



## **AGENDA- CITY COUNCIL - Oct 24 2023 MEETING**

Tuesday, October 24, 2023

6:30 PM

Page

**1. CALL TO ORDER.**

**2. PLEDGE OF ALLEGIANCE.**

Invocation will be given by 2nd Ward Councilmember Freddie Dancy.

**3. ROLL CALL.**

**4. ADOPTION OF AGENDA.**

**5. PRESENTATIONS/PROCLAMATIONS.**

**6. PUBLIC HEARINGS.**

6.1 Meterless Parking - Hearing of Necessity

*Conduct a public hearing to determine the necessity of the continuation of the meterless parking system for the fiscal year 2023/24.*

Open the public hearing of necessity for the 2023/24 Meterless Parking System

Close the public hearing

Approve the resolution determining the necessity of the continuation of the meterless parking system and establishing a hearing of confirmation to be held at the November 14, 2023 City Council Meeting

7 - 11

[Meterless parking necessity agenda item.pdf](#) 

**7. CITIZEN COMMENTS.**



(3-Minute Limit)

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


(Accept and Place on File)

## 9. CONSENT CALENDAR

### Consent Action





- 9.1 Minutes of the October 10, 2023 Regular Meeting of the Jackson City Council 12 - 17  
[CCMIN 10.10.23.pdf](#)   
*Approve the minutes of the October 10, 2023 Regular Meeting of the Jackson City Council*
- 9.2 Special Event Application: Jackson County Veteran’s Council Veteran’s Day Ceremony 18 - 23  
[SEA--Veteran's Day Celebration.pdf](#)   
*Approve a request from the Jackson County Veteran’s Council to host their Veteran’s Day Ceremony on November 11, 2023, in Withington Park.*

## 10. OTHER BUSINESS.

- 10.1 Ordinance No. 2023-12 24 - 26  
[ORDINANCE NO 2023-12 agenda packet.pdf](#)   
*Approve the second reading/final adoption of Ordinance No. 2023-12 an ordinance amending Note 9 of Section 27-76.01(B)(1), Article III, Chapter 27, Part II of the Jackson City Code of Ordinances.*
- 10.2 Recommendation from ad hoc committee tasked with appointed official review format.
- 10.3 5th Ward appointment process

## 11. NEW BUSINESS.

- 11.1 OpenGov Budgeting & Planning Software Agreement 27 - 85  
[Budgeting & Planning Software Request.pdf](#)   
*Approval of the software services agreement with OpenGov, Inc., for Budgeting & Planning software services, implementation, and training in the amount of \$217,164 for a three-year agreement as outlined in the agreement, with the one-time implementation and first-year prorated subscription costs to be funded using the American Rescue Plan Act revenue replacement funds, and authorize the Finance Director and City Manager to execute the appropriate documents.*

- 11.2 Sale of City owned properties located at 514 W. Ganson and 518 W. Ganson to Fresh Start Real Estate Services 86 - 98  
[Fresh Start W. Ganson.pdf](#)   
*Approve the sale of City owned property located at 514 W. Ganson and 518 W. Ganson to Fresh Start Real Estate Services, LLC for the purpose of building two new, single family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.*
- 11.3 Sale of City owned property located at Fourth & Sulgrave to the Paragon Building Company 99 - 111  
[Paragon Fourth and Sulgrave.pdf](#)   
*Approve the sale of City owned property located at Fourth & Sulgrave (parcel no. 3-323300000) to Paragon Building Company LLC for the purpose of building a new, single-family home. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.*
- 11.4 Change Order 3 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc. 112 - 115  
[Engineering Change Order 3 2023 HMA Pavement Patching Contract.pdf](#)   
*Approve Change Order 3 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$25,670.32 for the repair of sidewalks surrounding the newly installed streetlights on Wildwood Avenue between Edward Street and Lydia Street, and authorize the City Manager and City Engineer to execute the appropriate document.*
- 11.5 Change Order 4 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc. 116 - 119  
[Engineering Change Order 4 2023 HMA Pavement Patching Contract.pdf](#)   
*Approve Change Order 4 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$105,934.38 for repaving of Parking Lot 21 located on the east side of Blackstone Street between Michigan Avenue and Pearl Street, and authorize the City Manager and City Engineer to execute the appropriate document.*
- 11.6 Change to the Standard Lighting Contract for streetlights with 120 - 127

Consumers Energy for installation of one new streetlight at 257 W. High Street

[Engineering Consumers Streetlight Contract 257 W High.pdf](#)



*Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 257 W. High Street and authorize the Mayor and City Clerk to execute the appropriate documents.*

- 11.7 Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 1502 Plymouth Street 128 - 139  
[Engineering Consumers Streetlight Contract 1502 Plymouth.pdf](#)   
*Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1502 Plymouth Street and authorize the Mayor and City Clerk to execute the appropriate documents.*
- 11.8 Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 1136 Walker Street 140 - 147  
[Engineering Consumers Streetlight Contract 1136 Walker.pdf](#)   
*Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1136 Walker Street and authorize the Mayor and City Clerk to execute the appropriate documents.*
- 11.9 Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 1007 Cypress Drive 148 - 155  
[Engineering Consumers Streetlight Contract 1007 Cypress.pdf](#)   
*Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1007 Cypress Drive and authorize the Mayor and City Clerk to execute the appropriate documents.*
- 11.10 Resolution for approval of a contract with the Michigan Department of Transportation for traffic signal replacement work on Cooper Street. 156 - 167

[Engineering MDOT Contract Cooper St Traffic Signals.pdf](#) 

*Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal replacement work on Cooper Street, and authorize the Mayor and City Clerk to execute the appropriate documents.*

- 11.11 Change Order No. 4 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. 168 - 195

[CWSRF-Allied Contract Change Order #4.pdf](#) 

*Approve Change Order No. 4 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$40,345, and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

- 11.12 PILOT Ordinance Amendment for “The Blackstone”. 209 N. Blackstone and 221 W. Louis Glick Hwy 196 - 210

[Council Packet PILOT amendment.pdf](#) 

*Approve-Amend Ordinance number 511, by reducing the PILOT percentage from 6% to 4% .*

- 11.13 Ward 2 Polling Place for the 2024 Election Year 211 - 212

[Ward 2 Temporary Polling Location Move 2024.pdf](#) 


*Approve the continuation of the current polling places for precincts 3, 4, and 5 in Ward 2 for the 2024 Election Year.*

- 11.14 Early Voting Location for the 2024 Election Year 213 - 240

[Early Voting agenda item.docx.pdf](#) 

*Establish the Council Chambers inside City Hall as the location to hold early voting for the City of Jackson during the 2024-2025 election years.*

- 11.15 Approve Program Guidelines for the Expanded Housing Rehabilitation Program 241 - 280

[Expanded Housing Rehab Program Guidelines CC Packet Item 10.24.23.pdf](#) 

*Approve the Program Guidelines for the Expanded Housing Rehabilitation Program, and authorize the City Manager and City Attorney to make minor modifications as needed.*

- 11.16 Approve revised income limits for the 100 Homes Program 281 - 291



*Approve the revised income limits, as outlined in the revised program guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.*

**12. CITY COUNCILMEMBER'S COMMENTS.**

**13. MANAGER'S COMMENTS.**

**14. ADJOURNMENT.**

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray  
**DATE:** October 24, 2023  
**SUBJECT:** Meterless Parking for 2023-2024

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**Recommendation:**

**PUBLIC HEARING:**

- A. Public hearing on the necessity of continuing the meterless parking system in the downtown area of the City for 2023-2024.**
- 1. Consider a resolution determining the necessity of continuing the meterless parking system, ordering the City Assessor to prepare a Special Assessment Roll and establishing November 14, 2023, at the City Council meeting as the time and place to hold a public hearing confirming the meterless parking system assessment roll.**

Attached for your consideration is a recommendation from the Downtown Development Authority and the resolution determining the necessity of continuing the meterless parking system in the downtown area of the City for 2023-2024.

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



# Memorandum

Date: October 12, 2023

To: Jason Yoakam, City of Jackson Assessor

From: Beth Kuiper, Executive Director

Re: Meterless Parking and Assessments

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At their October 12, 2023 meeting, the Downtown Development Authority Board of Directors reviewed memos and listened to presentations from Beth Kuiper, DDA Executive Director, and Debi Koehn, Senior Appraiser - City of Jackson Assessor's Office, regarding downtown meterless parking and assessments. Based on those presentations, feedback from downtown business owners, and 2023-2024 assessment estimates, the DDA board voted unanimously in favor of continuing the current downtown meterless parking assessment program.

The DDA board does hereby approve that Jason Yoakam, City of Jackson Assessor; recommend the continuation of this program for the 2023-2024 fiscal year to the City of Jackson City Council. Any questions or concerns can be directed to my office at any time.

Respectfully Submitted,

*Beth Kuiper*

Executive Director, Downtown Development Authority

**RESOLUTION**

BY THE CITY COUNCIL:

WHEREAS, City staff has diligently studied the question of continuing the operation of a downtown meterless parking system as a public improvement with an estimated total annual assessable cost of \$115,000.00; and

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

WHEREAS, notice had been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 24th day of October, 2023, at 6:30p.m., to hear any and all objections and suggestions by interested parties to said public improvement; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the continuation of the meterless parking system for the downtown area is a necessary public improvement and directs the Assessor to prepare Assessment Roll No. 4306 in the amount of \$113,155.00, reflecting the estimated costs of same, assessing such costs to the property owners receiving a benefit therefrom in accordance with the benefits to be received by each.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that a public hearing will be held on Tuesday, the 14th day of November, 2023 at the hour of 6:30 p.m. in the Council Chambers of City Hall in the City of Jackson to hear any and all objections and suggestions by interested parties that may be made as to the assessments contained in said roll.

\* \* \* \* \*

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

I, Andrea Muray, City Clerk in an for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on this 24th day of October, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 25th day of October, 2023.

\_\_\_\_\_  
Andrea Muray, City Clerk

October 12, 2023

Andrea Muray, City Clerk  
 161 W. Michigan Avenue  
 Jackson, MI 49201

Please place the following proposed special assessment roll on the agenda, setting a public hearing of necessity for Tuesday, October 14, 2023:

<u>ROLL NUMBER</u>	<u>ROLL PURPOSE</u>	<u>PROPOSED ASSESSMENT</u>	<u>INSTALLMENTS</u>
4306	Meterless Parking 2023-2024	\$113,155	1

Thank you,



Deborah Koehn  
 Senior Appraiser

Copy: City Manager's Office, Engineering, DDA, File

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jason Yoakam, City Assessor  
**DATE:** October 24, 2023  
**RECOMMENDATION:** Recommend Continuation of the Meterless Parking System

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## SUMMARY

Meterless parking special assessments provide the necessary funds for maintenance and repair of municipal lots.

## BUDGETARY CONSIDERATIONS

The meterless parking special assessments generate revenue for the 518 (Parking Assessment) fund. Such assessments are based on the annual operating expense of the system and include such items as lot maintenance, snow removal, utilities and administrative expenses. Currently, the fund's proposed 2023/2024 balance is \$280,776. The amount of this year's requested special assessment is \$115,000; an increase from 2022/2023.

## HISTORY, BACKGROUND and DISCUSSION

The meterless parking system began in 1984 as a means to eliminate parking meters. The amount of the assessment is based on a per parking space need times rate. Parking need is determined by the occupancy, zoning, and the number of spaces owned, leased from, or leased to others.

## DISCUSSION OF THE ISSUE

N/A

## POSITIONS

The DDA supports the continuation of the meterless parking system for the 2023-2024 fiscal year (memos from the City Engineer's office and DDA are attached).

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**CITY COUNCIL MEETING MINUTES**  
October 10, 2023

**CALL TO ORDER:**

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

**PLEDGE OF ALLEGIANCE AND INVOCATION:**

Council joined in the Pledge of Allegiance. Invocation was given by Vice Mayor Arlene Robinson.

**ROLL CALL:**

Present: Mayor Daniel Mahoney, Vice Mayor/First Ward Councilmember Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, and Sixth Ward Councilmember Will Forgrave.  
Absent: none.

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

**ADOPTION OF AGENDA:**

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

**PRESENTATIONS/PROCLAMATIONS:**

A presentation on Echelon Front's Extreme Ownership Leadership training was given by Tim Gonzales and Debbi Koehn.

**PUBLIC HEARINGS:** none.

**CITIZEN COMMENTS:**

Citizen comments were heard and the meeting continued.

**PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:**

- 8.1 **City of Jackson, Michigan Financial Statements as of and for the Two Months Ended August 31, 2023**
- 8.2 **Environmental Commission Minutes for 8-16-23**
- 8.3 **MLCC Acknowledgement Letter - The Kroger Co. of Michigan**
- 8.4 **Major and Local Street Asphalt Patching and Padding Expenses**
- 8.5 **USDA Tree Grant**
- 8.6 **Historic Demolition Information**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to accept and place on file items 8.1 through 8.6. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**CONSENT CALENDAR:**

- 9.1 **Minutes of the Regular Meeting of the City Council on September 26, 2023**  
*Approve the minutes of the regular meeting of the Jackson City Council on September 26, 2023.*
- 9.2 **Halloween Trick or Treating Resolution**  
*Approve a resolution establishing October 31, 2023 from 6:00 p.m. until 8:00 p.m. as the date and time "for trick or treating" in the City of Jackson.*
- 9.3 **Special Event Application: Giving Back to the Community**  
*Approve a request from Jackson Michigan Giving Back to the Community to host their Giving Back to the Community event on October 22, 2023, on the streets of Jackson.*
- 9.4 **Ex-officio appointment to the Racial Equity Commission**  
*Approve the Mayors recommendation to appoint Bikash Jha to the Racial Equity Commission as an ex-officio member, to complete a term, beginning immediately and ending December 31, 2026, in concurrence with the REC recommendation.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the consent calendar. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**OTHER BUSINESS:**

**10.1 Recommendations from ad hoc committee tasked with appointed official review format.**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to postpone until the next meeting. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**10.2 Ordinance No. 2023-10**

**Recommendation:** *Approve the second reading/final adoption of Ordinance 2023-10 amending Section 4.4 of Chapter 4 to accurately identify the prohibition of the keeping of venomous reptiles.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the second reading/final adoption of Ordinance 2023-10 amending Section 4.4 of Chapter 4 to accurately identify the prohibition of the keeping of venomous reptiles. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**10.3 Ordinance No. 2023-11**

**Recommendation:** *Approve the second reading/final adoption of Ordinance No. 2023-11 amending Section 14-42.1 of Chapter 14, Article III, Division 2 of the City of Jackson Code of Ordinances to specify that issued certificates of compliance are transferrable.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve the second reading/final adoption of Ordinance No. 2023-11 amending Section 14-42.1 of Chapter 14, Article III, Division 2 of the City of Jackson Code of Ordinances to specify that issued certificates of compliance are transferrable. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**NEW BUSINESS:**

**11.1 Window Replacement at Fire Station #2**

**Recommendation:** *Accept bid by R.W. Mercer for the replacement of windows at Fire Station #2 located at 1906 S. Milwaukee St. for \$86,957.*

Motion was made by Vice Mayor Robinson, seconded by Councilmember Dancy to accept the bid by R.W. Mercer for the replacement of windows at Fire Station #2 located at 1906 S. Milwaukee St. for \$86,957. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

### **11.2 Budget Amendment for Justice Assistance Grant**

**Recommendation:** *Amend the 2023/2024 budget to reflect additional revenue of \$51,526 and additional expenditures by the Jackson Police Department of \$31,316 and by the Jackson County Sheriff's Office of \$20,210.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to amend the 2023/2024 budget to reflect the additional revenue of \$51,523 and additional expenditures by the Jackson Police Department of \$31,316 and by the Jackson County Sheriff's Office of \$20,210. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

### **11.3 Traffic Control Orders 2390 & 2391 - Euclid Street at Kent Street, and Mansion Street at Kent Street**

**Recommendation:** *Approval of Traffic Control Orders 2390 and 2391 to remove Yield Signs at Euclid Street and Kent Street and at Mansion Street and Kent Street, replacing them with Stop Signs, and rescind Traffic Control Orders 0731 and 0360.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve Traffic Control Orders 2390 and 2391 - Euclid Street at Kent Street, and Mansion Street at Kent Street. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

### **11.4 Accept Grant Funds from the Michigan Department of Natural Resources**

**Recommendation:** *Approval of a resolution to accept a 2022 matching grant in the amount of \$300,000 from the Michigan Department of Natural Resources (MDNR) Trust Fund for phase two construction of a universal design trail from S. West Avenue to the Optimist Park Shelter along the MLK Jr. Equality Trail and authorization for the Clerk to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to accept grant funds from the Michigan Department of Natural Resources in the amount of \$300,000. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

### **11.5 LifePak 15 Purchase**

**Recommendation:** *Approval for the purchase of two LifePak 15 monitors to be used on front line apparatus by the Jackson Fire Department. The total purchase amount of \$104,385.76 will be partially offset by Opioid Settlement revenue as shown in the FY 23/24 budget approved by the City Council.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the purchase of two LifePak 15 monitors to be used on front line apparatus by the Jackson Fire Department; the total purchase amount of \$104,385.76 will be partially offset by Opioid Settlement revenue as shown in the FY 23/24 budget approved by the City Council. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**11.6 Amendment 3 to the 2020 Water Main Engineering Contract.**

**Recommendation:** *Approval of Amendment 3 to the 2020 Water Main Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of \$559,500.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve Amendment 3 to the 2020 Water Main Engineering Contract with Hubbell, Roth & Clark, Inc. of Jackson Michigan at a not-to-exceed cost of \$559,500 and authorization for the City Manager and City Engineer to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**11.7 Change Order No. 1 to the Wastewater Treatment Plant and Myrtle Lift Station Improvements with Heaney General Contracting, Inc.**

**Recommendation:** *Approval of Change Order No. 1 to the Wastewater Treatment Plant and Myrtle Lift Station Improvements with Heaney General Contracting, Inc. in the increased amount of \$163,502.57 and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve Change Order No. 1 to the Wastewater Treatment Plant and Myrtle Lift Station Improvements with Heaney General Contracting, Inc. in the increased amount of \$163,502.57 and authorize the City Manager and Director of Public Works to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**11.8 Ordinance No. 2023-12**

**Recommendation:** *Approve the first reading and advance to a second reading/final adoption an ordinance amending Note 9 of Section 27-76.01(B)(1) of the Sewer Use Ordinance correcting the discharge amount subject to surcharge.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the first reading and advance to a second reading/final adoption an ordinance amending Note 9 of Section 27-76.01(B)(1) of the Sewer Use Ordinance correcting the discharge amount subject to surcharge. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

## **11.9 5<sup>th</sup> Ward Appointment Process**

Motion was made by Vice Mayor Robinson, seconded by Councilmember Gunn to set the deadline for applications to be November 3, 2023 at 5:00 p.m. Councilmember Schlecte stated that she would be abstaining from the vote because she may apply for the appointment. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, and Forgrave (5). Nays: none. Abstention: Councilmember Schlecte. Motion carried.

### **CITY COUNCILMEMBER'S COMMENTS:**

Mayor Mahoney, Vice Mayor Robinson, and Councilmembers Dancy, Gunn, Schlecte, and Forgrave all offered 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 Councilmember Schlecte. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:22 p.m.

**MEMO TO:** Mayor and City Council Members  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** Special Event Application: Jackson County Veteran's Council Veteran's Day Ceremony

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**Recommendation:**

Approve a request from the Jackson County Veteran's Council to host their Veteran's Day Ceremony on November 11, 2023 in Withington Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson County Veteran's Council Veteran's Day Ceremony.

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

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Beth Kuiper, Executive Director, DDA

**DATE:** October 24, 2023

**RECOMMENDATION:** Approve a request from the Jackson County Veteran's Council to host their Veteran's Day Ceremony on November 11, 2023 in Withington Park.

**SUMMARY:** A celebration of Veterans and their sacrifice for our nation

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### 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
Public Works	X		\$400.00
		<b><i>TOTAL</i></b>	<b><i>\$400.00</i></b>

### CONDITIONS & CONSIDERATIONS

Police officer on site; 15-foot mobile stage

### INSURANCE STATUS

Hold Harmless Agreement has been accepted by the City Attorney

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**ATTACHMENTS:** Special Event Application: Veteran's Day Ceremony



City of Jackson Downtown Development Authority  
 161 W Michigan Ave, Jackson Michigan, MI 49201  
 Contact for questions at 517-768-6411 or [aecon@cityofjacksn.org](mailto:aecon@cityofjacksn.org)

## 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 <i>—Please indicate the location of all items</i> |  |

**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 ft<sup>2</sup> and does not block any intersections, driveways, or right-of-ways.

#### Applicant Information

Sponsoring Organization Legal Name: JACKSON COUNTY Veterans Council	
Address: 3200 Lansing Ave, Jackson, MI 49202	Phone: (517) 960-9268
Tax ID#: _____	Website: _____
Contact Name: David Welihan	Phone: 517-960-9268 Email: david_welihan@hotmail.com
Contact Name: David Welihan	Phone: 517-960-9268 Email: _____
Contact Name During Event: David Welihan	Phone: (517) 960-9268

#### Event Information

Event Name: Veteran's Day Celebration				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
November 11, 2023	10:00 am	11:00 am	12:00 pm	12:00 pm

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? 100-125

**Type of Event (please check all that apply)**

Walk/Run  Festival  March/Parade  Other: A Celebration of Veterans

**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: Withington Park (Veteran's Park)
- 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.*

Celebration of veterans, Presentations of veteran of the year and USO of the year.

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

Street Name: <u>NONE</u>	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: For PA system  
 Amount of electrical wattage needed: 120 volts Amount of plug ins: ONE plug in  
 Locations of where plugs are needed: at light post  
**\*\*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: ONE officer on site if possible

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

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

*None* *None*

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: \_\_\_\_\_

*[Handwritten Signature]*

Date: \_\_\_\_\_

*09/13/2023*

### Office Use ONLY

Application Received:

Date: *9-14-23*

Time: *11:46 AM*

By: *Beth Kuiper*

Application Fee Received: *N/A*

### 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<sup>th</sup> Floor  
Jackson Michigan, MI 49201 or [aecon@cityofjackson.org](mailto: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



161 W. Michigan Avenue Jackson, MI 49201 – (517) 768-6411 – [aecon@cityofjackson.org](mailto:aecon@cityofjackson.org)

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** October 10, 2023  
**SUBJECT:** Second Reading/Final Adoption of Ordinance No. 2023-12

---

**Recommendation:**

Approve the second reading/final adoption of Ordinance No. 2023-12 amending Note 9 of Section 27-76.01(B)(1), Article III, Chapter 27, Part II of the City of Jackson Code of Ordinances to revise the surcharge threshold amount for discharges of total suspended solids from 260mg/l to 160 mg/l correcting a typographical error.

Attached is Ordinance 2023-12. Ordinance No. 2023-12 was advanced to a second reading/final adoption at the October 10, 2023 City Council Meeting.

Your consideration and concurrence is appreciated.

**ORDINANCE NO. 2023-12**

**AN ORDINANCE TO AMEND NOTE 9 OF SECTION 27-76.01(B)(1) OF ARTICLE III (“WASTEWATER SYSTEM”) OF CHAPTER 27 (“WATER AND SEWER”) OF PART II OF THE CITY OF JACKSON CODE OF ORDINANCES TO REVISE THE SURCHARGE THRESHOLD AMOUNT FOR DISCHARGES OF TOTAL SUSPENDED SOLIDS.**

**THE CITY OF JACKSON, MICHIGAN, ORDAINS:**

**Sec. 1. Amendment of Note 9 of Section 27-76.01(B)(1) of Article III of Chapter 27 of the City of Jackson Code of Ordinances.** The existing Note 9 of Section 27-76.01(B)(1) of Article III of Chapter 27 of the City of Jackson Code of Ordinances is hereby amended to read in its entirety as follows:

“9. Any discharge of TSS in excess of 160 mg/l shall be subject to surcharge as provided by this Article.”

**Sec. 2. Severability.** This Ordinance shall be deemed severable and should any section, clause or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

**Sec. 3. Saving Clause.** The amendment or repeal by this Ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Ordinance or prosecutions based upon actions taken by any person prior to the effective date of this Ordinance. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

**Sec. 4. Conflict.** Except as otherwise expressly provided, the provisions of this Ordinance shall control in the event of any inconsistency or conflict between this Ordinance and any other provision of any other Ordinance of the City.

**Sec. 5. Publication.** This Ordinance shall be published (either in whole or in summary) in a newspaper of general circulation in the City of Jackson, including the designation in the

publication of the location in the City where a true copy of the Ordinance can be inspected or obtained, as authorized by State law.

**Sec. 6. Effective Date.** This Ordinance shall become effective thirty (30) days from adoption as provided in Section 5, above, and as certified by the Clerk, below. Adopted this 24th day of October, 2023, by the City Council, City of Jackson, Michigan.

On roll call, the vote was:

Yeas:

Nays:

By: \_\_\_\_\_  
\_\_\_\_\_

**Certification**

I, Andrea Muray, Clerk of the City of Jackson, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the City of Jackson City Council at a regular meeting held on October 24, 2023, at 6:30 p.m., and that it was published in the Jackson Citizen Patriot on October 29, 2023.

\_\_\_\_\_, City Clerk

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** OpenGov, Inc. Budgeting & Planning Software Agreement

---

**Recommendation:**

Approval of the software services agreement with OpenGov, Inc., for Budgeting & Planning software services, implementation, and training in the amount of \$217,164 for a three-year agreement as outlined in the agreement, with the one-time implementation and first-year prorated subscription costs to be funded using the American Rescue Plan Act revenue replacement funds, and authorize the Finance Director and City Manager to execute the appropriate documents.

Attached is a report from Heather Ehnis, Finance Director, requesting the purchase of OpenGov, Inc. Budgeting & Planning software services.

I recommend approval of this purchase. Your consideration and concurrence are appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Heather Ehnis, Finance Director

**DATE:** October 24, 2023

**RECOMMENDATION:** Approval of the software services agreement with OpenGov, Inc., for Budgeting & Planning software services, implementation, and training in the amount of \$217,164 for a three-year agreement as outlined in the agreement, with the one-time implementation and first-year prorated subscription costs to be funded using the American Rescue Plan Act revenue replacement funds, and authorize the Finance Director and City Manager to execute the appropriate documents.

