would be reshaped, and water level would be adjusted to better complement the area. All new plumbing and pumps would be installed along with a display fountain in the pond. Included: expertise, labor, travel, equipment, and water feature materials to reinstall the water system. The city is planning on removing the old system, supplying the boulders and gravel for the project, this is not included in the estimated cost.

Heather Simpson | Account Executive

Adventure Golf & Sports (AGS)

formerly Adventure Golf Services

Main Office: 1742 Barlow | Traverse City, MI 49686

Office Locations: Traverse City, MI | Chicago, IL | Venice, FL

Office: 231.922.8166 Ext 1021 | Cell: 231-944-6279

heather@adventureandfun.com

www.agsgolfandsports.com



From: Kelli Hoover <khoover@cityofjackson.org>
Sent: Wednesday, October 5, 2022 4:32 PM
To: Heather Simpson <heather@adventureandfun.com>
Subject: RE: Quick / review water feature

What are the cost if we remove everything at its only instillation

From: Heather Simpson <heather@adventureandfun.com>
Sent: Wednesday, October 5, 2022 11:51 AM
To: Kelli Hoover <khoover@cityofjackson.org>
Subject: Quick / review water feature

A site visit a few weeks ago to review the condition of the Jack parks mini golf water feature. It an old system that has leaks throughout the concrete waterfalls and streams. The pond is liner based and the liner has lost its flexibility. The water system has an old large external pump located in a pump house along the edge of the pond and should be upgraded with a more efficient unit. After discussing the course with park employees and how important the water is the course and its customers. We suggest the water system be totally removed and replaced with a natural rock liner-based system.

The upper waterfalls and streams would be redesigned to interact and enhance the course. The pond would be reshaped, and water level would be adjusted to better complement the area. All new plumbing and pumps would be

installed along with a display fountain in the pond. The estimated cost to completely upgrade the water feature would be between \$238,000.00 and \$244,000 does not include state tax if applicable.

AGS would supply expertise, labor, travel, equipment, and water feature materials to reinstall the water system. The city is planning on removing the old system, supplying the boulders and gravel for the project, this is not included in the estimated cost.

Current water feature has an upper 6' x 90' pooling area that feeds the two main waterfalls and streams. Stream one is 3'-4' wide x 245' long with 3 crossings, Stream two 3'-4' x 190' with 3 crossings. The pond is around 55' x 100' x 8' deep. The pipe run is around 150'.

When I return from my tradeshow – I can put this in a proposal if you like/think you will want to move forward with replacing the water feature.

Heather Simpson | Account Executive

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