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### SUMMARY

In an ongoing effort to improve the efficiency and effectiveness of the budgeting, forecasting, and transparency processes, the finance team is seeking to implement a database-driven software solution.

### BUDGETARY CONSIDERATIONS

This purchase is an eligible use of American Rescue Plan Act (ARPA) funds under the revenue replacement provisioning of government services expenditure category. Not only will this purchase provide improved efficiency in preparing the annual budget, forecasting, and transparency, but it will also add to the modernization of cybersecurity, including hardware, software, and protection of critical infrastructure. It is recommended the first-year implementation, subscription, and training costs be paid using ARPA funds in the amount \$90,958. The remaining years of the agreement will be allocated to the operating funds of the City.

### HISTORY, BACKGROUND and DISCUSSION

The City's current budget and reporting processes are manual and labor-intensive. Documents are prepared across departments, causing a significant amount of time to format and compile the budget documents rather than analyzing data. The finance department spends hundreds of hours each year preparing, formatting, reviewing, re-formatting, and re-working reports and budget documents. The City of Jackson's budget is complex and difficult to manage with manual tools like Microsoft Excel and Word.

Moving to a database solution designed specifically for governmental entities will offer greater flexibility to explore multiple budget scenarios; allow for more meaningful multi-year forecasting, integrated position budgeting, including vacancy planning and collective bargaining cost impacts; fully customizable

transparency dashboards; and interactive online budget books. Further, these tools will allow more time for finance staff to shift away from the administrative tasks of creating spreadsheets and static budget book documents, to prepare deeper data analysis and scenario testing. This shift will create more opportunities for collaboration and well-informed decision-making resulting in improved budgeting, forecasting, and financial transparency.

## DISCUSSION OF THE ISSUE

Through the Government Finance Officers Association software buyers guide, the finance department reviewed the top three vendors determined to best meet the needs of the City: OpenGov, Questica, and ClearGov. Staff from finance met with each vendor to evaluate these alternatives, including product demonstrations of each, to determine the ideal mix of price and functionality. The products were considered based on cybersecurity, compatibility with BS&A financial software, flexible scenario building, public-facing data features, and more.

Based on the features of each product and the needs of the city, the finance staff considers the OpenGov budgeting and planning platform to be the most compatible software solution. The key features include:

- Specialization in the governmental sector
- Cloud-based hosting that reduces equipment, maintenance, and information technology costs
- Ability to align budget requests with strategic goals and initiatives
- Collaborative workflow process increases departmental involvement and feedback
- Intuitive, interactive end-user experience
- Dynamic, interactive dashboard with public-facing capabilities
- Robust personnel costing and workforce planning tools
- Capital improvement plan (CIP) features include mapping of project locations, tracking of multiple funding sources, and performance progress
- Budget document development capabilities to reduce "rework" done by staff
- Online budget book provides an interactive, web-based format that allows the user to drill down to greater detail, configure charts, and reduce paper usage
- Reporting and analysis dashboard delivers up-to-date financial and operating data with contextual information

In considering the three products, staff concluded:

- ClearGov offered the lowest quote but did not meet several functional requirements.
- Questica, coupled with OpenBook for the online budget book (a separate software platform), is a robust system, however, it did not fully meet the needs outlined by finance staff.
- OpenGov, although the highest of the quotes received, presents a holistic solution that best integrates with our BS&A financial reporting software, offers the necessary features, and most user-friendly (Attachment 1).

A summary of the price quotes is provided below:

Vendor	Initial Implementation, Set-up, and Training	Annual Subscription Cost	Additional Information
OpenGov	\$51,870	\$39,088	3-year agreement term, annual increase not to exceed 5% per year; Total 3-year agreement cost = <b>\$217,164</b> <b>Includes 3-day on-side deployment; first year pro-rated for 8 months (November 2023 to June 2024) for a July 1 annual renewal</b>
Questica (with OpenBook for budget book)	\$20,000	\$37,000	5-year agreement term, annual increase not to exceed 5% per year; Total 5-year agreement cost = <b>\$224,449</b>
ClearGov	\$14,400	\$38,675	Not provided

The proposed database solution will be a powerful tool for all departments throughout the City. Once implemented, data will be frequently refreshed and can be published on the website. The online budget book will be fully interactive and easily digestible for internal and external end-users alike. The performance dashboards are configurable and will present data in a variety of ways including charts, graphs, data tables, statistical information, and more. Robust forecasting tools will help inform decisions on projects, operating expenditures, cash flows, and other issues.

## POSITION

The finance staff recommends the approval and execution of a three-year subscription agreement (Attachment 2) with OpenGov, Inc. to provide Budgeting & Planning software licensing, implementation, and training, with the one-time implementation cost and pro-rated subscription cost for the first year funded using available revenue replacement funds under the ARPA and subsequent years to be funded from the general operating budget. I also request authorization for the Finance Director and City Manager to execute the appropriate documents.

---

## ATTACHMENTS

# ATTACHMENT 1



OpenGov Inc.  
PO Box 41340  
San Jose, CA 95160  
United States

**Quote Number:** Q012307  
**Created On:** 10/10/2023  
**Order Form Expiration:** 4/6/2024  
**Subscription Start Date:** 10/31/2023  
**Subscription End Date:** 6/30/2026

**Prepared By:** Braden Taylor  
**Email:** btaylor@opengov.com  
**Contract Term:** Prorated + 24 Months

**Customer Information**

<p><b>Customer:</b> City of Jackson, MI <b>Bill To/Ship To:</b> 161 West Michigan Avenue Jackson, MI United States</p>	<p><b>Contact Name:</b> Heather Ehnis <b>Email:</b> hehnis@cityofjackson.org <b>Phone:</b> (517) 788-4030</p>
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**Order Details**

**Billing Frequency:** Annually in Advance  
**Payment Terms:** Net Thirty (30) Days

**SOFTWARE SERVICES:**

Product / Service	Start Date	End Date	Annual Fee
Budgeting & Planning <i>Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating &amp; Capital Budgeting, Reporting &amp; Analytics, Story Builder, Transparency, Workforce Planning</i>	10/31/2023	6/30/2024	\$39,088.00
Budgeting & Planning <i>Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating &amp; Capital Budgeting, Reporting &amp; Analytics, Story Builder, Transparency, Workforce Planning</i>	7/1/2024	6/30/2025	\$61,564.00
Budgeting & Planning <i>Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating &amp; Capital Budgeting, Reporting &amp; Analytics, Story Builder, Transparency, Workforce Planning</i>	7/1/2025	6/30/2026	\$64,642.00

**Annual Subscription Total:** See Billing Table

**PROFESSIONAL SERVICES:**

Product / Service	Start Date
OpenGov Deployment — Fixed Fee	Product configuration, setup, and training described in the attached SOW.

**Professional Services Total:** \$51,870.00

**Billing Table:**

Billing Date	Amount Due	
October 31, 2023	\$90,958.00	<i>(Prorated Annual Software Fee + Professional Services)</i>
July 1, 2024	\$61,564.00	<i>(Annual Software Fee)</i>
July 1, 2025	\$64,642.00	

**Order Form Legal Terms**

Welcome to OpenGov!  
This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), effective as of the date of the last signature below. This Order Form incorporates the OpenGov Master Services Agreement ("MSA") available at <https://opengov.com/terms-of-service/master-services-agreement/>. If professional services are purchased, the applicable Statement of Work ("SOW") is also incorporated. The Order Form, MSA, and, if applicable, the SOW are the full "Agreement".  
Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.  
By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

**City of Jackson, MI**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OpenGov, Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# OpenGov and the City of Jackson, MI

Project Plan Letter and Partnership Investment Summary



**Chris King**  
Account Executive  
CKing@opengov.com  
(615) 533-4699

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# ATTACHMENT 1

Heather Ehnis  
Finance  
City of Jackson, MI  
161 W Michigan Avenue  
Jackson, MI 49201

## **RE: Project Plan Letter for Budgeting & Planning Software**

Dear Heather,

On behalf of OpenGov, we are thrilled about the opportunity to partner with the City of Jackson by proposing Budgeting & Planning, the industry's only full-featured cloud budgeting software designed to meet the unique needs of public sector planning and analysis. We value your careful consideration in reviewing the project plan letter we have prepared for you.

We understand that the City is looking for a comprehensive solution for your operating budget, capital planning, workforce planning, online budget book, and reporting needs. In response to this, the following plan letter outlines how OpenGov Budgeting & Planning is the most collaborative and complete solution for governments, trusted by hundreds of forward-thinking agencies to plan more effectively and drive engagement with their communities.

OpenGov has helped many governments understand how investing in technology can increase productivity for staff, cutting budget development time by 50% and report creation by as much as 80%. As a true partner, OpenGov also enables governments like the City to build trust with communities by communicating initiatives and progress clearly with integrated transparency capabilities. OpenGov has a strong presence in Michigan, partnering with governments such as the Cities of Royal Oak, Birmingham, Kalamazoo, and Portage.

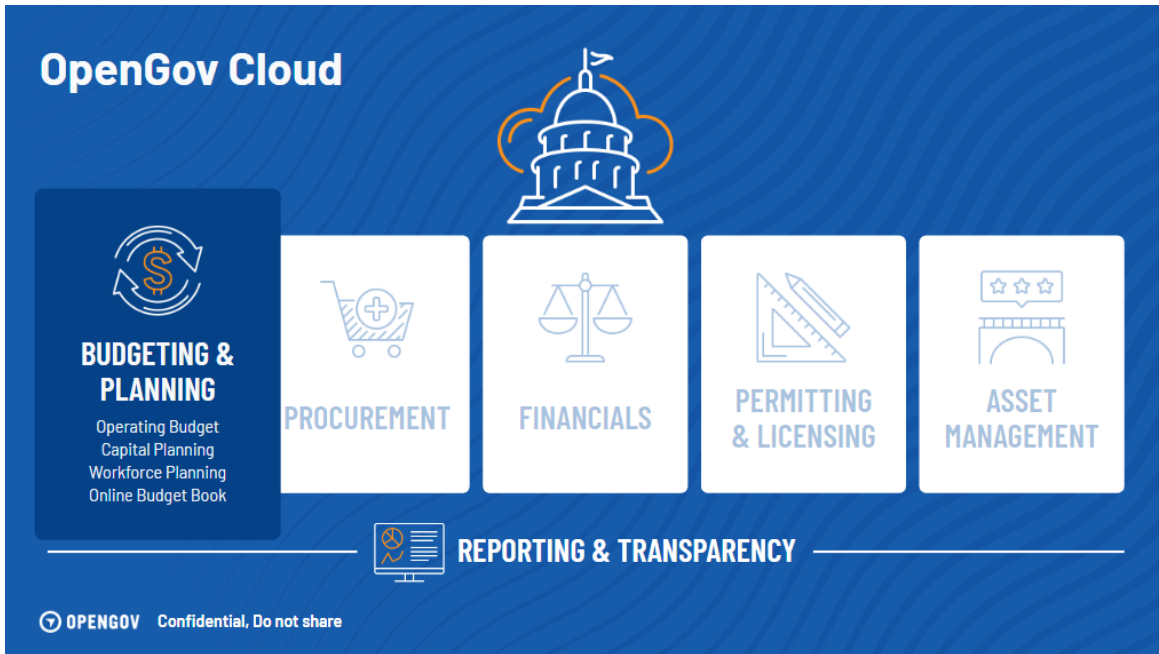
We are on a mission to power more effective and accountable government and seek to produce long-term partnerships with the agencies we serve. Our entire organization is committed to ensuring the success of this engagement with the City and meeting the timelines necessary to achieve a successful launch ahead of the start of budgeting season in January 2024, and I look forward to meeting with you and your team very soon.

Sincerely,

Chris King  
Account Executive  
[CKing@opengov.com](mailto:CKing@opengov.com)  
(615) 533-4699

# Executive Summary

OpenGov is proposing **OpenGov Budgeting & Planning**, and **Reporting & Transparency** for consideration. We look forward to demonstrating how these solutions will exceed your expectations.



**OpenGov Budgeting & Planning** is the only modern, full-featured cloud budgeting software designed to meet the unique needs of public sector planning and analysis. Trusted by hundreds of forward-thinking local governments, state agencies, and school districts, Budgeting & Planning is the industry's most collaborative solution for budget process automation, strategic planning, performance management reporting, and community engagement. OpenGov Budgeting & Planning empowers governments to bring modern efficiencies to their complex planning process and drive community outcomes.

**Reporting & Transparency** powers the OpenGov Cloud with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. Reporting & Transparency provides a seamless connection between back-office capabilities and industry-leading communication tools; transforming civic engagement and empowering data-based decision-making.

## Key Decision Criteria

We understand how important it is to find a budgeting solution that will meet the City's needs for the long term. As you evaluate various solutions available on the market today, keep these key points in mind to meet your decision criteria:

### → **Watch out for low-cost, low-value alternatives.**

Some software vendors claim to have a full-featured budgeting solution that is offered at a very low cost in order to attract buyers and agencies with tight IT budgets. When looking at multiple software vendors, understand that, just like with buying a new car, you get what you pay for. Cheaper software usually indicates a lack of core functionality that may require more manual and Excel-based work to be done outside of the software. Most users agree that our solution is easier, more intuitive, and more comprehensive than their legacy solutions. In the process of trying to make government budgeting "simple," other alternatives cut important corners by making their software very one-dimensional with shallow reports.

### → **Access to real-time data is crucial for planning and decision-making.**

OpenGov's approach of setting up an automated nightly sync between the City's BS&A system and Budgeting & Planning enables impactful decision-making based on actionable insights and accurate data. Our fully staffed integrations team helps set up your data during the implementation so that it is refreshed regularly and is one less thing for your team to worry about. Our customers find access to live data incredibly valuable in comparison to other software vendors who require agencies to send data sets over to a support team, who may not be able to update data for weeks at a time which can cost your staff valuable time and cause frustration during the budget season when updates are made by the minute. Similarly, budget updates happen in real-time during meetings, and reports need to reflect those changes for scenario planning purposes. OpenGov can fully support your agency's real-time data management needs.

### → **Integrated Reporting & Transparency capability connects citizens with the budgeting process.**

While other solutions on the market offer reporting capabilities as an afterthought, either through access to a third-party system or by static, difficult-to-manipulate data sets, OpenGov's industry-leading Reporting & Transparency capability enables a data-first foundation for all budget development activities. With interactive and user-intuitive reports and dashboards, your staff will benefit from a streamlined and fully integrated budget development process, allowing you to provide executive reports for Council meetings, as well as publish public-facing financial reports to foster transparency and civic engagement. Furthermore, OpenGov's Open Town Hall solution (included as part of Reporting & Transparency) enables citizens to provide feedback and play an active role in public meetings or budget simulations for which your agency wishes to engage the public's opinion.

### → **Choose an experienced partner for the long term.**

OpenGov's team of professionals has over 500 years of government experience, and we are solely focused on developing and providing solutions for the unique needs and requirements of the public sector. We've specifically chosen to hire government professionals who understand and can speak to the specific budget and finance processes of local governments, which enables us to be better partners with and advocates for our customers' long-term needs and strategic priorities.

# ATTACHMENT 1

## → Additional considerations for the new budget system:

- Enable deep analysis of the budget by enabling robust, interactive visualizations with drill-down capabilities which can be generated on top of the budget.
- Be able to visualize additional types of data, including historical budget data, budget-to-actual data, non-financial data, geospatial data, and project trends for future fiscal years.
- Allow administrators to publish the budget to an integrated public-facing portal which allows constituents to interactively view and explore the published data. The budget information should include any narrative, explanation, and applicable media (such as maps and videos).
- Contain fully integrated capabilities to support capital budgeting.
- Allow users to easily track the impact of the operating budget.
- Understand, visualize, make interactive, and map to your Chart of Accounts. Solutions that require you to work with a “standard” Chart of Accounts should not be considered.
- Does not require staff to send data to the vendor in order for the data to synchronize with the product’s accounting system. Data should, at a minimum, be refreshed with an automated nightly sync in order to capture near-real-time data.
- Be capable of visualizing non-financial data, projecting budgetary trends, depicting “what-if” scenarios and forecasting, and allowing users to save configured views.
- Allow users to determine whether they would like to share reports externally, share the reports within the internal organization, or keep the reports purely private.
- Be able to manage employee cost calculations and provide in-depth views into workforce cost drivers, providing scenario analysis based on position variables. This feature should be seamlessly integrated with the budgeting solution so users can request new employee positions for approval to be included in the annual budget. The workforce planning solution should be capable of scenario analysis of up to at least 10 years.
- Have the ability to produce the annual budget book for online publication. Bidders should provide examples of other published budget books for review. The solution should not rely on any third-party software systems to publish the budget book.
- Allow users to amend the structure of tables and chapters within the book and be able to pull in key performance data. The published budget book should be ADA-compliant.
- The published budget book should be flexible to meet your agency’s needs. Digital budget books that operate exclusively off of pre-built “templates” should not be considered.
- The budget book solution must have been implemented in at least 100 government agencies. “Proof of concepts,” for agencies should not be considered implementations.
- The budget book solution should have a demonstrated record of resulting in GFOA awards for local government agencies.
- Should allow for strategic initiatives to be built in, enabling departmental budget proposal requests to be tied to overall strategic goals at the worksheet level. The strategic initiatives module should be fully integrated within the budgeting application.
- Should have a fully-integrated reporting solution that can auto-generate reports based on configured filters and data selection. The reporting solution should be provided and developed by the same vendor providing the budgeting software. No third-party solutions should be considered.
- Should support robust biennial budgeting functionality, including the ability for data from year 1 to automatically impact/influence the budget base for year 2.

## ATTACHMENT 1

- Should include capabilities for your agency to engage directly with the public to solicit feedback and “vote” on current initiatives to better engage and stay aligned with the community.
- Should be an end-to-end budgeting solution and allow users to track the spend and monitor the budget after it’s been completed.

### Competitive Analysis: City of Watsonville, CA RFP

OpenGov was recently evaluated by the City of Watsonville, CA, through a competitive RFP process within the last 12 months. The City sought a new solution to replace their manual, Excel-based budget process and address core user needs that were not supported by their Tyler Munis budget module. Despite OpenGov having a higher priced proposal than two other software vendors, the City ultimately decided on moving forward with OpenGov due to the following reasons (we are happy to provide you with a copy of the Council Resolution for more details, if interested):

- ★ “OpenGov is liked by their customers who appreciate their customer service and the continuous improvements to their product.”
- ★ OpenGov will “allow the Finance Department to move the Capital Improvement Plan (CIP) into the budget system.”
- ★ “OpenGov will automate the creation of the budget book and move the budget book from a published document to an online easily navigable document.”
- ★ “OpenGov will save significant finance and communications staff time along with giving departments much more control and transparency around their budget submissions.”
- ★ “In addition to improving our existing internal processes OpenGov offers a number of features that will enhance our current process particularly around external communication with the public.”

## Why OpenGov?

### The only modern cloud software purpose-built for local government.

OpenGov offers transformative solutions for budgeting, financial management, permitting and licensing, asset management, and procurement with the industry's best reporting and transparency capabilities – allowing customers to reallocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.

### A trusted partner.

More than [1,600 governments nationwide](#) partner with OpenGov to drive more effective and accountable operations through cloud solutions. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by over 500 years of employee experience in the public sector.

### A platform built to grow with you.

Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. Thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

## Trusted by Leading Governments



City of Minneapolis, MN



City of Lubbock, TX



City of East Providence, RI



City of Granbury, TX



Kansas City, MO



City of Savannah, GA



City of Tampa, FL



City of Santa Barbara, CA

## Benefits of Modern Government Cloud Software

In a [post-pandemic world](#), the benefits of modern cloud software (aka: "Software as a Service") are crucial in helping governments address the challenges of remote work, digital services, and managing uncertainty. [Cloud software](#) helps you future-proof your investment while focusing on your community.

### ✓ Increase Productivity

Modern government work is collaborative. Intuitive software empowers all users for success.

### ✓ Strengthen Public Trust

Better decisions and alignment come from common, shared, accurate information

### ✓ Improve Resident Experience

Digital services map to the expectations of community members and improve satisfaction.

### ✓ Build Resilience

Leaders have confidence in the face of uncertainty that their [processes are secure](#) and sustainable.

## All Clouds aren't Created Equal

Most software providers in the market are packaging up legacy software as "cloud" because it's delivered over a network. Same software, different packaging. These aren't designed for 21st-century government. Modern government cloud software has these characteristics:

- **Anywhere, Any Device** - Nothing to install - only a browser required
- **Intuitive User Interfaces** - Eliminate the nuances and complexities that only "power users" can understand
- **Fast and Configurable** - Get up-and-running quickly, providing value when you need it
- **Cloud-First** - Focused on one great experience, not managing different versions of software
- **Continuous Enhancement** - Rapid innovation driven by customer feedback
- **World-Class Security and Infrastructure** - Built on leading cloud infrastructure from AWS and SOC2 (Type 2) Certified (*more info on the AICPA's SOC2 control framework [here](#)*)
- **100% Hassle-Free** - Always up-to-date with no effort from your government.
- **Future-Proof** - Most software providers will have to re-architect for the cloud - a huge disruption you can avoid



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"In this day and age it's not appropriate to say: 'I don't have a report, I can't pull that information for you.' Moving to the cloud was an important strategic move for us because it will enable us to pull accurate, real-time data when we need it."

**Csilla Ludanyi**, Finance Director | City of Nassau Bay, TX

# OpenGov Budgeting & Planning

Modernize your budget and align spending to strategic outcomes.

## Manage an Accurate, Outcome-Focused Budget Process

Streamline and unify your end-to-end budgeting process, seamlessly tie budget dollars to key organizational initiatives, and draw actionable insights that maximize performance outcomes. Then, through [Reporting & Transparency](#), add a narrative to your results and share internally and externally for better collaboration.



“OpenGov helps us bring it all together, it enables us to both: 1) create a better, more collaborative budget, one that deploys resources more efficiently across departments; and 2) demonstrate to the public, Council, and our bond ratings agency the impact of savings and investments for our city.”

**Bob DaSilva**  
Mayor | City of East Providence, RI

# ATTACHMENT 1



**Collaborate More Effectively.** Collaborate across departments by sending and receiving budget proposals, tracking performance on strategic objectives, commenting on key reports, and tying strategic priorities to outcomes.



**Build an Award-Winning Budget Book.** Take your budget book online to transparently share with local residents and internal departments, all within a GFOA-approved format to create an award-winning budget document.



**Organize your Capital Planning.** Streamline project submission, effectively align your capital planning to strategic priorities, forecast the full cost of long-term capital expenditures, track performance, and keep the public informed along the way.



**Accurate and Automated Workforce Planning.** Model and forecast the full burdened cost of your workforce plan with the industry's most comprehensive workforce planning solution. Treat your largest cost driver with the modern technology it deserves.



**Build Trust Through Transparency.** Build trust with constituents by communicating initiatives and progress clearly while fostering better engagement with best-in-class transparency solutions. From budget simulations and virtual council meetings to internal dashboards and public-facing web pages, when it comes to engaging with the public we've got you covered. It's how we got our name, and nobody does it better.

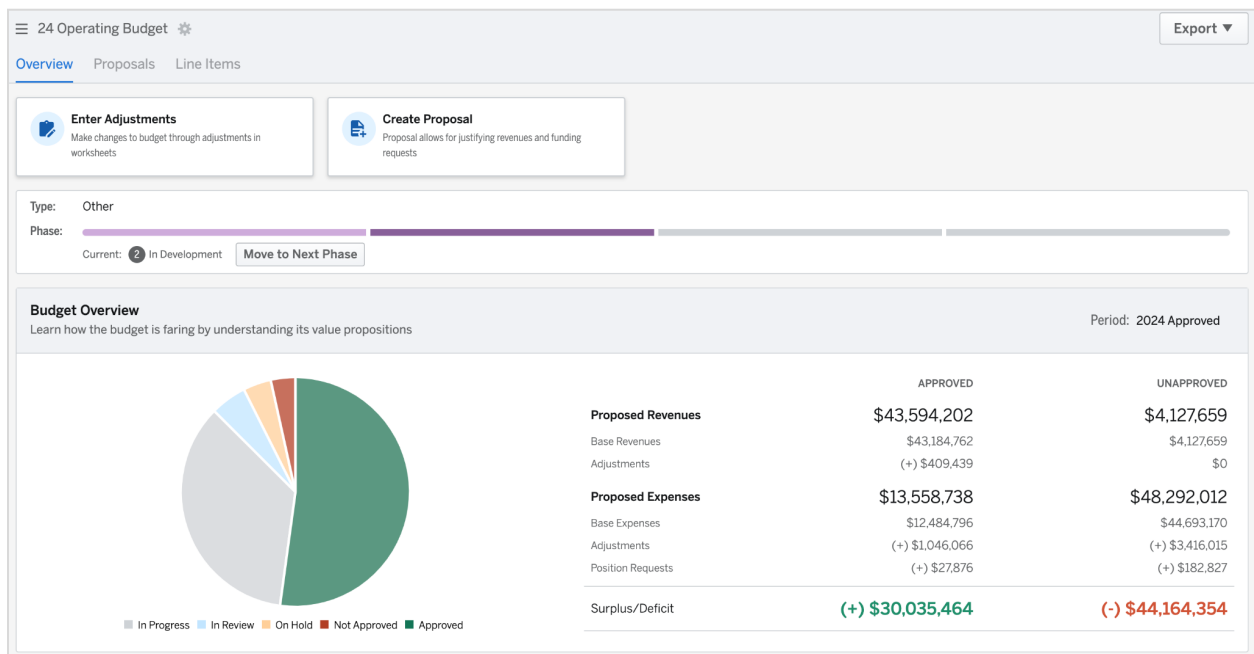
## Budgeting & Planning Use Cases

- Collaborative Budgeting
- Capital Planning
- Online Budget Book Publication
- Workforce Calculations
- Budgetary Reporting
- Financial Projections
- Operating Budgets
- Scenario Analysis
- Strategic Initiative Reporting

## Full-Featured Public Sector Budgeting

Maximize end-to-end effectiveness for your budget and planning cycle, from near-term forecast adjustments to long-range capital initiatives.

- **Collaborative, Automated Operating Budgets:** Liberate your budgeting from disparate spreadsheets with a unified process that seamlessly ties spending to desired outcomes
- **Workforce Planning:** Simplify planning for your most complex and important asset – your people – with scenario analysis, advanced calculations, and integrated budget requests
- **Capital Planning:** Forecast long-term capital expenditures, manage proposals and evaluations, track performance, and easily keep stakeholders from various audiences informed of progress
- **Online Budget Book:** Publish a fully interactive, GFOA award-winning [online budget book](#) that makes future publications vastly more repeatable



**User Home Screen includes At-a-Glance Budget Overview and Tasks**

## Government’s Most Collaborative Budgeting & Planning Solution

OpenGov drives efficiency through heightened collaboration by centralizing your planning in an intuitive online solution, delivering breakthrough communication between offices and departments.

- Achieve **unprecedented alignment** around strategic priorities that comes from a real-time, singular source of truth
- Give your budget collaborators an **easy-to-use** system that reduces the back-and-forth of traditional processes
- **Controlled collaboration** is made simple through configurable administrative settings for user access and editing ability

## Industry-Leading Reporting and Analysis

OpenGov Budgeting & Planning is built with a data-first foundation that provides out-of-the-box reporting & analysis capabilities for dashboards, managerial reporting, KPI tracking, scenario modeling, and data consolidation and sharing.

- Share **complex information that the public, elected officials, departments, and administration can understand** with customizable at-a-glance insights and interactive dashboards
- **Reduce reporting bottlenecks** by freeing up your IT, finance, and other staff with centralized, self-serve reporting
- **Sharpen your focus on outcomes** by establishing and tracking relevant KPIs to keep stakeholders updated on spending, initiatives, and operations

## Strengthen Public Trust through Transparency

Build trust in your community by sharing initiatives and progress clearly while fostering better engagement through integrated tools to collect feedback and sentiment.

- **Publish award-winning budget books online** to provide residents with a better understanding of how tax dollars are impacting the community.
- **Communicate initiatives effortlessly** with a simple drag-and-drop web-page builder and customizable themes that make it easy for residents to digest key narratives.
- **Run public meetings** and budget simulations with our Community Feedback – complete with forms, surveys, and other tools for robust public engagement.
- **Deliver up-to-date financial and operational data with context** to keep the public informed of progress and fiscal health.

## Key Features

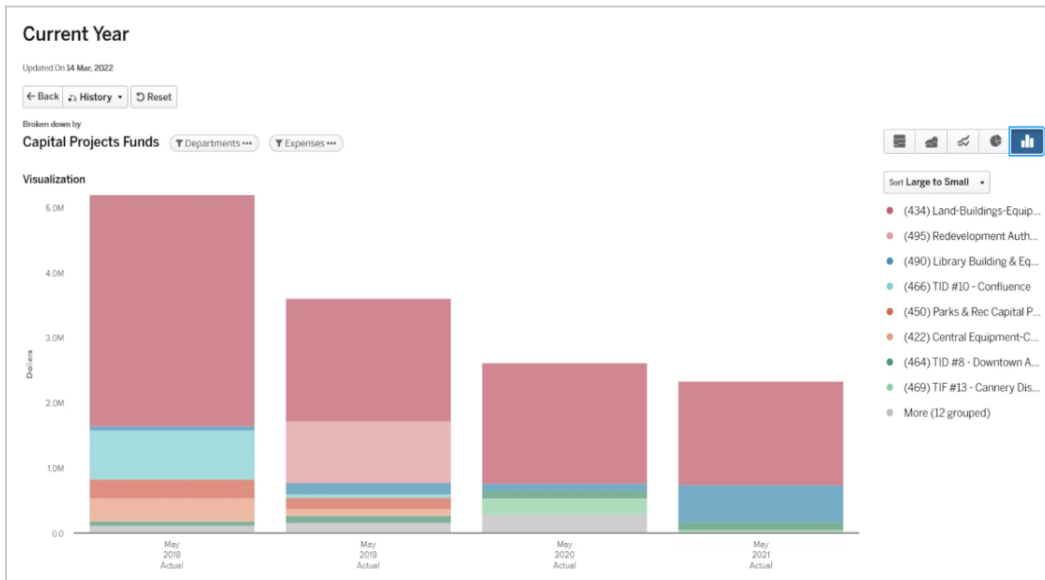
### **Precisely calculate personnel costs through [workforce planning](#).**

Drive better salary projections, increase visibility into cost drivers, and reduce generic assumptions. You can calculate the fully burdened labor costs of an individual or [overall workforce](#), perform scenario analysis to inform negotiations and budget decisions, run vacancy reporting, compare actual positions to budgeted positions, and request new positions using accurate, updated costs.

### **Forecast long-term expenditures for [capital planning initiatives](#).**

Seamlessly harness the information your team needs to make educated decisions while providing a working blueprint for sustaining and improving your community's infrastructures. You can send and receive capital planning proposals, adjust proposal line items, track performance on projects, and comment on key reports. Then, easily create printable dashboards to streamline capital meetings.

# ATTACHMENT 1



## Simplify online budget book publication.

Establish a framework for building your online budget book faster and more accurately, making the process repeatable and scalable for future cycles. You can clearly communicate your agency's priorities all while leveraging templates designed with GFOA best-practices in mind.



## Allow the Public to Explore and Understand Your Budget

# ATTACHMENT 1

The City of Tallahassee  
**Five-Year Strategic Plan - 2024**

Our community celebrates its bicentennial in 2024, and the City Commission is proudly setting the groundwork that will guide the City of Tallahassee's operations to its 200th anniversary.

This plan – the first overarching plan of this magnitude in our organization's history – will help us realize our vision:

*A creative capital city that supports a strong community with vibrant neighborhoods; an innovative economic and educational hub serving diverse and passionate people, protecting our natural resources and preserving our unique character.*

Measuring our performance is key to achieving the goals established in the Strategic Plan. This tool allows the City to track our progress on key

**2021 CERTIFICATE OF DISTINCTION**  
in Performance Management  
**ICMA**  
★★

## Tell the Story of your Strategic Plan

### Make better decisions with centralized dashboards for everyone.

Powering OpenGov Budgeting & Planning is OpenGov [Reporting & Transparency](#). Integrate and synchronize your financial and non-financial data with other data sources including your ERP. When any data point changes, all reports automatically update. You can go beyond seeing your outcomes and truly understand the reasoning behind performance with OpenGov's reporting feature.

**Dashboards** Create New Dashboard

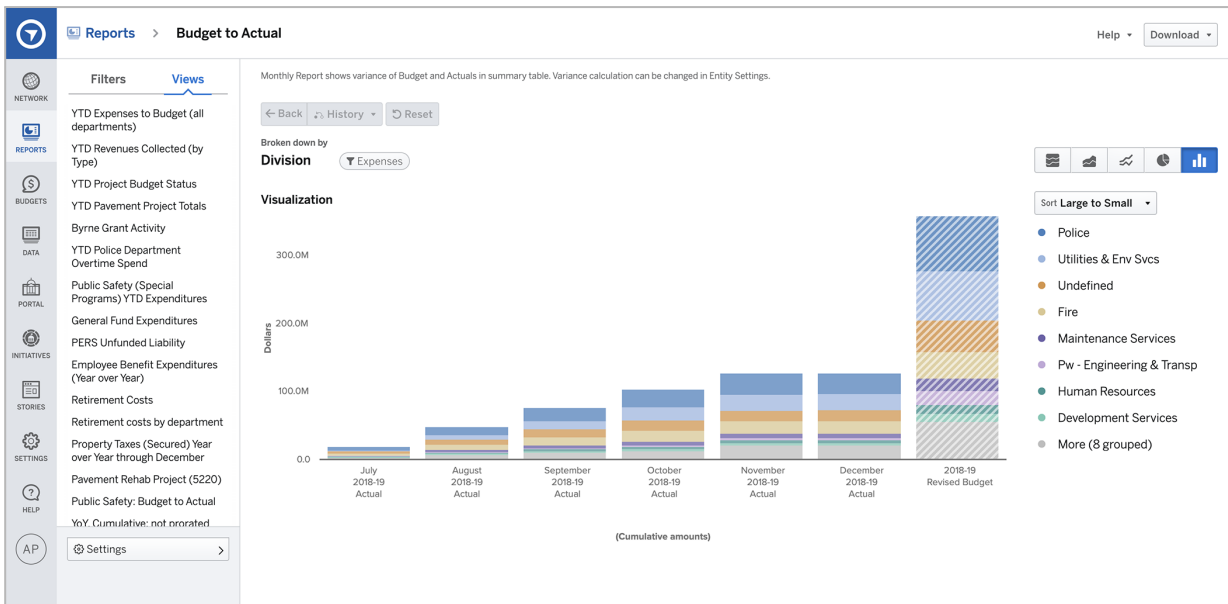
- City Manager Dashboard** (Updated 7 days ago)
  - Capital Budget: \$4,105,475.68
  - Operating Budget: \$5,423,286.00
  - Funding Sources by Department: 1,358
- Program - Animal Shelter Opera...** (Updated 20 days ago)
  - Operating: Number of Adoptions - City by Month: 5,356
  - Animal Shelter Operations & Programs: Annual Revenue by Month: 0.9
  - Operating: Total # of Adoptions: 6,000
- PLC Dashboard** (Updated a month ago)
  - Operating: Total # of Adoptions: 48,444
  - Animal Shelter: Annual Revenue: \$21,900,000.52
  - Operating: Total # of Adoptions: 17
- COVID-19 Tracking & Scenario ...** (Updated 2 months ago)
  - Operating: Total # of Adoptions: \$23,971,711.99
- Special Events Permitting** (Updated 3 months ago)
  - Operating: Total # of Adoptions: \$42,302,124.11
  - Operating: Total # of Adoptions: \$11,323.56
  - Operating: Total # of Adoptions: 202
- Mayor's Dashboard** (Updated 7 months ago)
  - Operating: Total # of Adoptions: \$2,019,805.71
  - Operating: Total # of Adoptions: 4,375.39
  - Operating: Total # of Adoptions: 225,478.34
- Controller Dashboard** (Updated 7 months ago)
  - Operating: Total # of Adoptions: 60
  - Operating: Total # of Adoptions: \$1,423,286.00
- (ACS) Economic Vitality Compa...** (Updated 7 months ago)
  - Operating: Total # of Adoptions: 35,274
  - Operating: Total # of Adoptions: 100.00%
  - Operating: Total # of Adoptions: \$423,962.00
- Councilmember Mulchay** (Updated 10 months ago)
  - Operating: Total # of Adoptions: \$25,502.46
  - Operating: Total # of Adoptions: \$42,302,124.11
  - Operating: Total # of Adoptions: 5,804
- Public Safety Dashboard** (Updated a year ago)
  - Operating: Total # of Adoptions: 70
  - Operating: Total # of Adoptions: 4,528
  - Operating: Total # of Adoptions: 46
- Public Safety** (Updated a year ago)
  - Operating: Total # of Adoptions: \$274,484.29
  - Operating: Total # of Adoptions: 48
  - Operating: Total # of Adoptions: 9.57
- Finance Director's Dashboard** (Updated a year ago)
  - Operating: Total # of Adoptions: \$1,761,442.97
  - Operating: Total # of Adoptions: \$7602,382.10
  - Operating: Total # of Adoptions: \$638,024.81

# Reporting & Transparency

Centralize reporting and align data with context for internal and external stakeholders

OpenGov Budgeting & Planning is powered by our robust **Reporting & Transparency** capabilities.

Built with a data-first mindset, OpenGov Budgeting & Planning includes unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. Trusted by hundreds of forward-thinking customers, OpenGov Reporting & Transparency provides a seamless connection between back-office capabilities and industry-leading communication tools – transforming better civic engagement from aspiration to reality.



## Reporting & Transparency Use Cases

- Interactive budget summary
- Community surveys
- Participatory budgeting
- Performance reporting
- Stakeholder engagement
- Citizen ideas/feedback portal
- Internal project coordination
- Emergency communication
- Strategic planning

# ATTACHMENT 1

## Present complex information that all parties can understand.

Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals. Gain at-a-glance insights with interactive dashboards, take action with customized alerts, or dive into the granular details for deeper analysis.



## Increase trust with broad community engagement.

Supplement public hearings with virtual town halls, capital project annotations, budget simulations, and online surveys that are easy and convenient. You can gather broader feedback from residents by reducing the barriers of involvement.

## Reduce reporting bottlenecks across your organization.

Free up your IT and Business Intelligence professionals with centralized reporting and immediate access to necessary day-to-day data for every department.

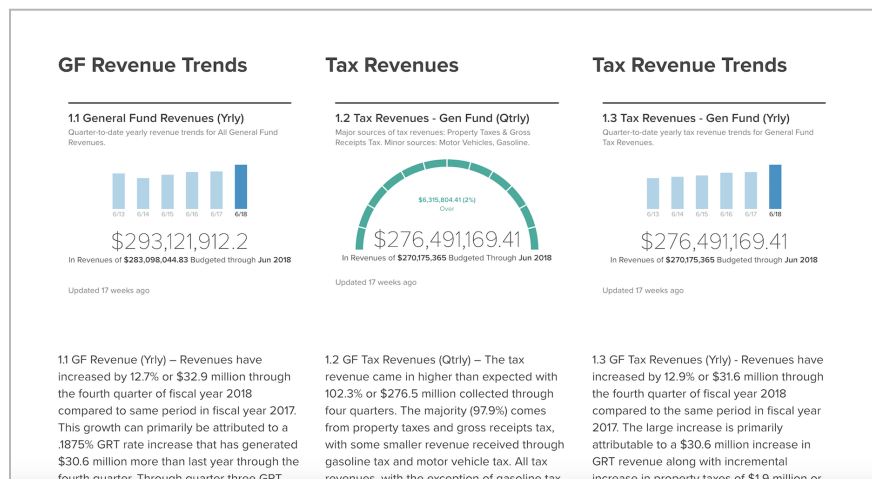


## Achieve your communications objectives.

Put your operating and strategic plans online in a way that your constituents can easily understand and even interact with. Tell the stories behind your data by quickly creating, editing, and publishing content in real-time, while easily incorporating feedback. Then, identify and analyze engagement by seeing the number of views, unique visitors, and social sharing metrics.

## Focus on performance to drive community outcomes.

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep external stakeholders updated on spending, performance, and progress.



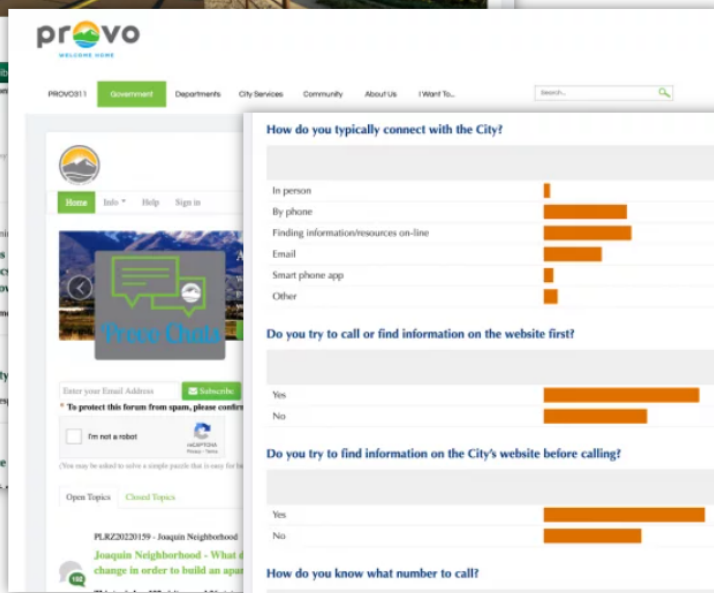
# ATTACHMENT 1

## Communicate clearly and increase transparency with stakeholders.

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

## Capture feedback online, at meetings, or on the go.

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls, mobile forms, or budget simulations.



## Additional Features

- **Share the data behind the news.** Visually dynamic tiles reveal the yearly, monthly or weekly breakdowns of your underlying report through pie charts, stacked bars, and summary tables.
- **Better project planning.** Fulfill public input requirements for grant applications and collect the public response you need to for planning large-scale projects.
- **Social media impact.** Share your published pages on Facebook, Twitter, Nextdoor, or LinkedIn and track your story's analytics in OpenGov.



"We're an [open book](#) when it comes to city finances. You want to see the last 10 years of expenditures? It's on our OpenGov portal."

**Kristina Alfaro**

Director of Administrative Services | City of Cupertino, CA

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"We saved 100 hours in annual budget work by transitioning to OpenGov Budgeting & Planning, including the publication of the budget document."

**Walter Rossman**

Deputy City Manager | City of Milpitas, CA



# Security & Reliability

## Physical and Environmental

The OpenGov Cloud platform is currently provisioned in the US East (Virginia) Region of Azure, which offers high speed and availability across the United States. Generally speaking, Azure infrastructure and cloud services are compliant with a number of industry-standard global frameworks such as CSA, ISO, and SOC and US frameworks such as NIST and FedRAMP.



## Scale



OpenGov's applications and infrastructure are designed to scale quickly and automatically in response to workloads, allowing us to provide a steady and predictable performance to our customers. OpenGov can simply provision additional compute and storage based on the requirements of our customers.

## Monitoring and Alerting

OpenGov assures reliable operation of its platform and applications using a tightly-integrated suite of industry-standard monitoring and alerting services (e.g. for availability, performance, security, logging, and metrics). These services are supported by optimized processes and expert operational teams that are available 24x7.



## Data Protection



OpenGov supports HTTPS using Transport Layer Security (TLS), an IETF standard cryptographic protocol, to provide end-to-end communications security for data that is fed to our platform. TLS is widely used for "encryption-in-transit" scenarios in internet communications and online transactions (e.g. by financial institutions).

Data stored in the OpenGov platform is encrypted "at rest" in the databases and storage using AES-256 (Advanced Encryption Standard with 256-bit keys). The use of AES is approved by NIST in its FIPS 197 publication. OpenGov Permitting & Licensing's databases are customer-specific, allowing for complete isolation and protection of data between clients.

## Application Protection

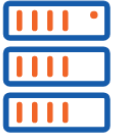
Application services and databases are configured to run in elastic containers with strict resource limits that prevent an unexpected or malicious activity in one service from affecting others. A minimum number of replicas of each service is deployed for high availability, and service replicas will automatically increase with high traffic to maintain fast performance.



OpenGov uses Continuous Integration (CI) and an industry-leading vulnerability analysis service to continuously and automatically scan its applications for vulnerabilities at every stage of their lifecycle, especially during pre-production. All code repositories are continuously scanned for known defects and vulnerabilities.

# ATTACHMENT 1

## Host Protection



Remote access to OpenGov's production cluster is strictly limited to OpenGov's Engineering personnel. OpenGov Permitting & Licensing uses Azure Managed App Services, which provide innate 24-hour malware protection. Barebones, Linux-based, or Windows-based operating systems are used on the hosts and are continuously monitored for vulnerabilities, and are seamlessly updated with security patches as soon as they are released.

## Authentication and Authorization

OpenGov offers Single Sign-On (SSO) and platform-local authentication mechanisms to its customers. In the latter scenario, OpenGov leverages an industry-leading security platform for authentication. The Permitting, Licensing, & Code Enforcement product suite uses Role-Based Access Control (RBAC) to authorize authenticated users to access and manipulate subsets of application data.



## Service Maintenance and Upgrade



OpenGov's multi-tenant SaaS cloud environment means that customers get software releases and updates at the same time with their community-specific configurations protected. Micro-releases are done regularly and major new features are rolled out quarterly, providing advance notice and enablement for our communities to maximize the value they drive from new enhancements. OpenGov platform updates are hassle-free and transparent to our customers.

## Organizational

OpenGov's policies and procedures are based on NIST 800-53 recommended controls. All OpenGov personnel are required to go through purpose-built information security and data privacy training upon joining and at least once yearly. Even though security is treated as a shared cross-functional responsibility, a dedicated operational team under the supervision of an Information System Security Officer oversees the entire security and compliance program at OpenGov.



# Qualifications & Experience

We take pride in our customer focus and realize that governing is one of the most challenging careers possible – that’s why we retain a passionate team that’s walked in your shoes – with backgrounds in public-sector finance, budgeting, procurement, and administration – because it’s critical to our ability to solve real problems, both in terms of our software development and customer service we deliver.

[The OpenGov Team](#) has over 500 years of combined public sector experience. From evaluating to implementing and supporting, we have government expertise at every step of the way.

## Mission-Driven Government Expertise

500+ Years of Combined Public Sector Experience

<p><small>CEO</small></p>  <p><b>ZAC BOOKMAN</b> Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces</p>	<p><small>Support Specialist: Financels</small></p>  <p><b>CHARITY HOLMAN</b> Former Deputy City Secretary at City of Westworth Village, Texas</p>	<p><small>Director, Solutions Engineering</small></p>  <p><b>Quint Pertzsch</b> Former GIS Coordinator at the City of Golden, Colorado</p>	<p><small>Implementation Consultant</small></p>  <p><b>ART TORRES, CPM</b> Former Chief Procurement Officer at California State University-San Bernardino</p>	<p><small>Solutions Engineer</small></p>  <p><b>SAMANTHA CHANDLER</b> Former Budget Coordinator at the State of Tennessee</p>	<p><small>Director, Solutions Engineering</small></p>  <p><b>SCOTT COBLE</b> Former Technology and Process Manager, OMB, at Montgomery County, Maryland</p>	<p><small>Manager, Implementation Consultants</small></p>  <p><b>ROBERTO RUIZ JR.</b> Former Sr. Budget Analyst at the Teacher Retirement System of Texas</p>
<p><small>Product Manager</small></p>  <p><b>CHRISTINE LIU</b> Former Financial Analyst at San Mateo County Transit District, CA</p>	<p><small>Sr. Director, Professional Services</small></p>  <p><b>ALMIS UDRYS</b> Former Assistant Chief Operating Officer at San Diego, California</p>	<p><small>Implementation Analyst</small></p>  <p><b>BOBBY WILLIAMS</b> Former Procurement Supervisor at Mesa Public Schools</p>	<p><small>Senior Solutions Engineer</small></p>  <p><b>GERROD FRANKLIN</b> Former Asst. Director of Community Engagement at the City of Fishers, IN</p>	<p><small>Solution Architect</small></p>  <p><b>AMBER MCCLURE, CPA</b> Former Chief Budget Officer at Escambia County, FL</p>	<p><small>Manager, Solution Architecture</small></p>  <p><b>MARK WELCH</b> Former Administrative Services Director at City of Ashland, Oregon</p>	<p><small>Director, Solutions Engineering</small></p>  <p><b>MONICA COOK</b> Former HHS Researcher at the Public Policy Institute of California (PPIC)</p>

 **OPENGOV** Confidential, Do not share

## Awards & Credentials

As mentioned above, OpenGov employees have over 500 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like [GFOA](#) and [ICMA](#). OpenGov has consistently appeared on the [GovTech 100 list](#) for several years, was named to the [2021 Top Workplaces USA](#) and most recently was named to the [Forbes 2022 list of America's Best Startup Employers](#). We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology SaaS industry.



## Company History

After witnessing the City of Palo Alto spend over \$10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,600 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Budgeting & Planning to transform their communities.

# Customer Stories

## From Good to Great: How The City of Pompano Beach Achieves Its Strategic Goals

The City of Pompano Beach began setting high-level goals in 2017 – as part of its Performance Program. The ambition of the Program is “to advance real progress in a time of austerity and to improve public confidence in local government’s ability to be effective.” The City set six high-level goals based on community engagement and feedback, ranging from being a preferred place to live to ensuring affordable city services. These do not change from year to year.

As part of this performance program, the budget team uses OpenGov’s Budget and Planning suite to create dashboards that allow decision-makers to easily evaluate department spending and to identify when minor course corrections are needed. Pompano Beach is now expanding the adoption of OpenGov to thirteen other government departments, which can easily collect and report on data via OpenGov’s robust reporting capability. Most importantly, these budget details and key metrics can now be shared easily and seamlessly with the community.

For the full story, [click here](#) to read how Pompano Beach achieves its strategic goals with OpenGov

### Customer Results

✓ **10 departments actively tracking key metrics**

✓ **Shared dashboards across departments**

✓ **75% of budget requests linked to objectives**

✓ **Greater accountability, fewer budget adjustments**



“The City Performance Program is currently in the process of identifying regular services, activities, and management processes that most effectively meet what Pompano Beach residents want from the City. OpenGov helps bring departments together and focus on what matters most.”

**Ernesto Reyes**

Strategic Performance Manager | Pompano Beach, FL

## Ashland, OR: Saving \$110k and Producing the First Interactive Budget Book with OpenGov

Before adapting to OpenGov's Budget and Planning Suite, the City of Ashland's budget process lacked the ability to provide detailed data in a timely manner, required multiple staff resources, and lacked transparency; creating a distrust with the public. After switching to OpenGov, the City transitioned from a budget process that involved three employees spending 80% of their business day over a three week period to just one, resulting in 67% time savings across the team. OpenGov's suite also resolved the need to hire a full time financial analyst, saving the City \$110k annually. The time and money saved allowed for the City to create the first ever interactive budget book, which greatly improved relationships with internal stakeholders and the public.

### Customer Results

✓ **Saving \$110K Annually (1 Financial Analyst FTE)**

✓ **Saved 3-4 Hours of Reporting Time Per Month**

✓ **67% Staff Time Savings for Preparing Budget**

✓ **Reduced Time Spent on Rework From 15% to 0%**



"OpenGov has been instrumental in enabling us to put all the data including line item details into the budget proposal and make it far easier to understand as the single source of truth. The technology innovation is why we've chosen to partner with OpenGov to drive our strategic vision forward."

**Mark Welch**

Administrative Services Director | City of Ashland, OR

## How the City of Alameda, CA Rewired the Budget Process to Reduce Manual Work, Improve Engagement, and Earn Distinction

Prior to OpenGov, Budget Manager Jennifer Tell described the City's budgeting process as "extremely rushed" while being "impossible" to find the details she needed to understand the budget as a big picture. As a team of one, Tell spent hours alone "hobbling along," as she described it, with an Excel workbook, attempting to derive meaning from hundreds of funds. Meanwhile, frustrated departments bombarded Tell with questions about why certain elements were so expensive. But without salary and fixed cost information for departments readily available, Tell lacked the supporting documentation necessary to justify costs.

Transitioning to a collaborative budgeting process has changed all that. Today, the budget is built entirely in a digital chart of accounts, where the Finance team showed how OpenGov Budgeting & Planning would result in labor savings, even when factoring in learning a new system. Plus, every piece of the budget, including documentation and reporting, is in one place for all to see. Data automatically refreshes every day so teams across departments can track their progress. This more streamlined budgeting process strengthened the Finance department's relationship with other departments across the City

Tell has noticed increased engagement with Council members during and outside meetings. With everything at her fingertips, she can tackle questions efficiently, even during the Council's virtual meetings. The same is true for community members and groups especially interested in the budget. Tell has met with community members to show them how to drill into financial information on their own when they have questions. As the City enters the next biennial budget cycle, Tell is delighted to know OpenGov's solution will help departments build a better budget.

For the full story, [click here](#) to read how Alameda rewired the budget process with OpenGov.

### Customer Results

✓ Time Savings

✓ Trust Across Departments

✓ Data Accuracy

✓ Award-Winning Budget Book



"Departments are now proactively reaching out. They see [the Finance Department] as a source of consulting."

**Jennifer Tell**

Database Technician | City of Alameda, CA

## The First Step Toward Strategic Budgeting for Winchester, Virginia

Winchester, VA, has approximately 28,000 residents, about 500 employees, and a budget slightly over \$200 million. Chief Financial Officer Mary Blowe’s team of seven acts as the fiscal agent for the court system, social services, the police department, and more. With OpenGov, her small finance team can effectively and accurately showcase performance on priorities with automatic daily data updates.

Using OpenGov, the finance team visually communicates the plan via an easy-to-understand web page that pulls data directly from a transparency portal. The plan lists the objectives and related actions for each goal and uses narrative text, dashboards, maps, photographs, graphics, and other components to illustrate how well the city is meeting its objectives.

“The objectives and performance measures are translated into bar charts or other visual options to graphically depict the story that you see online,” Blowe says. “If you’re talking about the additional linear feet of sidewalk concrete, for example, a nice picture of the City’s recent sidewalk work gives people a visual frame of reference. All the performance measures are in one place, and those stories are the way departments communicate internally, too.”

For the full story, [click here](#) to read how Winchester worked toward Strategic Budgeting with OpenGov

## Customer Results

✓ Trust

✓ Future Preparedness

✓ Improved Storytelling

✓ Internal Collaboration



“We’re a small locality that does a lot, as our community demands and deserves. I wanted something simple and effective, and we’ve managed to accomplish that with OpenGov.”

**Mary Blowe**

Chief Financial Officer | Winchester, VA

For more customer stories on how OpenGov’s solutions are driving success in communities around the country, please visit: <https://opengov.com/customers/>

# Professional Services Overview

## We Are Here to Support You

Your success as a customer is OpenGov's top priority. We recognize the challenge of adding a new software implementation project to your already full-to-the-brim schedule. We've invested heavily in the key drivers of the UCS's success so you can maximize the impact of your OpenGov software and arm you with insight, expertise, and industry-leading best practices.



### Experience

Our team of over 150 Professional Services experts have delivered over 1,600 successful projects - we have the experience to make your implementation a success.



### Expertise

OpenGov shares your mission of effective government - and deploys over 500+ years of previous public sector experience for your success.

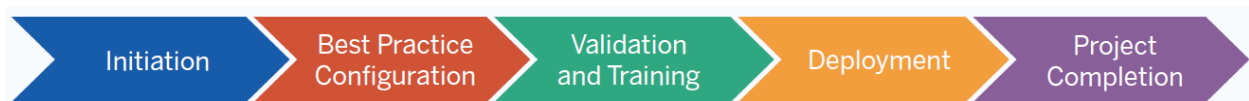


### Fully-Supported

No matter the expertise your project needs, our team of professionals are here to partner with you on even the most complex projects.

## OpenGov Deployment Methodology

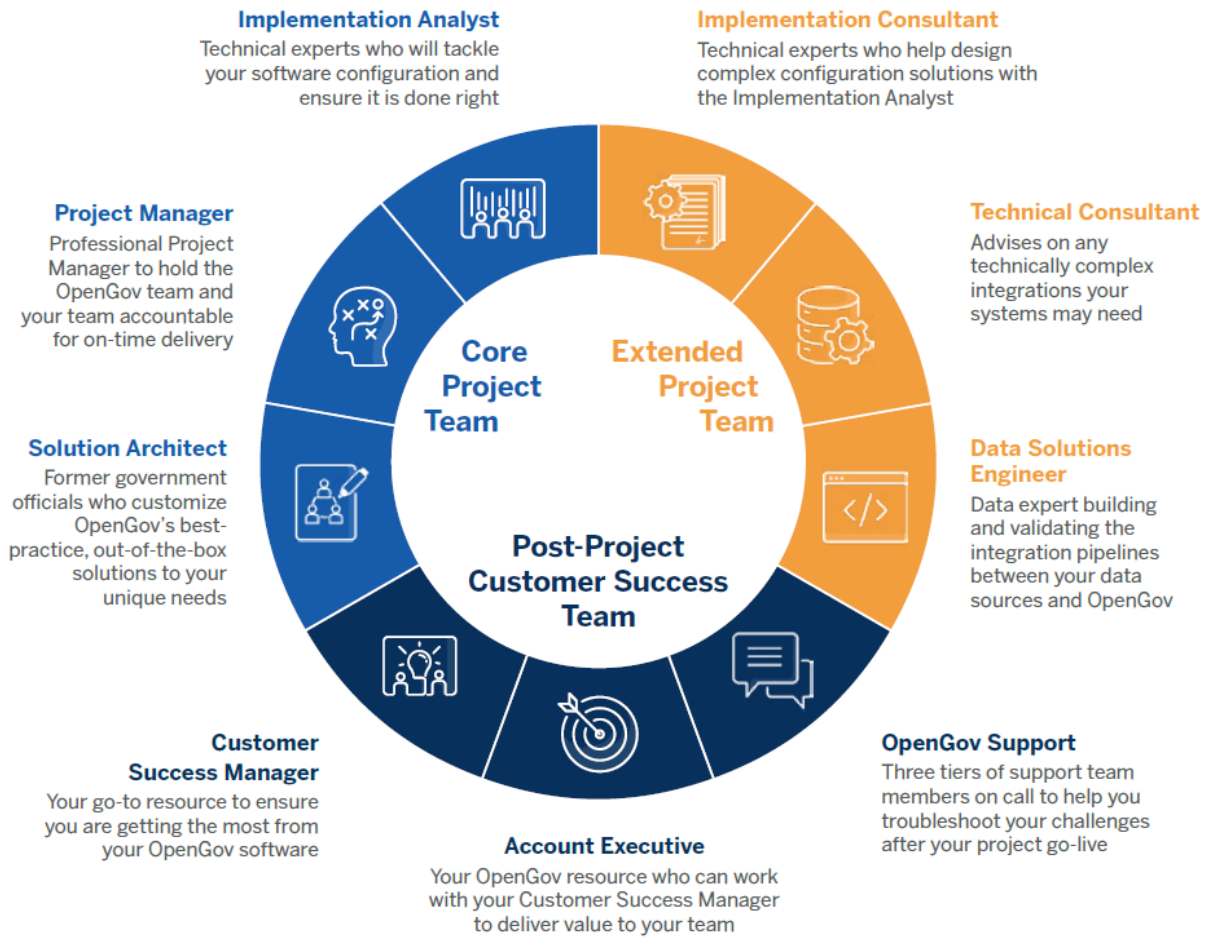
Our data-first deployment methodology is based on strategies that reduce your time to value, keep the project in motion and promote the leadership of you and your teams. To effectively deploy these strategies and keep the focus on outcomes, project progression, and your enablement, our methodology follows five key focus areas.



When you get OpenGov Professional Services, you get confidence in every step of your project. Our team's best practices ensure alignment, support, and documentation to build the foundation of a successful implementation and a software used in years to come. The OpenGov Deployment methodology prepares and enables your team for continued ownership of your OpenGov solution, made possible without dependency on IT or coding knowledge and with continued award-winning OpenGov Support.

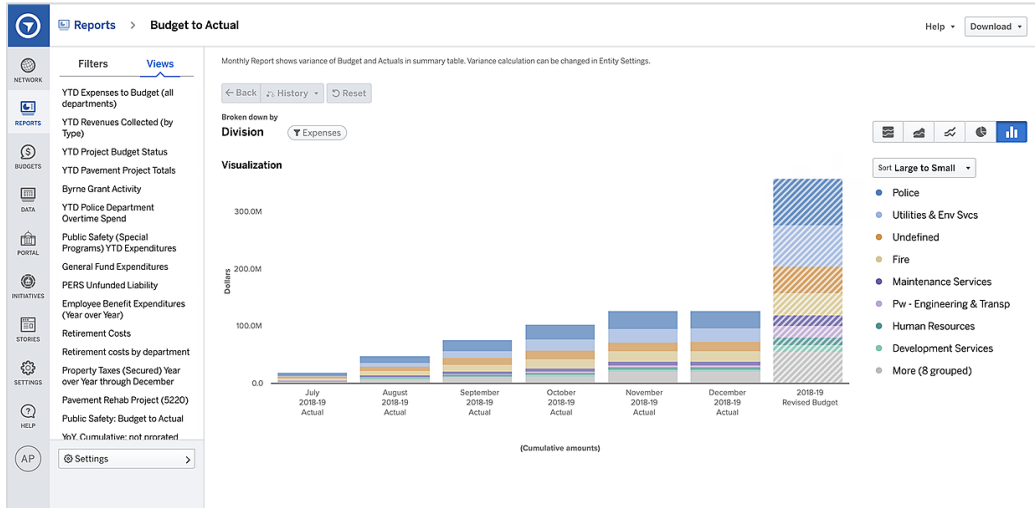
## Delivering Success During and After the Project

We recognize the challenge of adding a new software implementation project to your already full schedule. To ensure you derive the full value from OpenGov, we've researched and invested heavily in the key drivers of our projects' success. For each of those key drivers, from project management to technical problem solving to change management, we have team members with the corresponding expertise at the ready to support. Depending on your project's needs, you will have complete coverage and support to make the most from your OpenGov software during your implementation and beyond.



## Implementing Modern Budgeting

OpenGov enables your team to use modern, collaborative software to power your entire budget and planning cycle, from real-time forecast adjustments to long-range initiatives across your Operating Budget, Workforce Planning, Capital Planning, and Online Budget Book.



**Integrated and easily configurable Reporting with up-to-date financial data**

Budget Summary

Balance

Adjustments include all approved amounts

Period: FY22 Adopted Budget Approved

Base Revenues	\$44,914,705
Adjustments	\$162,728,640
<b>Revenues</b>	<b>\$207,643,345</b>
Base Expenses	\$45,594,474
Adjustments	\$5,294,238
<b>Expenses</b>	<b>\$50,888,713</b>
<b>Surplus</b>	<b>\$156,754,633</b>

Showing Expenses broken down by Departments

Phase	Proposals	Status	FY22 Adopted Budget Exp	FY22 Adopted Budget Rev	FY22 Adopted Budget Surplus/De
City Manager Review	<b>Administration Budget- Proposed</b>	IN PROGRESS	\$9,798,050 0.00%	\$0 0.00%	-\$9,798,050 0.00%
	<b>Administration Department</b> <small>The Administration Department is the executive group responsible for managing and coordinat</small>	IN PROGRESS	\$324,007 56.34%	\$68,500 0.00%	-\$255,507 -23.28%
	<b>Building Department</b> <small>The Building Department is houses costs and revenues for permitting, zoning, and development</small>	IN PROGRESS	\$763,536 -3.29%	\$41,914,705 0.00%	\$41,151,169 0.00%
	<b>Example</b>	IN PROGRESS	\$11,201,934 0.00%	\$0 0.00%	-\$11,201,934 0.00%
	<b>Fire Budget Enhancements</b>	IN PROGRESS	\$9,891,244 0.00%	\$0 0.00%	-\$9,891,244 0.00%
	<b>Fire Department</b>	IN PROGRESS	\$426,606 0.12%	\$0 0.00%	-\$426,606 -0.12%

**Operating Budget**

Back to: [All Workforce Plans](#)

## Workforce Plan

Positions Cost Elements SETTINGS

Select and update cost elements  
[New Element](#) [Reorder](#) [Save](#)

**Wage**

- Part Time Wage
- Over Time
- CDLA
- ARPA Premium Pay
- Vacation
- Uniform
- Union Fees
- Auto
- Dental
- EAP
- Life
- Vision

### Wage

**Overview**

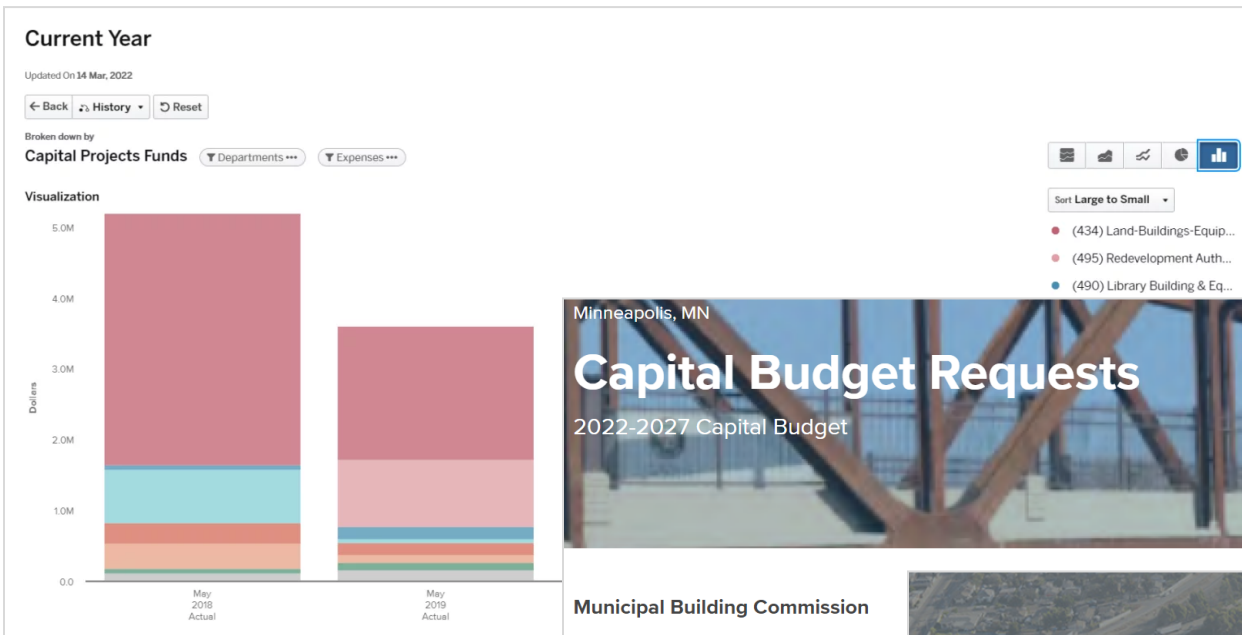
Name of Cost Element (required)  
 Category (required)

Description (required)

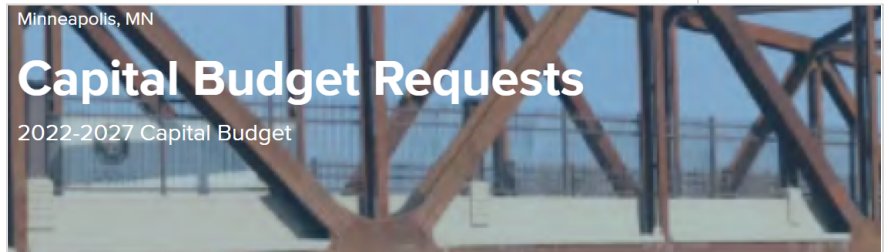
Value Type  Object Account Code (required)

Start Date Source

**Workforce Planning**



**Capital Planning Financials and Narratives**



**Municipal Building Commission**

- [MBC01 - Life Safety Improvements](#)
- [MBC02 - Mechanical Systems Upgrade](#)
- [MBC10 - Exterior Improvements](#)
- [MBC12 - Safety Improvements - Non-Stagework Areas](#)
- [MBC13 - 4th St Sidewalk/Exterior Light Poles Upgrade](#)
- [MBC15 - Elevator 12 Modernization](#)
- [MBC16 - Building-Wide Electrical Upgrades](#)

**Miscellaneous Projects**

- [ART01 - Art in Public Places](#)



Apply Online

**Capital Facilities New Project Request**

Online form and workflow to request new capital facilities projects and programs for review and approval for inclusion in the County of Santa Cruz Capital Improvement Plan (CIP).

Select

**Capital Facilities Continuing Project Request**

Online form and workflow to submit a ongoing capital facilities project request for review and approval for continuing inclusion in the County of Santa Cruz Capital Improvement Plan (CIP).

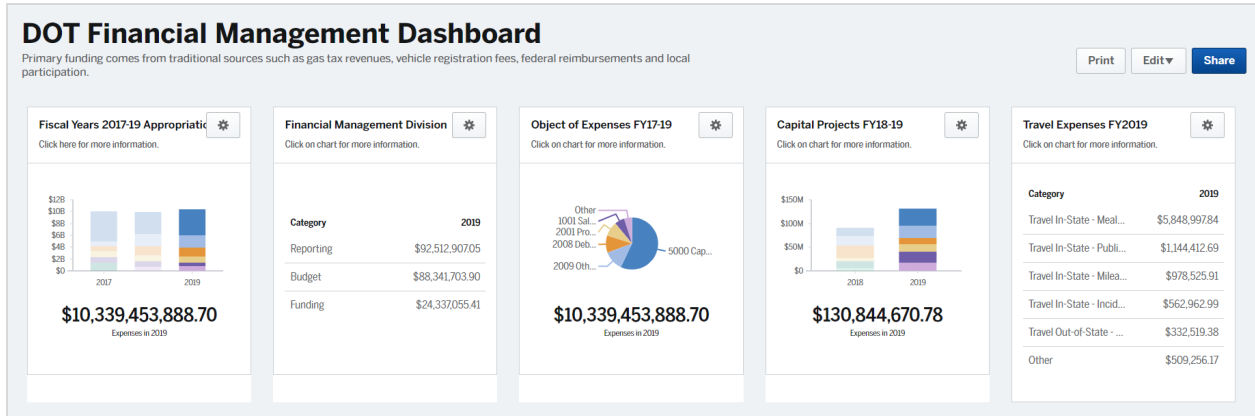
Select

**Capital Facilities Project Update Report**

Online form and workflow to submit a ongoing capital facilities project status update for continuing inclusion in the County of Santa Cruz Capital Improvement Plan (CIP).

Select

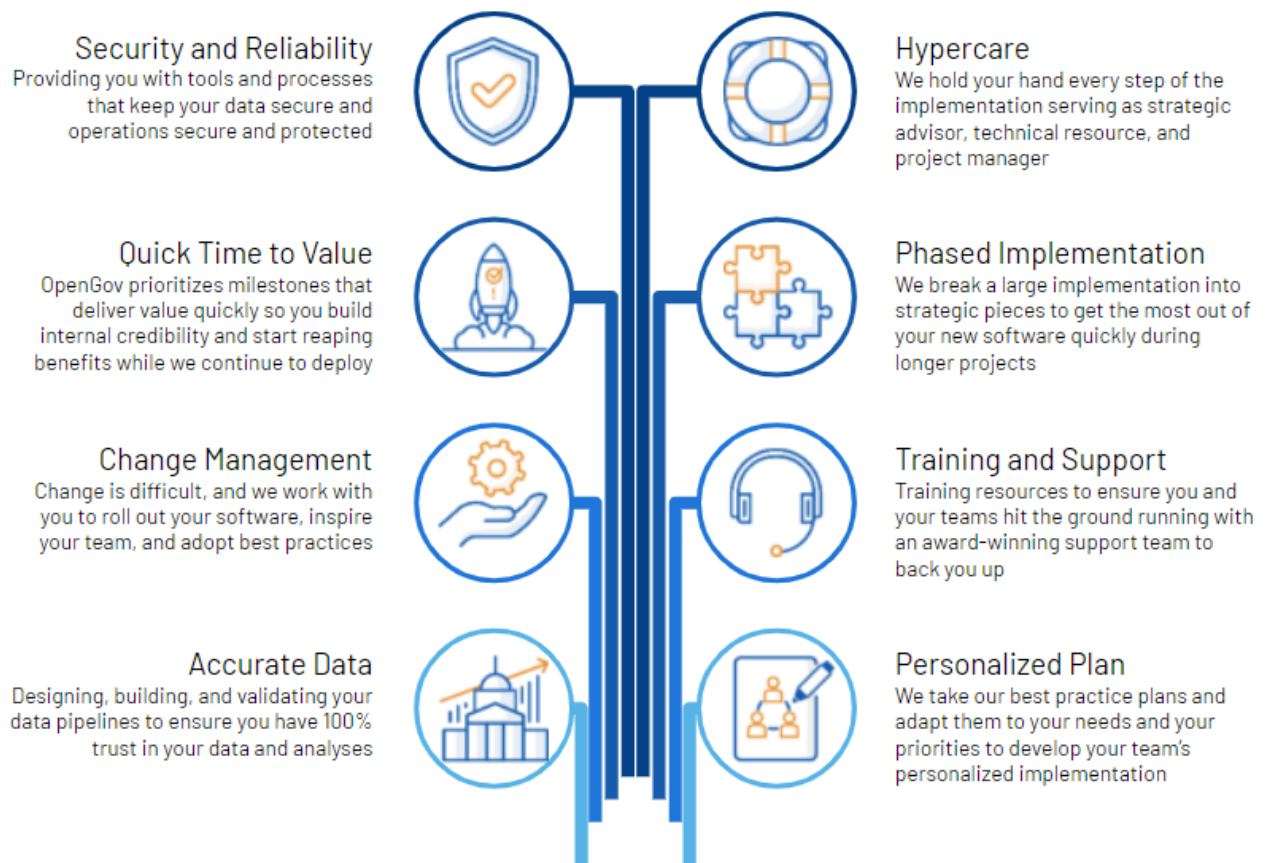
# ATTACHMENT 1



## Executive Dashboards with drill-down capabilities

### OpenGov Deployment Principles

Every implementation is based on our core principles and philosophy. OpenGov deploys all suites and solutions in alignment with these principles.



# ATTACHMENT 1

## Milestones of a Budget Implementation Project

We believe your implementation is the foundation for success with OpenGov. The OpenGov team will work with your municipality to understand your processes and requirements before you sign the dotted line, while providing data validation checkpoints throughout the entire process.

On the following page we have provided a visual representation of the key components of a Budgeting & Planning implementation project.

### Budget Configuration

During your operating budget engagement, the OpenGov deployment team will configure a budget instance to meet your requirements, configure reports to drive decision-making, conduct user acceptance testing to validate the configuration, and train administrators and users on the specifics they need to be successful.

### Capital Project Budget

As a part of the capital budget implementation, the OpenGov deployment team will configure a budget instance to meet your agency's requirements, configure reports to drive decision-making, validate the configuration, and train administrators and users on the specifics they need to be successful.

### Online Budget Book

During the Online Budget Book phase of your deployment, OpenGov will work with you to configure our standard templates to meet your agency's branding requirements and train you on how to build and publish your book online each year.

In a typical deployment, OpenGov will configure the repeatable templates that require OpenGov reports, such as the department and fund pages. This portion of the implementation can be tailored to your level of comfort: we can enable your team to create the remainder of your templates or contract the OpenGov team to create your entire Budget Book end to end, freeing up your time.



### Chart of Accounts Configuration

The OpenGov Chart of Accounts is the underlying foundation of everything financial done in OpenGov. OpenGov will provide a functional build of the Chart of Accounts based on your General Ledger Chart of Accounts, any project codes used for project budgeting or reporting, and any summary levels (such as fund type, function, object type, etc.). Your Chart of Accounts will be specific to your agency, not generic.

### Financial Integrations

OpenGov's Budgeting & Planning solution will include a financial integration from your financial system to OpenGov. As part of the integration, OpenGov will bring over up to 10 years of historical data. The integration will also be set up to bring in current year information automatically at an agreed upon cadence. We recommend you refresh your data nightly, however, OpenGov can set up a weekly or monthly cadence at your request. Our dedicated integrations team has years of experience integrating with financial systems.

### Workforce Budget

During a workforce planning engagement, the deployment team will review your cost elements, which are all the factors that drive the personnel budget such as salary, FICA, retirement plans, benefits, etc, and work with you to configure each cost element in the tool. Once the cost elements are configured, you will be able to generate a template to complete with their approved positions and position data. Once the template is complete, it will be uploaded into the system and then you will be able to validate the amounts are calculated correctly. Once the Workforce Plan is validated, it can be linked directly to a budget, and any time you need to make a change to your Workforce Plan, your budget will be automatically updated as well. A linked Workforce Plan also powers any position requests to give departments a more accurate view of additional position costs.

# OpenGov Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our support processes are designed to support you throughout your journey with OpenGov.

We have three main components to our philosophy for ensuring every customer is successful and happy:



**Access to our team of Government Solution Experts:** This team, composed of former government finance directors, chief information officers, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



**Customer Success:** Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.



**Customer Support:** OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

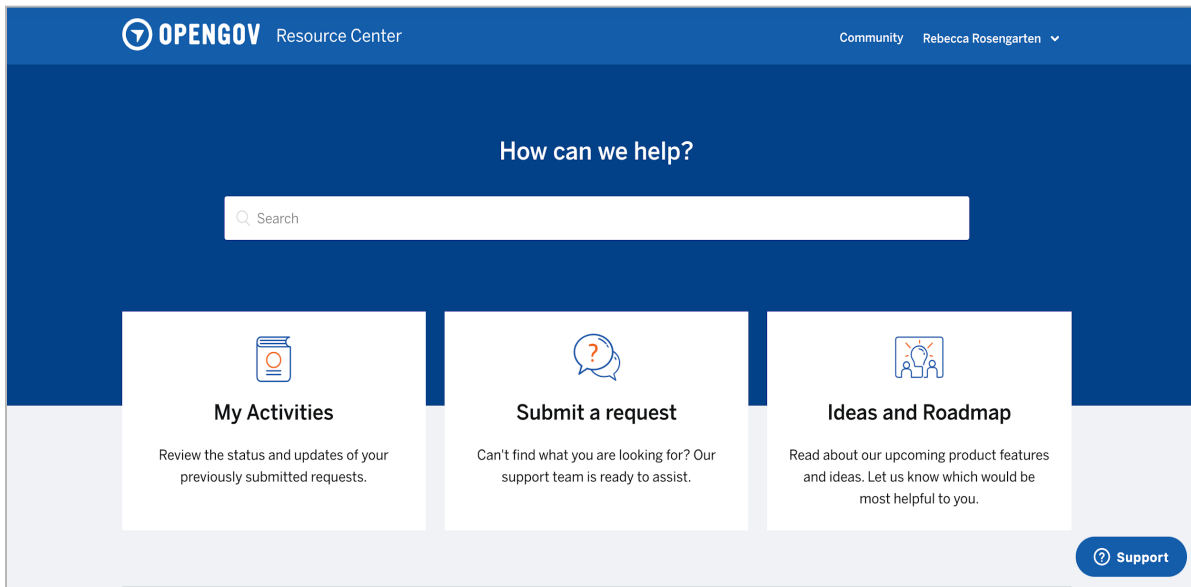
## Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!

# ATTACHMENT 1

- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.



If you are interested in additional support options, such as access to support outside of our standard business hours, improved SLAs, and a named Designated Contact, we also offer a Premium Support service. Premium support is recommended for customers who view their OpenGov solution as mission-critical and therefore require faster response times and a designated OpenGov contact.



“All of the staff at OpenGov are helpful and pleasant to deal with. I throw a lot of questions out there and every staff member is willing to help me work through every issue no matter how big or small.”

**City of Desert Hot Springs, CA**

# OpenGov Premium Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our processes are designed to support you at every step of your journey toward a more effective and accountable government.

OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support is intended for customers who view their OpenGov solution as mission-critical and therefore require expedited response times and a designated OpenGov contact.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓

\* Support Cases are defined as issues related to the OpenGov Software Services.

We have three main components to our philosophy for ensuring every customer is successful and happy:



**Access to our team of Government Solution Experts:** This team, comprised of former government finance directors, chief information officers, procurement directors, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov’s suites driving efficiency and outcomes for your agency.



**Customer Success:** Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.



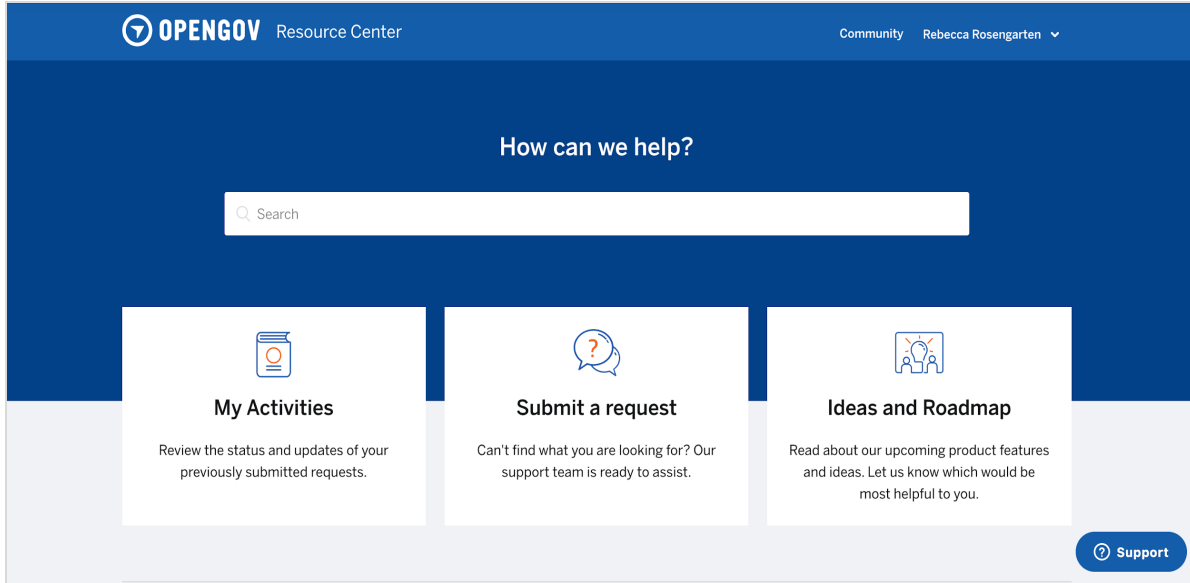
**Customer Support:** OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

## Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.

# ATTACHMENT 1



## Premium Support

Furthermore, OpenGov offers Premium Support to help organizations on their journey to successfully adopt OpenGov’s solution suites. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support’s designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

OpenGov’s Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.



“All of the staff at OpenGov are helpful and pleasant to deal with. I throw a lot of questions out there and every staff member is willing to help me work through every issue no matter how big or small.”

**City of Desert Hot Springs, CA**

# OpenGov University & Training

OpenGov is the leader in modern cloud software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves more than 1,600 agencies across the U.S.

**OpenGov University** helps your government staff become power-users of our software. With unlimited access to the tools below, your staff can easily adopt new features and ensure that best practices are followed when business processes are enhanced with our technology solutions. Access to OpenGov University includes:



## Training from OpenGov Experts

Walk through core functionality with your OpenGov deployment team as defined in the Statement of Work.



## OpenGov Resource Center

Read help articles, review company announcements, or chat with Support.



## Self-paced learning modules

Learn OpenGov product suites with on demand training in our learning management system.



## In-app guidance

Master your software with instructions and helpful hints offered while using the software.



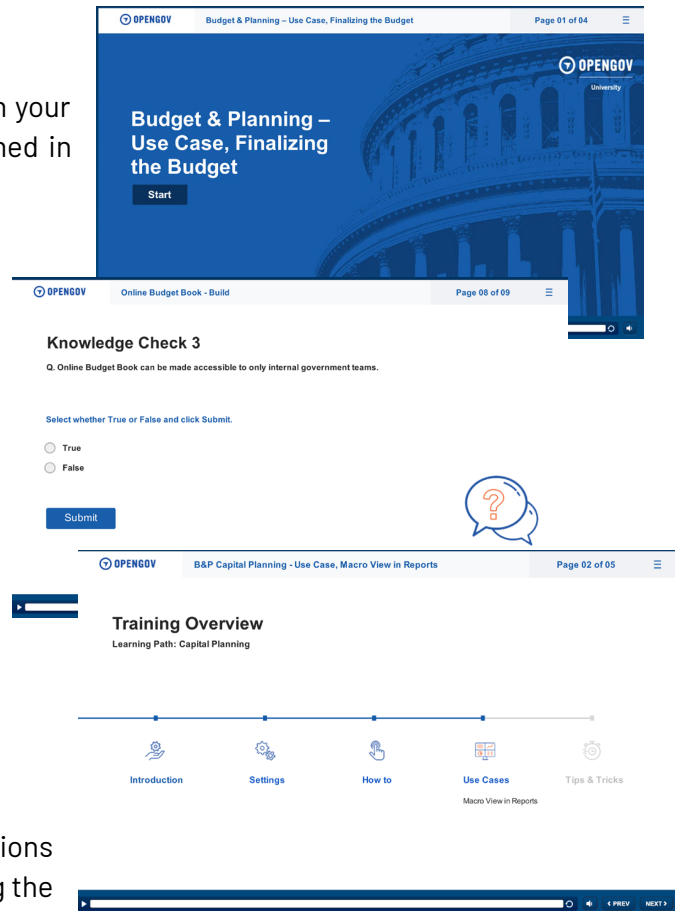
## Training Workshops

Access our recurring, virtual training series on product best practices.



## Live Training Events

Join OpenGov's hybrid or live trainings around the country.



## Benefits of OpenGov University

### Maximize your investment

Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.

### Successful Change Management

Shorten the time for a new team member to provide value to your department.

### Empower your teams

Develop confidence in working with OpenGov by understanding how to use our tools to best improve your team's effectiveness.

### Training that grows with you

Ensure that new employees have easily accessible training as both your team grows and as your future-proof technology investment evolves.

### Available on your schedule

On-demand training when you need it, to help get the entire team on the same page.

### Deliver modern software to your government

Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.



"I understand so much more about what we can do with the system after completing the OpenGov University classes, I am just so excited about the ways we are using all the features this year."

**Amelia Cruver**

Budget Director | City of Minneapolis, MN

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# Partnership Investment Summary

OpenGov’s pricing model consists of both a fixed fee annual subscription for the software and a one-time cost for the professional services component. Our Professional Services cost includes all phases of implementation: Initiation, Best Practices, Configuration, Validation, Deployment, and Project Completion. **OpenGov offers an unlimited user, unlimited usage pricing model, meaning customers are not limited to the number of users, logins, dashboards, reports or usage of data.** Rather, we charge an annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage, and have a predictable annual cost.

Item	Description	Cost	Payment Schedule
<b>Software Services</b>			
<b>Budgeting &amp; Planning Suite</b> Unlimited Users	Operating Budget Capital Planning Workforce Planning Online Budget Book	<b>Year 1 Prorated Oct 30 - June 30th \$39,088</b>	Annual
		<b>Year 2: \$61,564</b>	
		<b>Year 3: \$64,642</b>	
<b>Reporting &amp; Transparency</b> Unlimited Users	Reporting Dashboards Stories Community Feedback Surveys Transparency Portal Strategic Initiatives	<b>Included in Subscription Cost</b>	Annual
<b>Professional Services</b>			
<b>Software Implementation</b>	Initiation, Best Practices, Configuration, Validation, Deployment, and Project Completion of the above solutions (this includes a review and functional build of your Chart of Accounts into OpenGov).	<b>\$51,870 including 3 day onsite deployment</b>	One-Time

# ATTACHMENT 1

## Post-Deployment Training & Support

<b>OpenGov University</b> (Unlimited Users)	<p><b>OGU On-Demand:</b> Video-based online learning courses</p> <p><b>OGU Live:</b> a combination of virtual training sessions and in-person training events*</p> <p><b>Resource Center:</b> a written article knowledgebase</p>	<b>Included</b>	Annual
<b>Customer Success Manager</b>	Dedicated human resource to support your journey as an OpenGov user with training, adoption, best practices, and general assistance throughout the OpenGov partnership	<b>Included</b>	Annual
<b>Total</b>			
<b>Year 1</b>	<b>\$90,958</b>		
<b>Year 2</b>	<b>\$61,564</b>		
<b>Year 3</b>	<b>\$64,642</b>		

*Implementation services pricing is subject to change based on the opportunity for OpenGov to scope your full solution needs.*

*All OpenGov contracts include an Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.*

*\*In Person Training is available at an additional cost.*

For a complete description of all solutions and add ons please refer to the table below.

# ATTACHMENT 1

Products & Services	Description
<p><b>Budgeting &amp; Planning Suite</b> Unlimited Users</p>	<p><b>Operating Budget:</b> Liberate your budgeting from disparate spreadsheets with a unified process that seamlessly ties spending to desired outcomes.</p> <p><b>Workforce Planning:</b> Simplify planning for your most complex and important cost with scenario analysis, advanced calculations, and integrated budget requests.</p> <p><b>Capital Planning:</b> Forecast long-term capital expenditures, manage proposals, track performance, and easily keep the public informed of progress.</p> <p><b>Online Budget Book:</b> Publish a fully interactive, easily digestible online budget book that makes future publications vastly more repeatable.</p>
<p><b>Reporting &amp; Transparency</b> Unlimited Users</p>	<p><b>Analysis &amp; Dashboards:</b> Present complex information that the public, elected officials, departments, and administration can understand with at-a-glance insights and interactive dashboards.</p> <p><b>Stories:</b> Communicate and track strategic initiatives effortlessly with a simple drag-and-drop web-page builder and customizable themes that make it easy for board members and residents to digest key narratives.</p> <p><b>Community Feedback Surveys:</b> Solicit citizen feedback, run public meetings, virtual council chambers, and budget simulations using robust forms, surveys, reports, and tools for curated feedback and compliant voting.</p> <p><b>Performance Measures:</b> Sharpen your focus on outcomes by establishing and tracking relevant KPIs to keep stakeholders updated on spending, initiatives, and operations.</p>
<p><b>Multi-Approval Workflows for Finance</b></p>	
<p><b>Software Implementation</b></p>	<p>Deployment of the Software Services, including project management, implementation, configuration, testing, report development, interface development, and go-live.</p>

## ATTACHMENT 1

<b>Standard Support</b>	Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support.
<b>Premium Support</b>	OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support Customers receive increased response times and a designated OpenGov contact.
<b>OpenGov University (OGU)</b>	Training from OpenGov experts, OpenGov Resource Center, self-paced learning modules, training workshops, live training events.

# OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

## 1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at [opengov.zendesk.com](https://opengov.zendesk.com).
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

## 2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at [opengov.com/service-sla](https://opengov.com/service-sla), as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. Professional Services
  - 2.3.1. If OpenGov or its authorized independent contractors provides professional services

## ATTACHMENT 2

to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

### 3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### 4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data

## ATTACHMENT 2

analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

### 5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no

## ATTACHMENT 2

event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

### 6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends (“Initial Term”), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new “Renewal Term”) unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party’s option) return or delete any of the other party’s Confidential Information in its possession.

### 7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
  - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer’s designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
  - 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
  - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.
  - 7.1.4. Customer Delays; On Hold Fee.

## ATTACHMENT 2

- 7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.
- 7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.
- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement

## ATTACHMENT 2

are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

### 8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
  - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
  - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
  - 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### 9. Limitation of Liability

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- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

### 10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any

## ATTACHMENT 2

other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

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<i>Signatures</i>	
<b>Customer:</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>	<b>OpenGov, Inc.</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** October 24, 2023

**SUBJECT:** Approve the sale of two City Owned properties located at 514 W. Ganson and 518 W. Ganson to Fresh Start Real Estate Services, LLC.

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Recommendation: Approve the sale of City owned property located at 514 W. Ganson and 518 W. Ganson to Fresh Start Real Estate Services, LLC for the purpose of building two new, single family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.

Attached is a report from Lisa Moutinho. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Lisa Moutinho, Administrative Assistant to the City Manager

**DATE:** October 24, 2023

**RECOMMENDATION:** Approve the sale of City owned properties located at 514 W. Ganson and 518 W. Ganson to Fresh Start Real Estate Services, LLC, and authorize the City Attorney to prepare property transfer documents; authorize the City Manager to sign property transfer documents.

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### SUMMARY

The City of Jackson proposes to sell two parcels of vacant land located at 514 W. Ganson and 518 W. Ganson to Fresh Start Real Estate Services, LLC, for the purpose of building two, single family homes.

### HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Fresh Start Real Estate Services, LLC and the City of Jackson. Fresh Start would like to purchase the vacant lots at 514 W. Ganson and 518 W. Ganson to build a single family home on each lot. City staff is proposing for the Council to sell the vacant lots subject to a Development Agreement.

The City sold Fresh Start four parcels in February, 2023 for the purpose of single family, new home construction. Those homes were complete and sold by August of 2023. Two additional parcels were approved by Council and sold in September, 903 W. Ganson and 619 Center; construction has commenced and both homes have been pre-sold.

If Fresh Start Real Estate Services, LLC were to default on the terms of the Development Agreement, and not cure the default in the proper amount of time, then the property would revert to City ownership.

### POSITIONS

Requested action is for City Council to approve the sale of 514 W. Ganson and 518 W. Ganson to Fresh Start Real Estate Services, LLC for the purpose of construction of one, single family home per lot.

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**PROPERTY TRANSFER AND  
DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and Fresh Start Real Estate Services, L.L.C., a Michigan limited liability company ("Developer"), whose principal address is 5153 Stone River Road, Jackson, Michigan 49201.

**WITNESSETH:**

**WHEREAS**, Developer seeks to acquire two (2) vacant parcels owned by the City for the purpose of building a single family home on each lot;

**WHEREAS**, the two (2) vacant parcels are located at 514 W. Ganson, Parcel No. 2-113100000 and 518 W. Ganson, Parcel No. 2-113200000; (collectively referred to as the "Properties"), all of which are more particularly described as:

**See Exhibit A, attached hereto**

**WHEREAS**, the parties desire to ensure that the construction of the single family homes will take place, and set forth the terms of this Agreement.

**WHEREAS**, Developer will abide by the terms set forth in this agreement and pay the City, THREE HUNDRED DOLLARS and 00/100 (\$300.00) for EACH of the Properties in consideration for the City transferring ownership of the Properties to Developer; and

**WHEREAS**, this Agreement is being entered into between the parties to transfer the Properties and establish requirements on Developer to develop the Properties as described herein. This Agreement establishes that Developer will release its rights and transfer the Properties back to the City in accordance with the terms of this Agreement if the Developer defaults and fails to cure the default.

**WHEREAS**, City is agreeable to this request, on the terms and conditions set forth below:

**NOW, THEREFORE**, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. TRANSFER OF PROPERTY. City agrees to sell and Developer agrees to purchase the Properties subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No objections to the marketability of the Properties may be made by Developer after the execution of this Agreement. Upon execution of this Agreement, by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Properties to Developer by quit claim deed.
3. CLOSING. The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.
4. POSSESSION. Developer shall be entitled to possession of the Properties upon the close of the sale.
5. CONDITION OF THE PROPERTIES. Developer acknowledges and agrees that the Properties are being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Properties. Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer acknowledges receipt of this form and certifies its accuracy prior to closing.
6. DEVELOPMENT CRITERIA.
  - A. CODE COMPLIANCE. If and when Developer obtains title, it will construct single family homes in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.
  - B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.
  - C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct the single family structures on the Properties.
  - D. SPECIFIC DEVELOPMENT CRITERIA.

- i. “Commencement of the Development” means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Properties has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Properties.
  - ii. Developer must comply with the following if and when Developer obtains title to the Properties:
    - a). Commencement of Development must occur within six (6) months from the date of execution of this Agreement;
    - b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;
    - c). Completion of Development for the Properties must occur within eighteen (18) months from the date of execution of this Agreement;
  - iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Properties by prior to transfer of deed.
- E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
- F. CITY’S DEVELOPMENT OBLIGATIONS. In order to facilitate the development of the Properties, after closing the City agrees to provide the necessary extension of the public water line from the street to the foundation; any required curb cuts

from the street to provide lot/driveway access, not including the apron; and the planting of street trees in the City right-of-way at the Developer's request if a tree(s) do not currently exist, which shall be of a type/species of the City's choosing; and will excavate and leave open ditches for Developer to install sewer lines and hookups which sewer line will be extended to the edge of the public right-of-way. The City shall further repair any damaged or lifted sidewalk adjacent to the Properties that constitute a hazard or sidewalk that is deteriorated or broken due to City construction as determined in the sole discretion of the City's Chief Building Official and/or Director of Public Works.

7. **DEFAULT BY DEVELOPER.** Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues such cure thereafter. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above.
8. **REVERSION OF PROPERTIES TO THE CITY.** The Properties shall revert back to the City of Jackson by way of a Quit Claim deed signed by the Developer to the City if any of the following occurs:
  - (a). Developer fails to pay property taxes or assessments when due and remains past due for ninety (90) days or more;
  - (b). A default occurs as described in Paragraph 7;
  - (c). Developer fails to abide by the City of Jackson's Code of Ordinances, and be found responsible for violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City; Or
  - (d). Developer uses the Property, for any length of time, for any use other than residential.

If the Property reverts back to the City, Developer shall pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

9. TAXES, UTILITIES, AND ASSESSMENTS. After acquiring title to the Properties, Developer must pay the yearly payment in lieu of taxes amount, assessments, utilities, and outstanding debts related to the Properties when such become due.
10. FORCE MAJEURE: Neither City or Developer shall be considered in default of this Agreement to the extent that strict compliance or performance of any obligation, duty, or deadline is prevented by an act of God, fire, or vandalism, and either party may request in writing an extension of any applicable deadline.
11. CHANGE OF OWNERSHIP INTEREST. During the term of this Agreement and except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Properties or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.
12. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
13. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Properties or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
14. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
15. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with

delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

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

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

If to Developer, to: Fresh Start Real Estate Services, L.L.C.  
5153 Stone River Road  
Jackson, Michigan 49201  
Attn: Michael Filas

16. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence, City's negligence, Developer's and City's combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence.
17. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement,

or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
19. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
20. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
22. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF JACKSON

By \_\_\_\_\_  
Jonathan Greene  
City Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Greene, City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_, Notary Public  
Jackson County, Michigan  
My commission expires \_\_\_\_\_

**DEVELOPER**

Fresh Start Real Estate Services, L.L.C.,  
a Michigan limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_,  
2023, by \_\_\_\_\_, \_\_\_\_\_ of Fresh Start Real Estate Services, L.L.C., a  
Michigan limited liability company on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Jackson County, Michigan  
My commission expires \_\_\_\_\_

**Exhibit A**

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

**514 W. Ganson Street, Jackson, MI 49202**

Property Parcel No. 2-113100000

Property Description: LOT 9 BLK 2 SEATON'S ADD

**518 W. Ganson Street, Jackson, MI 49202**

Property Parcel No. 2-113200000

Property Description: LOT 10 EX N 14 FT BLK 2 SEATON'S ADD

**Exhibit B**  
LEAD BASED PAINT DISCLOSURE

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** October 24, 2023

**SUBJECT:** Approve the sale of a City Owned properties located at Fourth & Sulgrave to Paragon Building Company, LLC.

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Recommendation: Approve the sale of City owned property located at Fourth & Sulgrave (parcel no. 3-323300000) for the purpose of building one new, single family home. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.

Attached is a report from Lisa Moutinho. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Lisa Moutinho, Administrative Assistant to the City Manager

**DATE:** October 24, 2023

**RECOMMENDATION:** Approve the sale of City owned property located at Fourth & Sulgrave (parcel no. 3-323300000) to Paragon Building Company LLC, and authorize the City Attorney to prepare property transfer documents; authorize the City Manager to sign property transfer documents.

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### SUMMARY

The City of Jackson proposes to sell one parcel of vacant land located at Fourth and Sulgrave (parcel no. 3-323300000), for the purpose of building one, single family home.

### HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Paragon Building Company LLC and the City of Jackson. Paragon would like to purchase the vacant lot at Fourth and Sulgrave to build a single family home. City staff is proposing for the Council to sell the vacant lot subject to a Development Agreement.

If Paragon Building Company LLC were to default on the terms of the Development Agreement, and not cure the default in the proper amount of time, then the property would revert to City ownership.

### POSITIONS

Requested action is for City Council to approve the sale of Fourth and Sulgrave (parcel no 3-323300000) to Paragon Building Company LLC for the purpose of construction of one, single family home.

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**PROPERTY TRANSFER AND  
DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and Paragon Building Company LLC, a Michigan Limited Liability Company ("Developer"), whose principal address is 317 S. Elm, Suite 206. Owosso, Michigan 48867.

**WITNESSETH:**

**WHEREAS**, Developer seeks to acquire one (1) vacant parcel owned by the City for the purpose of building a single family home;

**WHEREAS**, the one (1) vacant parcel is located on Fourth Street, Parcel No. 3-323300000; (collectively referred to as the "Property"), of which is more particularly described as:

**See Exhibit A, attached hereto**

**WHEREAS**, the parties desire to ensure that the construction of the single a family home will take place, and set forth the terms of this Agreement.

**WHEREAS**, Developer will abide by the terms set forth in this agreement and pay the City, THREE HUNDRED DOLLARS and 00/100 (\$300.00) for the Property in consideration for the City transferring ownership of the Property to Developer; and

**WHEREAS**, this Agreement is being entered into between the parties to transfer the Property and establish requirements on Developer to develop the Property as described herein. This Agreement establishes that Developer will release its rights and transfer the Property back to the City in accordance with the terms of this Agreement if the Developer defaults and fails to cure the default.

**WHEREAS**, City is agreeable to this request, on the terms and conditions set forth below:

**NOW, THEREFORE**, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. TRANSFER OF PROPERTY. City agrees to sell and Developer agrees to purchase the Property subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No objections to the marketability of the Property may be made by Developer after the execution of this Agreement. Upon execution of this Agreement, by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.
3. CLOSING. The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.
4. POSSESSION. Developer shall be entitled to possession of the Property upon the close of the sale.
5. CONDITION OF THE PROPERTY. Developer acknowledges and agrees that the Property is being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Property. Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer acknowledges receipt of this form and certifies its accuracy prior to closing.
6. DEVELOPMENT CRITERIA.
  - A. CODE COMPLIANCE. If and when Developer obtains title, it will construct one single family home in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.
  - B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.
  - C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct the single family structures on the Property.
  - D. SPECIFIC DEVELOPMENT CRITERIA.

- i. “Commencement of the Development” means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Property has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Property.
  - ii. Developer must comply with the following if and when Developer obtains title to the Property:
    - a). Commencement of Development must occur within six (6) months from the date of execution of this Agreement;
    - b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;
    - c). Completion of Development for the Property must occur within twelve (12) months from the date of execution of this Agreement;
  - iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Property by prior to transfer of deed.
- E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
- F. CITY'S DEVELOPMENT OBLIGATIONS. In order to facilitate the development of the Property, after closing the City agrees to provide the necessary extension of the public water line from the street to the foundation; any required curb cuts from

the street to provide lot/driveway access, not including the apron; and the planting of street trees in the City right-of-way at the Developer's request if a tree(s) do not currently exist, which shall be of a type/species of the City's choosing; and will excavate and leave open ditches for Developer to install sewer lines and hookups which sewer line will be extended to the edge of the public right-of-way. The City shall further repair any damaged or lifted sidewalk adjacent to the Property that constitute a hazard or sidewalk that is deteriorated or broken due to City construction as determined in the sole discretion of the City's Chief Building Official and/or Director of Public Works.

7. **DEFAULT BY DEVELOPER.** Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues such cure thereafter. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above.
8. **REVERSION OF PROPERTY TO THE CITY.** The Property shall revert back to the City of Jackson by way of a Quit Claim deed signed by the Developer to the City if any of the following occurs:
  - (a). Developer fails to pay property taxes or assessments when due and remains past due for ninety (90) days or more;
  - (b). A default occurs as described in Paragraph 7;
  - (c). Developer fails to abide by the City of Jackson's Code of Ordinances, and be found responsible for violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City; Or
  - (d). Developer uses the Property, for any length of time, for any use other than residential.

If the Property reverts back to the City, Developer shall pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

9. TAXES, UTILITIES, AND ASSESSMENTS. After acquiring title to the Property, Developer must pay the yearly payment in lieu of taxes amount, assessments, utilities, and outstanding debts related to the Property when such become due.
10. FORCE MAJEURE: Neither City or Developer shall be considered in default of this Agreement to the extent that strict compliance or performance of any obligation, duty, or deadline is prevented by an act of God, fire, or vandalism, and either party may request in writing an extension of any applicable deadline.
11. CHANGE OF OWNERSHIP INTEREST. During the term of this Agreement and except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Property or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.
12. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
13. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
14. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
15. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with

delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

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

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

If to Developer, to: Paragon Building Company LLC  
317 S. Elm, Suite 206  
Owosso, Michigan 48867  
Attn: Mike Tooman

16. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence, City's negligence, Developer's and City's combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence.
17. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement,

or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
19. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
20. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
22. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF JACKSON

By \_\_\_\_\_  
Jonathan Greene  
City Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Greene, City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_, Notary Public  
Jackson County, Michigan  
My commission expires \_\_\_\_\_

**DEVELOPER**

Paragon Building Company LLC  
a Michigan Limited Liability Company

\_\_\_\_\_  
By: Mike Tooman  
Its: Owner

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Mike Tooman, owner of Paragon Building Company LLC, a Michigan Limited Liability Company on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Jackson County, Michigan  
My commission expires \_\_\_\_\_

**Exhibit A**

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

**Fourth Street**

Property Parcel No. 3-323300000

Property Description: LOT 1 ALGERVILLE SUB DIV

**Exhibit B**  
LEAD BASED PAINT DISCLOSURE

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** **Change Order 3 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc.**

---

**Recommendation:**

**Approve Change Order 3 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$25,670.32 for the repair of sidewalks surrounding the newly installed streetlights on Wildwood Avenue between Edward Street and Lydia Street, 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 3 to the 2023 HMA Pavement Patching 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:** October 24, 2023

**RECOMMENDATION:** Approve Change Order 3 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$25,670.32 for the repair of sidewalks surrounding the newly installed streetlights on Wildwood Avenue between Edward Street and Lydia Street, and authorize the City Manager and City Engineer to execute the appropriate document.

### SUMMARY

The attached Change Order 3 will add items for the repair of sidewalks surrounding the newly installed streetlights on Wildwood Avenue between Edward Street and Lydia Street.

### BUDGETARY CONSIDERATIONS

This change order represents an increase of \$25,670.32, bringing the current contract amount to \$293,852.48

### HISTORY, BACKGROUND and DISCUSSION

On May 23, 2023, City Council approved the award of a contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$141,681.05. The original contract was for HMA cold milling and HMA paving to patch sections of failing pavement on the travel lanes on West Avenue between Fourth Street and Griswold Street and on Brown Street between Michigan Avenue and Daniel Road

On August 15, 2023 City Council Approved Change Order No. 1 in the amount of \$39,923.75 for asphalt pavement patching in City of Jackson Parking Lot #21 located on Blackstone Street between W. Michigan Avenue and Pearl Street. The contract amount after the approval of Change Order No. 1 was \$181,604.80.

On August 15, 2023 City Council Approved Change Order No. 2 in the amount of \$86,577.36 for the repair of a collapsed sanitary sewer and manhole located on Page Avenue at the intersection of Elm Avenue. The contract amount after the approval of Change Order No. 1 was \$268,182.16.

### DISCUSSION OF THE ISSUE

As part of the agreement with Jackson Public Schools surrounding the purchase of Wilson School by the City of Jackson, additional streetlights were to be installed on the south side of Wildwood Avenue across from Jackson High School. During the planning for the installation of these streetlights it was determined that a gas main ran in the greenbelt, obstructing the ideal location for the streetlights to be installed. It was determined the only option to complete the installation was to remove a portion of the sidewalk at each installation site and then divert the sidewalk around the streetlight. The streetlights have been installed and the sidewalks now require rerouting and repair.

### POSITIONS

I request approval of Change Order 3 and authorization for the City Manager and the City Engineer to sign the document.

Attachments

**CHANGE ORDER NO. 3  
To Contract for  
2023 HMA Pavement Patching  
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.

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$ 141,681.05</b>
<b>APPROVED CHANGE ORDER NO. 1</b>	<b>\$ 39,923.75</b>
<b>CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1</b>	<b>\$ 181,604.80</b>
<b>CHANGE ORDER NO. 2</b>	<b>\$ 86,577.36</b>
<b>CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2</b>	<b>\$ 268,182.16</b>
<b>CHANGE ORDER NO. 3</b>	<b>\$ 25,670.32</b>
<b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3</b>	<b>\$ 293,852.48</b>

**REASON FOR CHANGE:**

To repair sidewalks at the newly installed streetlight poles on Wildwood Avenue.

**CONTRACT COMPLETION:**

The contract completion date is unchanged.

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

ACCEPTED BY:

\_\_\_\_\_  
Bailey Excavating

\_\_\_\_\_  
Date:

ACCEPTED BY:

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

\_\_\_\_\_  
Date:

ACCEPTED BY:

\_\_\_\_\_  
Jonathan Greene, City Manager

\_\_\_\_\_  
Date:

**ENG23-03 HMA PAVEMENT PATCHING CONTRACT  
CHANGE ORDER NUMBER 3  
WILDWOOD AVE SIDEWALK REPAIR**

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
	1500001	Mobilization, HMA Patching	0.00	5,000.00	5,000.00	LSUM	\$ 1.00	\$ 5,000.00	\$ -
	2040055	Sidewalk Removal	0.00	128.00	128.00	SYD	\$ 19.84	\$ 2,539.52	\$ -
	2047001	Pavement Sawcut	0.00	96.00	96.00	LF	\$ 5.30	\$ 508.80	\$ -
	8030044	Sidewalk Concrete 4"	0.00	1,152.00	1,152.00	SFT	\$ 10.40	\$ 11,980.80	\$ -
	8030046	Sidewalk Concrete 6"	0.00	50.00	50.00	SFT	\$ 12.20	\$ 610.00	\$ -
	8120035	Channelizing Device, 42 inch Flourescent, Furn	0.00	100.00	100.00	EA	\$ 15.76	\$ 1,576.00	\$ -
	8120036	Channelizing Device, 42 inch Flourescent, Oper	0.00	100.00	100.00	EA	\$ 1.00	\$ 100.00	\$ -
	8120350	Sign, Type B, Temp, Prismatic,Furn	0.00	160.00	160.00	SFT	\$ 6.45	\$ 1,032.00	\$ -
	8120351	Sign, Type B, Temp, Prismatic,Oper	0.00	160.00	160.00	SFT	\$ 1.00	\$ 160.00	\$ -
	8167011	Turf Establishment	0.00	128.00	128.00	SYD	\$ 16.90	\$ 2,163.20	\$ -

Total:	\$	25,670.32	\$	-
Net Change:	\$	25,670.32		
Current Contract Amount:	\$	268,182.16		
Revised Contract Amount:	\$	293,852.48		

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** **Change Order 4 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc.**

---

**Recommendation:**

**Approve Change Order 4 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$105,934.38 for repaving of Parking Lot 21 located on the east side of Blackstone Street between Michigan Avenue and Pearl Street, 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 4 to the 2023 HMP Pavement Patching 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:** October 24, 2023

**RECOMMENDATION:** Approve Change Order 4 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$105,934.38 for repaving of Parking Lot 21 located on the east side of Blackstone Street between Michigan Avenue and Pearl Street, and authorize the City Manager and City Engineer to execute the appropriate document.

## SUMMARY

The attached Change Order 4 will add items for the removal of failed pavement in Parking Lot 21 and replacement with new hot mix asphalt.

## BUDGETARY CONSIDERATIONS

This change order represents an increase of \$105,934.38, bringing the current contract amount to \$399,786.86.

## HISTORY, BACKGROUND and DISCUSSION

On May 23, 2023, City Council approved the award of a contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$141,681.05. The original contract was for cold milling and HMA paving to patch sections of failed pavement on the travel lanes on West Avenue between Fourth Street and Griswold Street and on Brown Street between Michigan Avenue and Daniel Road. Subsequent Change Orders have been approved by City Council as follows:

C.O.	Approval Date	Amount	Description
1	08-15-23	\$ 39,923.75	Subbase repair and HMA patching at Parking Lot 21
2	08-15-23	\$ 86,577.36	Sanitary sewer and manhole repair at Page and Elm intersection
3	10-24-23	\$ 25,670.32	Sidewalk repairs at streetlight installations on Wildwood Ave at JHS

The current contract amount as set by Change Order 3 is \$293,852.48.

## DISCUSSION OF THE ISSUE

The work for previously approved Change Order 1 was performed to correct subgrade settlements in the area of a previously demolished building. The work consisted of removed the asphalt surface, filling and stabilizing subgrade materials and repaving the patch area with new hot mix asphalt. This work resulted in the northerly quarter of Lot 21 receiving a new pavement surface. The remaining southerly three-quarters of Lot 21 was not impacted by the Change Order 1 repair work. The remaining pavement has failed, is cracked and broken up throughout and is in need of replacement.

I request approval of Change Order 4 and authorization for the City Manager and the City Engineer to sign the document.

Attachments

**CHANGE ORDER NO. 4  
To Contract for  
2023 HMA Pavement Patching  
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.

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$ 141,681.05</b>
<b>APPROVED CHANGE ORDER NO. 1</b>	<b>\$ 39,923.75</b>
<b>APPROVED CHANGE ORDER NO. 2</b>	<b>\$ 86,577.36</b>
<b>APPROVED CHANGE ORDER NO. 3</b>	<b>\$ 25,670.32</b>
<b>CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3</b>	<b>\$ 293,852.48</b>
<b>CHANGE ORDER NO. 4</b>	<b>\$ 105,934.38</b>
<b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 4</b>	<b>\$ 399,786.86</b>

**REASON FOR CHANGE:**

To remove failed pavement within Parking Lot 21 and repave with new hot mix asphalt.

**CONTRACT COMPLETION:**

The contract completion date is extended to November 15, 2023.

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

ACCEPTED BY:

\_\_\_\_\_  
Bailey Excavating

\_\_\_\_\_  
Date:

ACCEPTED BY:

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

\_\_\_\_\_  
Date:

ACCEPTED BY:

\_\_\_\_\_  
Jonathan Greene, City Manager

\_\_\_\_\_  
Date:

**ENG23-03 HMA PATCHING CONTRACT  
CHANGE ORDER NUMBER 4  
PARKING LOT 21 REPAVING**

Line	Pay Item	Description	Unit	Unit Price	Quantity	Cost
1	1507060	Mobilization	Dlr	\$ 1.00	3,000.00	\$ 3,000.00
2	2047001	Pavt Sawcut	Ft	\$ 5.01	136.00	\$ 681.36
3	2047011	Pavt, Rem	Syd	\$ 12.31	1,629.10	\$ 20,054.22
4	2050041	Subgrade Undercutting, Type II	Cyd	\$ 42.55	40.00	\$ 1,702.00
6	5010033	HMA, 13A	Ton	\$ 200.00	390.98	\$ 78,196.80
8	8117060	Pavement Markings	Dlr	\$ 1.00	1,800.00	\$ 1,800.00
7	8167060	Turf Establishment, Performance	Dlr	\$ 1.00	500.00	\$ 500.00
			<b>Estimate Total:</b>			<b>\$ 105,934.38</b>

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** **Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 257 W. High Street**

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**Recommendation:**

**Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 257 W. High 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:** October 24, 2023

**RECOMMENDATION:** Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 257 W. High 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 at 257 W. High 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 \$100.00.

## HISTORY, BACKGROUND and DISCUSSION

The request for this streetlight was based on a resident's safety concerns due to lack of light in the area.

## 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 Mayor and City Clerk to execute the appropriate documents.

---

## ATTACHMENTS



A CMS Energy Company

**CEM Support Center**

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

October 2, 2023

NOTIFICATION #:  
1068238367

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

REFERENCE: 257 W HIGH 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		
<b>Total Estimated Cost:</b>	<b>\$</b>	<b>100.00</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>100.00</b>

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: October 16, 2023**

▶ <b>Invoice Number</b>	9325595591
<b>PO Number</b>	
<b>PO Date</b>	
<b>Bill Date</b>	10/02/23

▶ **Account: 3000 2151 0650** ◀

▶ 257 W HIGH ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1068238367 -

### NONENERGY INVOICE

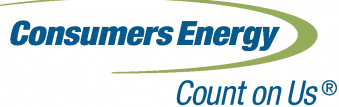
DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	\$100.00	\$100.00
<b>TOTAL DUE:</b>			<b>\$100.00</b>

**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 2151 0650**

**Amount Due: \$100.00**  
**Please pay by: October 16, 2023**  
▶ **Enclosed:**

6 330034750960 000000100008 0000 2056 9 300021510650 H



**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): 1068238367

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.

**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:

\_\_\_\_\_

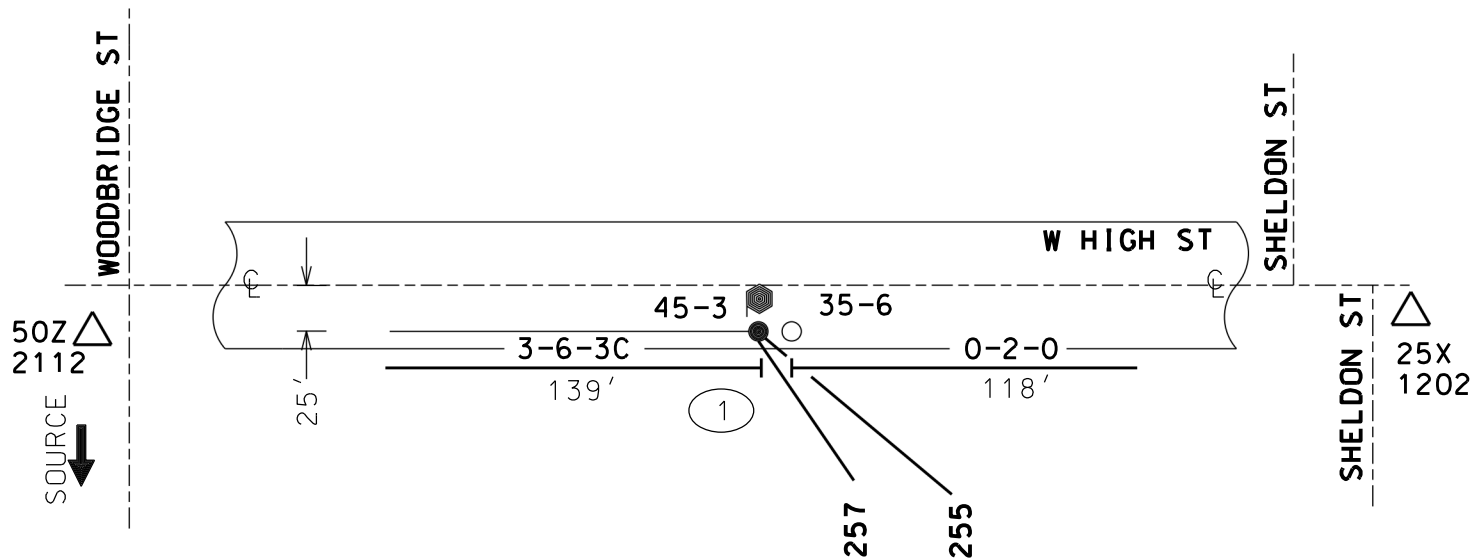
\_\_\_\_\_

Municipal Customer Type: City


GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 80 watt LED Cobrahead NA to Install at location 1;

NOTE: TOP POLE ABOVE  
COMMS NJUNS PT#  
POLE TO BE REMOVED AT  
A LATER DATE PULL POLE  
NOTIFICATION #1068508792



INSTALL  
45-3 SEC DE'S  
FIGURE 23-303-1  
DETAIL B  
6' BRACKET  
80W LED  
FIGURE 42-103-1  
BOND BRACKET  
FIGURE 42-105-1  
MOUNTING HGT = 35'  
TOP POLE ABOVE COMMS

METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION		257 W HIGH ST ECNC STL			
				CM NO.100007397205			
CONSUMERS ENERGY CONTACTS			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ECNC	STL	1068238367	11556668	
COORDINATOR	TANYA GILROY	616-251-0574					
DESIGNER	EDDIE HAIRE	517-262-1473					
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	5301102112			INSTALLING NEW STREETLIGHT PER CITY OF JACKSON		
 A CMS Energy Company <b>ELECTRIC</b>		SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE:	
		SUMMIT		0213		553-50A	
		CIRCUIT		CKT NO.		LOCATION:	
SHEET A	SHEET 1 OF 1	SCALE 1"=100'	FOURTH STREET		03		Woodbridge N/O Douglas
JACKSON		CO	SUMMIT		TWP	T 03S R 01W SEC. 10	

SA\_BOND\_JS\_PROD\_Design2026128.dgn

09-15-2023 12:35:20

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** **Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 1502 Plymouth Street**

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**Recommendation:**

**Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1502 Plymouth 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:** October 24, 2023

**RECOMMENDATION:** Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1502 Plymouth 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 at 1502 Plymouth 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 \$100.00.

## HISTORY, BACKGROUND and DISCUSSION

The request for this streetlight was based on a resident's safety concerns due to lack of light in the area.

## 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 Mayor and City Clerk to execute the appropriate documents.

---

## ATTACHMENTS

## Sandy Sykes

---

**From:** Lee Rose  
**Sent:** Tuesday, October 10, 2023 3:19 PM  
**To:** Sandy Sykes  
**Subject:** FW: Consumers Energy - 1502 PLYMOUTH ST, 1068238368  
**Attachments:** 1502 PLYMOUTH ST, JACKSON.pdf

---

**From:** poboxceservicerequest@cmsenergy.com <poboxceservicerequest@cmsenergy.com>  
**Sent:** Tuesday, October 10, 2023 3:10 PM  
**To:** Lee Rose <lrose@cityofjackson.org>  
**Cc:** tanya.gilroy@cmsenergy.com  
**Subject:** Consumers Energy - 1502 PLYMOUTH ST, 1068238368

Thank you for contacting Consumers Energy for your energy needs. Attached you will find a customer packet which includes the necessary paperwork to proceed with your request for service. Please sign (if applicable) and return the appropriate forms as indicated on the attached Customer checklist.

To help ensure the highest levels of service, Consumers Energy asks that you direct all inquiries to your Customer Energy contact listed on the attached packet.

Thank you and have a great day!

-----  
Payment can be made via the following options.

Phone – 866-329-9593  
    Visa, MasterCard or Electronic Fund Transfer from your bank account

Online - ConsumersEnergy.com/waystopay

Mail - CEM Support Center  
    Lansing Service Center Room 122  
    Consumers Energy  
    530 W Willow St  
    Lansing, MI 48906

Send payment along with top portion of your invoice

*Consumers Energy  
CEM Support Center  
Lansing Room 122  
530 W Willow St  
Lansing, MI 48906*

abs

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



A CMS Energy Company

**CEM Support Center**

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

October 10, 2023

NOTIFICATION #:  
1068238368

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

REFERENCE: 1502 PLYMOUTH 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		
<b>Total Estimated Cost:</b>	<b>\$</b>	<b>100.00</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>100.00</b>

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



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

**CUSTOMER RESPONSIBILITIES**

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Tanya Gilroy at 616-251-0574

**CEM Support Center**

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

<b>PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED</b>	
<b>TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:</b>	
<a href="mailto:POBoxCEServiceRequest@cmsenergy.com"><u>POBoxCEServiceRequest@cmsenergy.com</u></a>	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com"><u>POBoxCEServiceRequest@cmsenergy.com</u></a>
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com"><u>POBoxCEServiceRequest@cmsenergy.com</u></a>
<input type="checkbox"/>	OTHER:
<b>NOTIFICATION REFERENCE NUMBERS</b>	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1068238368

# GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: [poboxceservicerequest@cmsenergy.com](mailto:poboxceservicerequest@cmsenergy.com) (preferred) or (2) by Fax: 517-374-2424.

*If neither option is available, you can mail a completed application to Consumers Energy Service Request, Rm. 122, 530 W Willow St, Lansing MI 48906-4754*

Notification #: 1068238368

Service Address: 1502 PLYMOUTH ST, JACKSON

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	<u>YES</u>	<u>N/A</u>
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photo. Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	<u>YES</u>	<u>N/A</u>		<u>YES</u>	<u>N/A</u>
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other: \_\_\_\_\_

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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

**Amount Due: \$100.00**  
**Please pay by: October 24, 2023**

Invoice Number	9325637883
PO Number	
PO Date	
Bill Date	10/10/23

**Account: 3000 2142 6642**

1502 PLYMOUTH ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1068238368 -

### NONENERGY INVOICE

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

**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 2142 6642**

**Amount Due: \$100.00**  
**Please pay by: October 24, 2023**  
**Enclosed:**

6 330034796862 000000100008 0000 2056 3 300021426642



**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): 1068238368

Comments: 11558338

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.

**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:

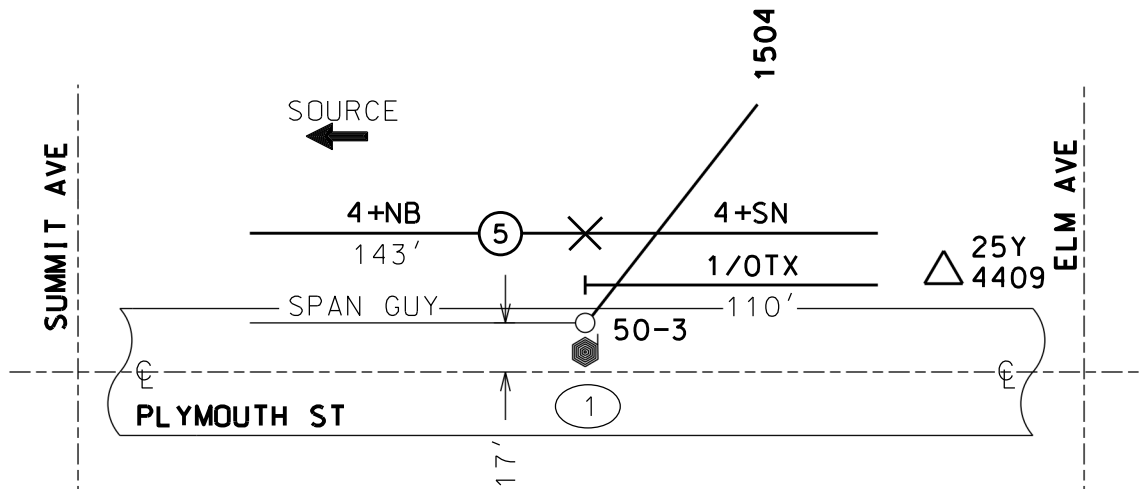
\_\_\_\_\_

\_\_\_\_\_


Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 80 watt LED Cobrahead NA to Install at location 1;



INSTALL  
 80W LED  
 6' BRACKET  
 42-103-1  
 BOND BRACKET  
 FIGURE 42-105-1  
 MOUNTING HGT = 35'

METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION		1502 PLYMOUTH ST ECNC STL			
				CM NO.100007398663			
<b>CONSUMERS ENERGY CONTACTS</b>			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ECNC	STL	1068238368	11558338	
COORDINATOR	TANYA GILROY	616-251-0574					
DESIGNER	EDDIE HAIRE	517-262-1473					
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	5201354409			CITY OF JACKSON REQUESTED NEW STREETLIGHT		
 A CMS Energy Company <b>ELECTRIC</b>		SUBSTATION		WD NO.			
		BRIDGE STREET		0319			
		CIRCUIT		CKT NO.			
SHEET A	SHEET 1 OF 1	SCALE 1"=100'	HUPP AVENUE		01		UPSTREAM SECTIONALIZING DEVICE: 216-200A LOCATION: Plymouth & Page
JACKSON		CO	BLACKMAN		TWP	T 02S R 01W SEC. 35	

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** **Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 1136 Walker Street**

---

**Recommendation:**

**Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1136 Walker 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:** October 24, 2023

**RECOMMENDATION:** Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1136 Walker 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 at 1136 Walker 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 \$100.00.

## HISTORY, BACKGROUND and DISCUSSION

The request for this streetlight was based on a resident's safety concerns due to lack of light in the area.

## 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 Mayor and City Clerk to execute the appropriate documents.

---

## ATTACHMENTS



A CMS Energy Company

**CEM Support Center**

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

October 4, 2023

NOTIFICATION #:  
1068238365

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

REFERENCE: 1136 WALKER 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		
<b>Total Estimated Cost:</b>	<b>\$</b>	<b>100.00</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>100.00</b>

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: [POBoxCEServiceRequest@cmsenergy.com](mailto: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: October 18, 2023**

Invoice Number	9325619131
PO Number	
PO Date	
Bill Date	10/04/23

**Account: 3000 2156 0655**

1136 WALKER ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1068238365 -

### NONENERGY INVOICE

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

**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 2156 0655**

**Amount Due: \$100.00**  
**Please pay by: October 18, 2023**  
**Enclosed:**

6 330034768535 000000100008 0000 2056 9 300021560655 H



**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): 1068238365

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.

**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:

\_\_\_\_\_

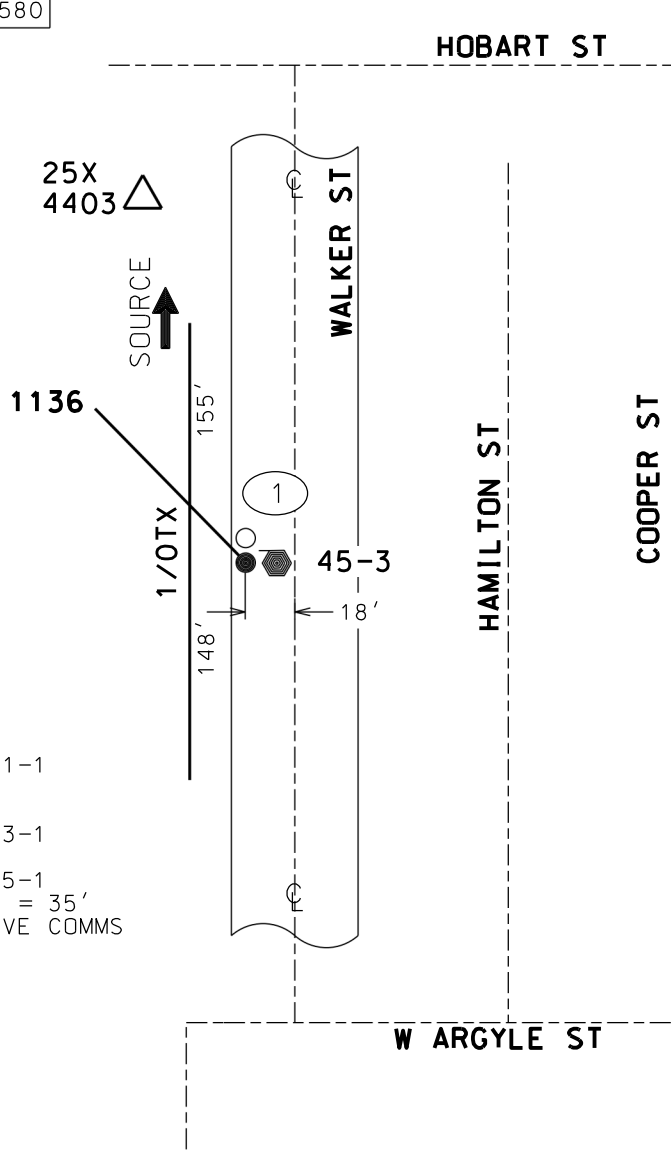
\_\_\_\_\_

Municipal Customer Type: City


GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 80 watt LED Cobrahead NA to Install at location 1;

NOTE: TOP POLE ABOVE  
COMMS NJUNS PT#5748730  
POLE TO BE REMOVED AT  
A LATER DATE PULL POLE  
NOTIFICATION #1068466580



- 1
- INSTALL
  - 45-3 SEC TAN
  - FIGURE 23-301-1
  - 6' BRACKET
  - 80W LED
  - FIGURE 42-103-1
  - BOND BRACKET
  - FIGURE 42-105-1
  - MOUNTING HGT = 35'
  - TOP POLE ABOVE COMMS

METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION		1136 WALKER ST ECNC STL			
				CM NO.100007399485			
<b>CONSUMERS ENERGY CONTACTS</b>			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ECNC	STL	1068238365	11555243	
COORDINATOR	TANYA GILROY	616-251-0574					
DESIGNER	EDDIE HAIRE	517-262-1473					
CE STAKING REQ'D	<input type="checkbox"/> Yes <input type="checkbox"/> No	TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE:		
FORESTRY REQ'D	<input type="checkbox"/> Yes <input type="checkbox"/> No	5201274403			INSTALLING NEW STREETLIGHT PER CITY OF JACKSON REQUEST		
 A CMS Energy Company <b>ELECTRIC</b>		SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE:	
		OAK STREET		Q908		111-SB	
		CIRCUIT		CKT NO.		LOCATION:	
SHEET A	SHEET 1 OF 1	SCALE 1"=100'	COOPER STREET		01		ARGYLE ST AT COOPER ST
JACKSON		CO		BLACKMAN		TWP T 02S R 01W SEC. 21	

SA\_BOND\_JS\_PROD\_Design2024\*966.dgn

09-12-2023 12:43:17

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** **Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 1007 Cypress Drive**

---

**Recommendation:**

**Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1007 Cypress Drive 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:** October 24, 2023

**RECOMMENDATION:** Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 1007 Cypress Drive 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 at Cypress Drive. 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 \$100.00.

## HISTORY, BACKGROUND and DISCUSSION

The request for this streetlight was based on a resident's safety concerns due to lack of light in the area.

## 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 Mayor and City Clerk to execute the appropriate documents.

---

## ATTACHMENTS



A CMS Energy Company

**CEM Support Center**

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

October 10, 2023

NOTIFICATION #:  
1068238371

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

REFERENCE: 1007 CYPRESS DR, 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		
<b>Total Estimated Cost:</b>	<b>\$</b>	<b>100.00</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>100.00</b>

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: October 24, 2023**

Invoice Number	9325637889
PO Number	
PO Date	
Bill Date	10/10/23

**Account: 3000 2142 6691**

1007 CYPRESS DR JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1068238371 -

### NONENERGY INVOICE

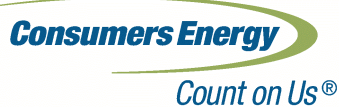
DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	\$100.00	\$100.00
<b>TOTAL DUE:</b>			<b>\$100.00</b>

**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 2142 6691**

**Amount Due: \$100.00**  
**Please pay by: October 24, 2023**  
**Enclosed:**

6 330034796872 000000100008 0000 2056 2 300021426691



**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): 1068238371

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.

**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:

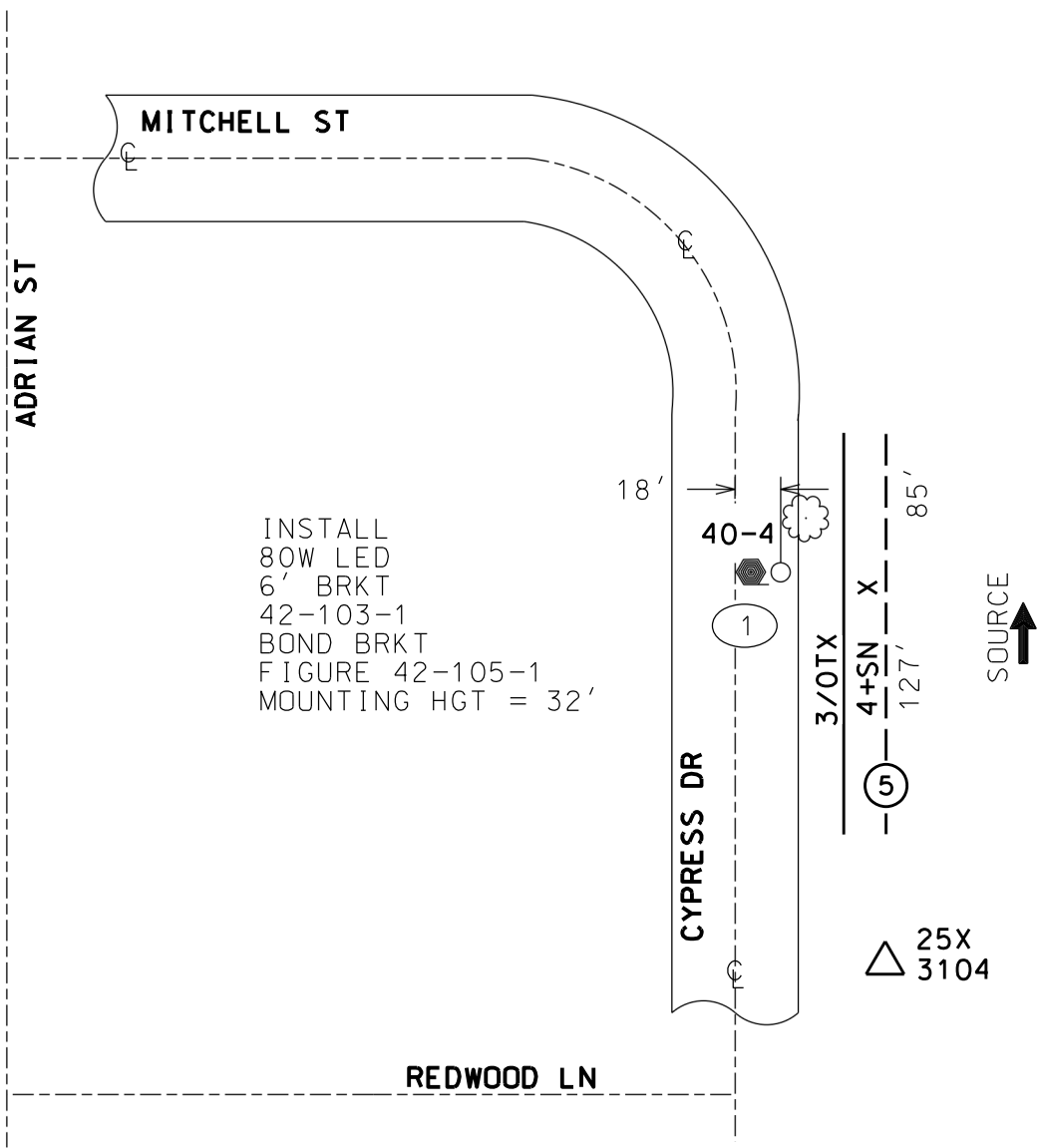
\_\_\_\_\_

\_\_\_\_\_


Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 80 watt LED Cobrahead NA to Install at location 1;



INSTALL  
 80W LED  
 6' BRKT  
 42-103-1  
 BOND BRKT  
 FIGURE 42-105-1  
 MOUNTING HGT = 32'

METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION		1007 CYPRESS DR ECNC STL			
				CM NO.100007398721			
<b>CONSUMERS ENERGY CONTACTS</b>			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ECNC	STL	1068238371	11558415	
COORDINATOR	TANYA GILROY	616-251-0574					
DESIGNER	EDDIE HAIRE	517-262-1473					
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	5301023104			CITY OF JACKSON REQUESTED NEW STREETLIGHT		
 A CMS Energy Company <b>ELECTRIC</b>		SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE:	
		SUMMIT		0213		133-65A	
SHEET A		SHEET 1 OF 1		SCALE 1"=100'		LOCATION:	
JACKSON		CO		SUMMIT		T 03S R 01W SEC. 02	
FRANCIS STREET		02		MILWAUKEE ST			

SA\_BOND\_JS\_PROD\_Design2026881.dgn

09-20-2023 13:08:11

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 25, 2023  
**SUBJECT:** **Resolution for approval of a contract with the Michigan Department of Transportation for traffic signal replacement work on Cooper Street.**

---

**Recommendation:**

**Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal replacement work on Cooper Street, and authorize the Mayor and City Clerk to execute the appropriate documents.**

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract with MDOT as described 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.

**DATE:** October 24, 2023

**RECOMMENDATION:** Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal replacement work on Cooper Street, 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 traffic signal replacement work on Cooper Street.

### BUDGETARY CONSIDERATIONS

The cost-participation agreement and contract number 22-5367 for this project has been prepared by MDOT and forwarded to the City of Jackson for approval. The estimate for the construction work is \$2,657,139 with the City share being \$651,800.

### HISTORY, BACKGROUND and DISCUSSION

The City started working with MDOT in 2013 to have black mast arm traffic signals installed on Washington Avenue at Jackson and Mechanic Streets. Since then, mast arms have been installed at eight intersections on state highways and twelve intersections on City streets, with four additional intersections on City streets currently being bid for replacement.

### DISCUSSION OF THE ISSUE

MDOT has a project to replace the existing signals at the following locations:

- Cooper Street at South Street;
- Cooper Street at High Street;
- Cooper Street at Morrell Street;
- Cooper Street at Ganson Street;
- Martin Luther King, Jr. Drive at Ganson Street;
- Cooper Street at Martin Luther King, Jr. Drive and Leroy Street; and
- Cooper Road at Parnall Road

Minor upgrades will also be performed at:

- Cooper Street at Washington Avenue; and
- Cooper Street at Michigan Avenue.

The contract prepared by MDOT is for the City to participate 100% in the cost of the work required for placement of mast arm signals in excess of the work required to install standard strain wire signals, galvanized coating, and LED street name signs located within the corporate limits of the City.

### 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 Michigan Department of Transportation (MDOT) has developed a contract to replace six signals in the City, one signal in the County, and perform minor upgrades to two other signals in the City; and

WHEREAS, the City is responsible for the cost of the work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals, galvanized coating and LED street name signs, located within the corporate limits of the City; and

WHEREAS, the cost-participation agreement and contract number 22-5367 has been prepared for this project by MDOT and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$2,657,139 with the City share being \$651,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the signal replacement work; and

BE IT FURTHER RESOLVED that the City Council does approve entering into contract number 22-5367 with the Michigan Department of Transportation; and

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

\* \* \* \*

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 24<sup>th</sup> day of October, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 25<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
Daniel Mahoney, Mayor

\_\_\_\_\_  
Andrea Muray, City Clerk

SPECIAL TRUNKLINE  
NON-ACT-51  
ADDED WORK

DA  
Control Section STG 38051  
Job Number 209494CON  
Fed Project # 23A0887  
Contract 22-5367

THIS CONTRACT 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 "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-106 (Cooper Street), within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning traffic signal modernization work at various intersections along the Highway M-106 (Cooper Street) and Highway US-127BR/M-50 (Cooper Street); and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway M-106 (Cooper Street) and Highway US-127BR/M-50 (Cooper Street) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Signal installation work at the intersections of Highway M-106 (Cooper Street) at Leroy Street, Old Highway M-106 (Martin Luther King Junior Drive) at Ganson Street, Highway M-106 (Cooper Street) at Ganson Street, Highway US-127BR (Cooper Street) at South Street, Highway US-127BR (Cooper Street) at High Street, Highway US-127BR (Cooper Street) at Washington Street, Highway I-94BL (Michigan Avenue) at Highway M-106/M-50/US-127BR (Cooper Street), and Highway US-127BR (Cooper Street) at Morrell Street, including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals, galvanized coating, and LED street name signs work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$651,800; and

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 shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of construction necessary for the completion of the PROJECT as determined by the DEPARTMENT, construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

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

5. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - \$651,800

The CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - \$100,000

The total deposit will be billed to the CITY by the DEPARTMENT and shall be paid by the CITY within 30 days after receipt of invoice.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY and the DEPARTMENT in accordance with standard practice.

9. 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 pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT 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.

10. 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. 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.

11. 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 CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

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

CITY OF JACKSON

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



**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 Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** October 24, 2023

**SUBJECT:** **Change Order No. 4 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc.**

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**Recommendation:**

Approve Change Order No. 4 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$40,345, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

Your consideration and concurrence are appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Michael Osborn, Director of Public Works  
**DATE:** October 24, 2023

**RECOMMENDATION:** Approve Change Order No. 4 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$40,345, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

### SUMMARY

In the fall of 2022, Allied Mechanical Services, Inc. was awarded the Wastewater Treatment Plant CWSRF 2022 Improvements project at a contract price of \$11,030,000. Since beginning the work, the contractor identified various issues based on existing conditions that need to be addressed to complete the overall project. In addition to the issues addressed in Change Order Nos. 1 through No. 3, this change order will address additional work needed at Primary Clarifier 13 and the primary sludge building. To proceed with these changes to the existing contract, the change order to modify the contract price requires the approval of the City Council.

### BUDGETARY CONSIDERATIONS

This change order for the Wastewater Treatment Plant CWSRF 2022 Improvements Contract will be funded using the CWSRF loan contingency, which includes 20% in principal forgiveness.

### HISTORY, BACKGROUND and DISCUSSION

The project work includes replacing equipment, refurbishing Primary Clarifier Tanks 1–6 and 13, and replacing the unit substations that provide all the electrical power distribution, as well as additional improvements at the Wastewater Treatment Plant. Since being awarded the contract and starting work onsite, Allied Mechanical Services, Inc. has continually communicated the field findings and issues with Fishbeck for review and concurrence.

The items comprising this change order represent changes or additional work, labor, and materials, in the project scope which Fishbeck finds warranted. Primary Clarifier 13 required an additional alarm panel for proper operation and control. The primary sludge building roof was found to have hollow block wall that needs grout fill in order to anchor and support the new roof guardrails which are required by code. Fishbeck also reviewed and found the credits to be acceptable for omitting anticipated sidewalk replacement that is not needed and omitting removal of aeration piping to the UV channel at the City's request.

### POSITIONS

Approve Change Order No. 4 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc., and authorize the City Manager and Director of Public Works to execute the appropriate documents.

**Change Order No. 4  
To Contract for  
Jackson WWTP CWSRF 2022 Improvements  
Wastewater Treatment Plant 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.

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$11,030,000.00</b>
<b>CHANGE ORDER NO. 1</b>	<b>\$158,668.00</b>
<b>CHANGE ORDER NO. 2</b>	<b>\$704,785.00</b>
<b>CHANGE ORDER NO. 3</b>	<b>\$103,054.00</b>
<b>CURRENT CONTRACT AMOUNT AS SET BY CHANGER ORDER NO. 1 THROUGH NO. 3</b>	<b>\$11,996,507.00</b>
<b>CHANGE ORDER NO. 4</b>	<b>\$40,345.00</b>
<b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 4</b>	<b>\$12,036,852.00</b>

**REASON FOR AMENDMENT:**

As outlined in the attached memo from Fishbeck, additional work is needed for the following: At Primary Clarifier 13 to install an alarm panel. At the Primary Sludge Building to omit sidewalk replacement that was not disturbed. To omit demolition of air piping to the UV channel at the City's request. At the Primary Sludge Building to modify the hollow block wall with grout to allow secure anchoring of the new roof guardrail. The changes outlined in this change order will have no impact on the substantial completion date of May 1, 2025.

\_\_\_\_\_  
Prepared by Chandra Willinger  
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

\_\_\_\_\_  
Bob Sweet, Project Manager  
Allied Mechanical Service, Inc

\_\_\_\_\_  
Date:

ACCEPTED BY:

\_\_\_\_\_  
Michael Osborn, Director of Public Works

\_\_\_\_\_  
Date:

ACCEPTED BY:

\_\_\_\_\_  
Jonathan Greene, City Manager

\_\_\_\_\_  
Date:

CHANGE ORDER  
 PAGE 1 OF 2

CONTRACT FOR: WWTP CWSRF 2022 Improvements

OWNER: City of Jackson  
 161 West Michigan Avenue  
 Jackson, MI 49201

CONTRACTOR: Allied Mechanical Services, Inc.  
 3860 Roger B Chaffee Memorial Drive, SE  
 Grand Rapids, MI 49548

ENGINEER: Fishbeck  
 39500 MacKenzie Drive, Suite 100  
 Novi, MI 48377

ATTACHMENTS: Bulletin No. 3, Proposals from AMS

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

- A. Incorporate Item No. 7 identified in Bulletin No. 3:  
ITEM NO. 7: Primary Clarifier 13 Alarm Panel  
 Install alarm panel required for Primary Clarifier 13. This requirement was identified through shop drawing submittal review.  
  
 ADD: \$11,234.00
- B. Incorporate Change Request Proposal dated September 25, 2023:  
 Proposal regarding "Sludge Building Sidewalk" dated September 25, 2023, is approved to delete the replacement of existing sidewalk near the Primary Sludge Building, as the sidewalk was not disturbed for electrical conduit.  
  
 DEDUCT: \$3,006.00
- C. Incorporate Change Request Proposal dated October 4, 2023:  
 Proposal regarding "RFI 80" dated October 4, 2023, is approved to delete demolition of air piping to the UV channel, as the Owner prefers to keep the pipe in service.  
  
 DEDUCT: \$750.00
- D. Incorporate Change Request Proposal dated October 11, 2023:  
 Proposal regarding "RFI #76 Sludge Building Railing Rev. 1" dated October 11, 2023, is approved to modify the Primary Sludge Building to strengthen and fill hollow block wall with grout, to allow secure anchoring of roof guardrail that is required by code.  
  
 ADD: \$32,867.00

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$11,030,000.00

Previous Change Order Nos.: 1, 2, 3

\$966,507.00

Contract Price prior to this Change Order:

\$11,996,507.00

CHANGE IN CONTRACT TIMES:

Original Contract time:

Substantial Completion: March 1, 2024

Ready for final payment: April 30, 2024

Net increase from previous Change Orders:

426 Days

Contract Time prior to this Change Order:

Substantial Completion: May 1, 2025

Ready for final payment: June 30, 2025

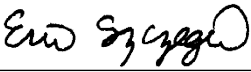
CHANGE ORDER  
PAGE 2 OF 2

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Net increase of this Change Order:	Net change of this Change Order:
<u>\$40,345.00</u>	<u>0 Days</u>
Contract Price with all approved Change Orders:	Contract Time with all approved Change Orders:
<u>\$12,036,852.00</u>	Substantial Completion: <u>May 1, 2025</u>
	Ready for final payment: <u>June 30, 2025</u>

---

RECOMMENDED

By:   
Engineer  
Erin H. Szczegielniak, PE,  
Project Manager  
Name and Title of Signatory

Date: October 12, 2023

END OF CHANGE ORDER

BULLETIN  
 PAGE 1 OF 2

CONTRACT FOR:	WWTP CWSRF 2022 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR:	Allied Mechanical Services, Inc. 3860 Roger B Chaffee Memorial Drive, SE Grand Rapids, MI 49548
ENGINEER:	Fishbeck 39500 MacKenzie Drive, Suite 100 Novi, MI 48377
DRAWING REVISION NO.:	B3
ISSUED HEREWITH:	
	SPECIFICATION SECTIONS: None.
	SHEETS: C201, C401, S201, I001

The items below are being considered as possible changes to the Contract Documents for this Project. Contractor is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Contract Price. Costs are requested as lump sums unless otherwise noted as a unit cost. Include all labor, materials, overhead and profit, trades, subcontractors, and related costs. After reviewing the effects of those changes in the Work, Owner may issue a Change Order specifying which changes are to be incorporated in the Work, if any.

This Bulletin is not a Change Order and is not to be deemed authorization to proceed with the changes listed.

Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.

Contractor is responsible for notifying Engineer, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but not specifically mentioned as a cost item in this Bulletin.

Return one completed and signed copy of the Bulletin to Engineer on or before the due date noted above.

Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Bulletin; however, a complete breakdown is required for each item as supporting documentation. This will allow Owner to more easily evaluate the proposed cost changes. Each Bulletin item is an all-inclusive item and may concern work from several trades or Subcontractors. It is Contractor's responsibility to ensure that all work for each item has been included in the total cost figure provided to Owner.

RFI 63 ITEM NO. 1: Blower Building Door 106B Foundation and CMU  
 Sheet S201 – Blower Building Foundation and Framing Plans (reissued)

- A. Remove and rebuild a portion of the concrete slab below the proposed wall near Doors 106B and 106C.
- B. Change lintel above Door 106C to be CMU instead of steel.

~~(ADD)~~ DEDUCT: \$ 4,502.00

RFI 71 ITEM NO. 2: Blower Building Roof Penetrations  
 Sheet S201 – Blower Building Foundation and Framing Plans (reissued)

- A. Provide steel angle lintels to support precast roof at existing openings without steel lintels.
- B. Patch roofing where roofing is required to be removed due to steel angle lintel installation.

~~(ADD)~~ DEDUCT: \$ 48,592.00

BULLETIN  
PAGE 2 OF 2

RFI 68 ITEM NO. 3: East Aeration Valve Control  
Sheet I001 – I/O List and Wiring Schedules (reissued)

- A. I/O signals for Aeration Valves 301 through 304 added to match I/O signals already indicated on P&ID (Sheet P006).

ADD/DEDUCT: \$ 24,582.00

ITEM NO. 4: RFI 72: Blower Building West Curb and Ramp  
Sheet C201 – Blower Building Layout, Grading, and Utility Plan (reissued)

- A. Change proposed concrete ramp to omit rolled curb.

ADD/DEDUCT: \$ 0.00

ITEM NO. 5: RFI 75: Concrete Alternate for Asphalt  
Sheet C401 – Unit Substation 4 Layout and Utility Plan (reissued)

- A. Change pavement from asphalt to concrete above conduit crossing driveway north of Retention Basin Building. See Sheet C001 for concrete at driveway crossing detail.

ADD/DEDUCT: \$ (1,500.00)

ITEM NO. 6: Blower Building Structural Support Plates  
Sheet S201 – Blower Building Foundation and Framing Plans (reissued)

- A. Add lintel bearing plates.  
B. Add stiffener plate between brick angle and steel wide flange lintel.

ADD/DEDUCT: \$ 1,505.00

ITEM NO. 7: Primary Clarifier 13 Alarm Panel  
Sheet E002 – WWTP Site Electrical Plan (not issued)

- A. Field verify installation location of new Primary Clarifier 13 alarm panel. It is assumed the best place to install the panel is on the wall of the Thickened Sludge Building (where MCC-G and LP-G are housed) facing the clarifier.  
B. Provide dedicated 120V, 1P20 circuit for clarifier alarm panel from LP-G (Square D Type NQO) in Thickened Sludge Building. There are multiple 1P20 breakers in LP-G that are "OFF;" verify with Owner if one may be used for alarm panel. Update panel schedule. Extend control wiring from clarifier drive and clarifier drive motor starter in MCC-G to clarifier alarm panel as required for a properly functioning system. Review Submittal 46 43 21.2.A comments for wiring requirements.

ADD/DEDUCT: \$ TBD

Contractor:

Allied Mechanical Services

Signature

Name and Title of Signatory

Project Manager

Date

8-25-23

END OF BULLETIN



October 4, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: Bulletin 3 Item 7

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Install Clarifier 13 Alarm Panel.

**Total Cost** .....\$11,234.00

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.  
5688 East ML Ave  
Kalamazoo, MI 49048  
[bsweet@alliedmechanical.com](mailto:bsweet@alliedmechanical.com)  
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

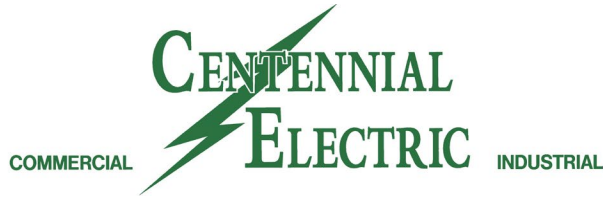
Jackson WWTP Bulletin 3 Item 7

Date;

10/4/2023

Material	Rate	Hours/Units	Total
			\$0.00
<b>Equipment</b>			
Total Material & Equip			\$0.00
<b>Labor</b>			
Project Manager	\$108.70		\$0.00
Foreman	\$104.35		\$0.00
Journeyman	\$100.00	0	\$0.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$0.00
<b>OT Premium</b>			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00
<b>Sheet Metal Shop Labor</b>			
Foreman	\$108.70	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00
Total Material, Equipment, & Labor			\$0.00
<b>Subcontractors</b>			
Murray Paint			\$0.00
Centennial			\$9,769.00
Grand River			\$0.00
Total Subcontractors			\$9,769.00
Subtotal			\$9,769.00
Total Value of Extra			15.00%
			<b>\$11,234.35</b>

O 517.543.9900  
F 517.543.9911



PO BOX 490  
POTTERVILLE, MI 48876

9/28/2023

ATT: Bob Sweet  
Allied Mechanical Services  
5688 E ML Ave.  
Kalamazoo, MI 49048

RE: City of Jackson WWTP CWSRF 2022 Improvements- Bulletin 3 Item 7

Dear Mr. Sweet,

Centennial Electric, LLC, is pleased to quote you for the above mentioned project. We have included the following:

- Bulletin 3 Item 7: Clarifier 13 Alarm Panel

Material:	3,966.00
Labor:	4,322.00
Tax:	238.00
OH&P:	1,243.00
<b>Total:</b>	<b>\$ 9,769.00</b>

Please do not hesitate to contact me with any questions.

Sincerely,

Trevor Strang  
Project Manager  
Centennial Electric LLC

## Bid Summary Report

Jackson WWTP Estimator: Mike

Job #2043

**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

**Bid Date:** 7/14/2022

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Bulletin 3 Item 7	\$3,965.99	100.00%	\$3,965.99	43.60	100.00%	43.60

### Top Sheet

Raw Cost	\$8,287.50	Sales per Month	\$0.00
Tax	\$237.96	Return per Month	\$0.00
Raw Cost with Tax	\$8,525.46	Price per Square Foot	\$0.00
Overhead	\$1,243.13	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$1,243.13	Job Months	0.00
Total Return %	12.73%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	99.12
Price	\$9,768.59	Workers per Day	0.00
Bond	\$0.00	Total Hours	43.60
Sell Price	<b>\$9,768.59</b>	Markup Sales Tax (Overhead)	No
Adjusted Sell	\$0.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 0.00%	\$0.00	Use Bond Table	No

### Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
Journeyman 252	100.00%	43.60	\$99.12	\$0.00	0.00%	\$4,321.51
Foreman 252	0.00%	0.00	\$113.99	\$0.00	0.00%	\$0.00
General Foreman 252	0.00%	0.00	\$123.90	\$0.00	0.00%	\$0.00
<b>Totals</b>	100.00%	43.60	\$99.12	\$0.00	0.00%	\$4,321.51

### Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$3,965.99	+ 15.00%	\$4,560.89	+ 0.00%	\$4,560.89	

## Bid Summary Report

Jackson WWTP Estimator: Mike

Job #2043

Labor	\$4,321.51	+	15.00%	\$4,969.73	+	0.00%	\$4,969.73
Supplier Quotes	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
SubContractors	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Direct Job Expense	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Equipment Rental	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Fixtures Quotes	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
<b>Totals</b>	<b>\$8,287.50</b>		<b>15.00%</b>	<b>\$9,530.63</b>		<b>0.00%</b>	<b>\$9,530.63</b>

### Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$3,965.99	6.00%	\$237.96
Labor	\$4,321.51	0.00%	\$0.00
Supplier Quotes	\$0.00	6.00%	\$0.00
SubContractors	\$0.00	6.00%	\$0.00
Direct Job Expense	\$0.00	6.00%	\$0.00
Equipment Rental	\$0.00	6.00%	\$0.00
Fixtures Quotes	\$0.00	6.00%	\$0.00
		<b>Total Tax:</b>	<b>\$237.96</b>

Job Name: Jackson WWTP  
 Job Number: 2043  
 Extension Name: Bulletin 3 Item 7

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
<b>Label Set: Combined, Combined, Combined, Combined, Combined</b>					<b>\$3,965.99</b>			<b>43.60</b>		<b>100%</b>	<b>100%</b>
CCode: <undefined>					\$285.00			5.00		7.19%	11.47%
60,305	Mount Alarm Panel	1.00	\$35.00	E	\$35.00	4.00	E	4.00			
60,306	Core Min Charge	1.00	\$250.00	E	\$250.00	1.00	E	1.00			
CCode: Branch Rough					\$2,221.61			23.39		56.02%	53.65%
1,262	3/4 GRC	160.00	\$615.17	C	\$984.27	6.00	C	9.60	cb		
2,731	3/4 LOCKNUT	44.00	\$127.96	C	\$56.30	0.12	E	5.28	cb		
2,769	3/4 BUSH PLASTIC	16.00	\$158.23	C	\$25.32	0.12	E	1.92	cb		
2,834	3/4 HUB - MEYERS	4.00	\$1,302.96	C	\$52.12	0.00	C	0.00	cb		
4,234	3/4 GRC/PVC COATED	60.00	\$1,218.79	C	\$731.27	8.00	C	4.80	cb		
4,588	3/4 GRC/PVC LB BODY	1.00	\$146.02	E	\$146.02	0.65	E	0.65	cb		
5,490	3/4 FLEX WP	6.00	\$305.31	C	\$18.32	5.00	C	0.30	cb		
5,514	3/4 FLEX WP CONN INS	2.00	\$3,507.12	C	\$70.14	0.18	E	0.36	cb		
5,515	1 FLEX WP CONN INS	2.00	\$6,892.45	C	\$137.85	0.24	E	0.48	cb		
CCode: Hangers/Anchors					\$87.04			5.35		2.19%	12.27%
3,315	1/4-20 X 3/4 RH MACH SCREW	27.50	\$6.28	C	\$1.73	2.75	C	0.76	ch		
3,696	1/4 FLAT STL WASHER	27.50	\$282.75	C	\$77.76	0.70	C	0.19	ch		
3,774	1/4 MACHINE BOLT ANCH	27.50	\$27.49	C	\$7.56	16.00	C	4.40	ch		
CCode: Straps					\$623.88			1.10		15.73%	2.52%
3,073	3/4 GRC 1H STL STP	20.00	\$233.39	C	\$46.68	4.00	C	0.80	cs		
4,846	3/4 GRC/PVC 1H STRAP	7.50	\$30.61	E	\$229.58	4.00	C	0.30	cs		
4,872	3/4 GRC/PVC CLAMP BACK	7.50	\$46.35	E	\$347.63	0.00	C	0.00	cs		
CCode: Lugs/Termination/Ground					\$0.00			3.08		0%	7.06%
5,761	#14 CONTROL TERMINATON	16.00	\$0.00	X	\$0.00	0.14	E	2.24	sl		
5,767	20A WIRE TERMINATION	6.00	\$0.00	X	\$0.00	0.14	E	0.84	sl		
CCode: Branch Wire					\$748.46			5.68		18.87%	13.03%
60,277	14 THHN CU STRANDED	830.00	\$663.54	M	\$550.74	5.00	M	4.15	wb		
60,278	12 THHN CU STRANDED	255.00	\$775.38	M	\$197.72	6.00	M	1.53	wb		
					<b>\$3,965.99</b>			<b>43.60</b>			



September 25, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: Sludge Building Sidewalk

Allied Mechanical Services, Inc. proposes to provide a deduct for all labor, supervision, and material for the following scope of work.

- Demo existing sidewalk and pour new after electrical underground is complete.

**Total deduct .....(\$3,006.00)**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.  
5688 East ML Ave  
Kalamazoo, MI 49048  
[bsweet@alliedmechanical.com](mailto:bsweet@alliedmechanical.com)  
Cell: 269-998-3138



# Grand River Construction, Inc.

General Contractors • Commercial and Industrial • Concrete Specialist

September 22, 2023

Mr. Bob Sweet  
Allied Mechanical Services, Inc.  
5688 E ML Avenue A  
Kalamazoo, MI 49048

RE: Jackson WWTP CWSRF 2022 Improvements  
Credit Proposal – Sidewalk Work Scope north of Sludge Bldg.

Dear Mr. Sweet,

Please see the attached credit offered for the portion of sidewalk north of the Sludge Building that was not demolished & replaced due to underground electrical.

Credit..... \$3,006.00

Sincerely,

GRAND RIVER CONSTRUCTION, INC.

Dave Nyhuis  
Project Manager & Estimator

REFERENCE: \_\_\_\_\_ DATE: 9/22/2023

PROJECT: Jackson WWTP CWSRF Improvements Project

DESCRIPTION: Credit provided for sidewalk replacement not performed between the Primary Sludge Bldg. and the Storm Pump Bldg. as a majority of the electrical is being run overhead. A small section of sidewalk was placed following electrical underground.

A. Equipment, Materials, and Supplies

Concrete	-500.00
Sand/Subbase	-188.75
Placement Equipment	-500.00

Subtotal	<u>-1,188.75</u>
Sales Tax 6%	0.00
Overhead 10%	<u>0.00</u>

**Material Total** -1,188.75

B. Labor:

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	-8.00	\$95.00	-760.00
Carpenter	0.00	\$62.19	0.00
Laborer	-12.00	\$47.84	-574.13
Finisher	-8.00	\$60.37	-482.98
Operator	0.00	\$78.71	0.00

Subtotal	<u>-1,817.10</u>
Overhead %	<u>0.00</u>

**Labor Total** -1,817.10

C. Subcontractors

Subtotal	<u>0.00</u>
Overhead 10%	<u>0.00</u>
<b>Subcontractor Total</b>	<u>0.00</u>

**TOTAL A+B+C** -3,005.85

**TOTAL:** -3,006.00





October 4, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI 80

Allied Mechanical Services, Inc. proposes to provide a deduct for the following scope of work.

- Demo air to UV channel.

**Total Deduct .....(\$750.00)**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.  
5688 East ML Ave  
Kalamazoo, MI 49048  
[bsweet@alliedmechanical.com](mailto:bsweet@alliedmechanical.com)  
Cell: 269-998-3138



October 11, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI #76 Sludge Building Railing Rev.1

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Modify railing side mount brackets.
- Remove roofing to gain access to fill masonry blocks.
- Grout solid all CMU units the rail will be mounted to.
- Repair roofing.

**Total Cost .....\$32,867.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.  
5688 East ML Ave  
Kalamazoo, MI 49048  
[bsweet@alliedmechanical.com](mailto:bsweet@alliedmechanical.com)  
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

Jackson WWTP RFI 76 Rev.1

Date;

10/11/2023

Material	Rate	Hours/Units	Total
<b>Sheet metal</b>			\$600.00
<b>Equipment</b>			
Total Material & Equip			\$600.00
<b>Labor</b>			
Project Manager	\$108.70		\$0.00
Foreman	\$104.35	2	\$208.70
Journeyman	\$100.00	0	\$0.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$208.70
<b>OT Premium</b>			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00
<b>Sheet Metal Shop Labor</b>			
Foreman	\$108.70	3	\$326.10
Journeyman	\$100.00	26	\$2,600.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$2,926.10
Total Material, Equipment, & Labor			\$3,734.80
<b>Subcontractors</b>			
Murray Paint			\$0.00
Centennial			\$0.00
Grand River			\$24,845.00
Total Subcontractors			\$24,845.00
Subtotal			\$28,579.80
	15.00%		
Total Value of Extra			<b>\$32,866.77</b>



# Grand River Construction, Inc.

General Contractors • Commercial and Industrial • Concrete Specialist

October 10, 2023

Mr. Bob Sweet  
Allied Mechanical Services, Inc.  
5688 E ML Avenue A  
Kalamazoo, MI 49048

RE: Jackson WWTP CWSRF 2022 Improvements  
Change Request – Sludge Bldg. Roofing Alterations for Guardrail REV. 1

Dear Mr. Sweet,

Please see the attached pricing for the work associated with the Sludge Building alterations for the guardrail.

**Work Scope:**

- Remove all metal cleat and copings down to existing wood blocking.
- Sweet all ballast back from roof edge.
- Remove existing EPDM rubber membrane from around roof edge.
- Furnish & install grout in existing CMU at 22 locations for guardrail anchorage.
- Install new wood blocking as needed.
- Install new 60 mil EPDM rubber membrane flashing up and over new blocking.
- Furnish & install new 22-gauge metal cleating & 24-gauge Kynar coated metal edge as existing components cannot be reused.
- Return all ballast to perimeter edges & clean-up.

Firm Lump Sum..... \$24,845.00

Sincerely,

GRAND RIVER CONSTRUCTION, INC.

Dave Nyhuis  
Project Manager & Estimator

REFERENCE: \_\_\_\_\_ DATE: 10/10/2023

PROJECT: Jackson WWTP CWSRF Improvements Project

DESCRIPTION: Scope of work includes the following: Remove all metal cleat and copings down to existing wood blocking. Sweep all ballast back from roof edge. Remove existing EPDM rubber membrane from around roof edge. Furnish & install grout in existing CMU at 22 locations for rail anchorage. Install wood blocking as needed. Install new 60 mil EPDM rubber membrane flashing up and over new wood blocking. Furnish and install new 22-gauge metal cleating & 24-gauge Kynar coated metal edge as the existing components cannot be re-used. Return all ballast to perimeter edges and clean-up.

A. Equipment, Materials, and Supplies

	Subtotal	0.00
	Sales Tax 6%	0.00
	Overhead 10%	0.00
	<b>Material Total</b>	<b>0.00</b>

B. Labor:

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	8.00	\$95.00	760.00
Carpenter	0.00	\$62.19	0.00
Laborer	0.00	\$47.84	0.00
Finisher	0.00	\$60.37	0.00
Operator	0.00	\$78.71	0.00
		Subtotal	760.00
		Overhead 15%	114.00
		<b>Labor Total</b>	<b>874.00</b>

C. Subcontractors

Complete Enclosures	8,418.00	
McDonald Roofing	13,373.00	
	Subtotal	21,791.00
	Overhead 10%	2,179.10
	<b>Subcontractor Total</b>	<b>23,970.10</b>
	<b>TOTAL A+B+C</b>	<b>24,844.10</b>
	<b>TOTAL:</b>	<b>24,845.00</b>

10/9/2023

## Change Request 2

**PROJECT:** Jackson WWTP Sludge Building

**TO:** Grand River Construction  
David Nyhuis

**FROM:** Keith Davenport  
Complete Enclosures, Inc  
3651 Toles Rd  
Mason, MI 48854

**Scope:** Sludge Building masonry alterations for rail attachments per RFI 76. Work includes grouting of existing 5" CMU in 22 locations.

	Hours	Rate	Burden (27%)	total
Bricklayer Foreman	8	\$ 54.22	\$ 14.64	\$ 550.88
Bricklayer	48	\$ 54.22	\$ 14.64	\$ 3,305.25
Laborer	48	\$ 39.93	\$ 10.78	\$ 2,434.13
				<u>\$ 6,290.26</u>
<b>Material</b>				
Grout				\$ 570.00
				<u>\$ -</u>
				\$ 570.00
<b>Equipment</b>				
Scaffold, Ladders, Hammerdrill, Saw, Mixer				\$ 460.00
				<u>\$ -</u>
				\$ 460.00
<b>SUBTOTAL</b>				\$ 7,320.26
<b>Markup 15%</b>				<u>\$ 1,098.04</u>
<b>TOTAL</b>				<u><u>\$ 8,418</u></u>

Sincerely,

Keith Davenport  
[kdavenport@completeenclosures.com](mailto:kdavenport@completeenclosures.com)  
 517-881-2918







9-15-2023

RE: Sludge Building metal work

McDonald Roofing to perform the following work at the Jackson Wastewater Sludge Building:

- 1) Remove all metal cleat, and copings down to the existing wood blocking.
- 2) Sweep back all ballast river rock from roof edges.
- 3) Remove existing EPDM rubber membrane from perimeter edges.
- 4) After masonry work is completed McDonald Roofing will do the following.
- 5) Install new wood blocking as needed.
- 6) Install new 60 mil EPDM rubber membrane flashing up and over new wood blocking.
- 7) Provide and install new 22-gauge metal cleat.
- 8) Install new 24-gauge Kynar coated metal edge. Color to match the existing metal.
- 9) The new metal will be stripped into the existing membrane to make a watertight system.
- 10) Return all ballast river stone to perimeter edges.
- 11) Remove all roofing debris from job site.

The cost to perform the scope of work above: \$13,373.00.

Thank you again for this great opportunity,

Tony Rowdon

Project Manager



10-9-2023

McDonald Roofing is a union company (Local 70 roofing & Local 7 Sheet metal). We follow all Davis Bacon wages.

Break down cost:

Set up and equipment: \$1,773.00

Roofing materials: \$2,200.00

Roofing Labor: \$2,700.00

Sheet metal materials: \$2,600.00

Sheet metal labor: \$4,100.00

Total \$13,373.00

Thank you again for this great opportunity,

Tony Rowdon

Project Manager

**MEMO TO:** Honorable Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** October 24<sup>th</sup>, 2023

**SUBJECT:** PILOT Ordinance Amendment for "The Blackstone". 209 N. Blackstone and 221 W. Louis Glick Hwy.

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**Recommendation:** Approve-Amend Ordinance number 511, by reducing the PILOT percentage from 6% to 4%.

Your consideration and concurrence is appreciated.

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## DEPARTMENTAL REPORT

**MEMO TO:** Honorable Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** Council Meeting October 24<sup>th</sup>, 2023

**RECOMMENDATION:** Approve- Amend Ordinance number 511, by reducing the PILOT percentage from 6% to 4%.

### SUMMARY

The Blackstone Limited Dividend Housing Association LLC is requesting a PILOT percentage reduction from 6% potential gross rents to 4% potential gross rents, for “The Blackstone”. This will be a 44-53 unit low income housing building, located at 209 N Blackstone/ 221 W Louis Glick Hwy. The request is due to significant inflationary cost increases that have occurred since their LIHTC application was submitted.

### BUDGETARY CONSIDERATIONS

Projected 6% PILOT of \$23,490 vs 4% PILOT of \$15,660

### HISTORY, BACKGROUND and DISCUSSION

On September 28<sup>th</sup>, 2021 City Council voted at second reading to adopt a PILOT Ordinance #511 for “The Blackstone” which will be a 44-53 unit low income housing building. Located at 209 N Blackstone/ 221 W Louis Glick Hwy. This is the second of three LIHTC projects by Developer PIVITOL formally MVAH. The first project was “Francis Senior Lofts” the third project will be “The Greenwood”. The standard PILOT for a project in the City of Jackson is 6%, which was previously approved unanimously for this project. The Developer is requesting Ordinance #511 be amended to reduce the PILOT to 4%. The difference between a 6% PILOT and 4% PILOT is \$7,830. Over the past two years there have been significant cost increases due to historical inflation that has severely impacted the pro-forma for this project, as labor and materials are far off from the original projections that were submitted as part of the LIHTC application. The Developer provided the following summary as to the need for a PILOT percentage reduction.’

The MSHDA application for The Blackstone was submitted in October of 2021. At the time of application, Covid related cost inflation had not yet begun to show in the market. For example, at this time Francis Senior Lofts was nearing construction completion with a total development cost of \$210k per unit. Therefore, our application cost of \$230k per unit on The Blackstone seemed reasonably conservative.

Unfortunately, Covid related cost inflation began in the fall of 2021 and continued through the spring to 2023. Cost inflation during this period hit unprecedented levels creating 20-35% increases in cost over an 18-month period. For The Blackstone, this created increases from 230k per unit to 281k per unit, a 22% increase. This added nearly \$2.7 million in additional cost to the project.

All MSHDA projects from this funding round were impacted by this. Therefore, the state made additional tax credits available to support these developments. This created an increase in equity of a little over \$1 million. Unfortunately, this did not provide enough resource to cover the \$2.7 million gap. Therefore, we needed to implement several solutions to fill the remaining gap. First, we work with our GC to find value engineering solutions that didn't impact the quality of the buildings. Secondly, we convinced our GC to commit to a reduced profit margin. Thirdly, Pivotal has had to commit to deferring almost all its developer fee.

In the existing conditions, we will essentially make no fee from this almost 3-year development effort. Developer Fee is also the investor's protection during construction. If cost increases occur, they require us to use our developer fee to cover them. When there is no developer fee available these protections are not in place. Typically, investors require no more than 50% of the developer fee to be deferred to assure this protection. In the existing case more than 80% of the developer fee is being deferred.

Therefore, we are requesting council consider an amendment to our PILOT to decrease it from the existing 6% PILOT to a 4% PILOT to help support the developments feasibility. This will reduce deferred fee by around 125k creating some of the protection our investor requires. While not within their typical standards, they have agreed to accept the projects closing under these terms. Can you help me bring this request to council in October? with this we are hopeful to close in November.

Solving these feasibility issues is the primary reason for the delays. MSHDA extra credits took 6-9 months to secure, VE took 3 months due to redesign and rebid, and our partner, JHC, is now in the process of a restructuring that is creating some last-minute delays in our effort. With your help, we can see this through to a close and start before the year is up.

PS, We do not believe this creates any issues with precedent since it helps support a project impacted by special circumstance, Covid related cost inflation. If we were to submit a project today, the standard PILOT of 6% would be sufficient, as pricing is now stabilized. Our issue is solely caused by cost increases between application and closing."

## POSITIONS

There is a strong need for affordable housing within the City of Jackson and "The Blackstone" will help fill that gap. Although a 4% PILOT is not the current standard in the City of Jackson, an exception in this case to help make the project feasible is certainly well within Council's power.

ATTACHMENTS

ORDINANCE NO. 511

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED BY AN ALLOCATION UNDER THE LIHTC PROGRAM BY THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ*) (THE "ACT").

WHEREAS, the City of Jackson has received an offer from The Blackstone Limited Dividend Housing Association LLC , a limited liability company organized under the laws of the State of Michigan and in accordance with Chapter 7 of the Michigan State Housing Development Authority Act of 1966, as amended, to construct a new housing project, "The Blackstone", an up to 53 unit but not less than 44 unit, four-story residential development for persons of low income, which offer is subject to the offeror's receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority; and

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

NOW, THEREFORE, THE CITY OF JACKSON ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Jackson Tax Exemption Ordinance No. \_\_ - The Blackstone".

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Jackson is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Jackson will be benefited and improved by

such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Jackson acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program and pass-through bond by the Michigan State Housing Development Authority, to acquire, construct, own and operate a housing project on certain property located at 209 N. Blackstone and 221 W. Louis Glick Highway, Jackson, MI 49201 with the attached Exhibit A legal description in the City of Jackson to serve low income persons and families, and that the Sponsor has offered to pay the City of Jackson on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions. As used in this Ordinance:

- A. Act means the State Housing Development Authority Act, Public Act 346 of 1966, as amended. (MCL 125.1401, et seq; MSA 16.114(1), et seq.).
- B. Authority means the Michigan State Housing Development Authority.
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.
- D. Disabled means any person or family whose head, spouse, or sole member is a Person with disabilities as defined in 24 C.F.R. §5.403.
- E. Low Income Persons or Families means low income persons or families as defined in Section 15(a)(7) of the Act.
- F. Gross Potential Rents means the total potential rents as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended, (as set forth in the schedule of charged rents that is to be provided to the City of Jackson on or before December 31 of each tax year) that could be charged to all sources if all units are occupied.
- G. HUD means the U.S. Department of Housing and Urban Development
- H. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant, an allocation under the LIHTC Program by the Authority, or HUD or Authority pass-through bonds, made or to be made by the Authority to the Sponsor for

the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

I. Sponsor means The Blackstone Limited Dividend Housing Association LLC.

J. Utilities means charges for gas, electric, water, sanitary sewer, trash removal and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for low income persons and families that are financed by an allocation under the LIHTC Program by the Authority. It is further determined that The Blackstone Limited Dividend Housing Association LLC's "The Blackstone" apartments are of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction. The City of Jackson acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City of Jackson agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a mortgage loan, cash, or an allocation under the LIHTC Program by the Authority, the annual service charge shall be six (6%) percent of the gross potential rents charged and (6%) of any non-monetary consideration of any form given in return for occupancy. There is no reduction for rents charged but not paid or not paid timely. There is no reduction for any utilities. Notwithstanding the foregoing, the parties agree that the annual service charge shall not exceed the *ad valorem* property taxes that would be paid if the property were not tax exempt.

SECTION 6. Contractual Effect of Ordinance.

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

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

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid

on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

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

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid, or the Authority or HUD has any interest in the property, including a regulatory agreement in connection with an allocation under the LIHTC Program or Section 8 assistance under the Act, but not more than thirty (30) years; provided, that:

- A. Sponsor files with the City Assessor a certified notification of exemption, as required by Section 15a(1) of the Act; and
- B. Pursuant to Section 15a(6) of the Act, the annual service charge to be paid in lieu of taxes for that part of the housing project which is occupied by other than persons of low income, shall be equal to the full amount of taxes that would be paid on that portion of the housing project if the housing project were not exempt; and
- C. Acquisition of the housing project property described on Exhibit A by Sponsor occurs within 120 days of the effective date of this Ordinance.

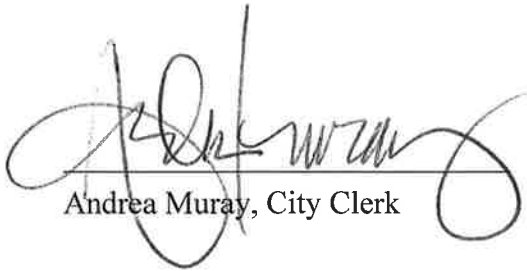
SECTION 10. Severability.

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

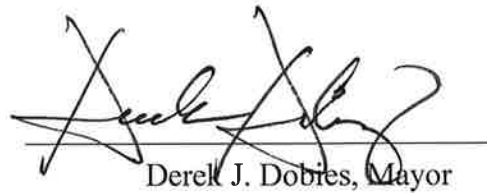
SECTION 11. Effective Date.

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

The foregoing Ordinance No. 511 was adopted by the Jackson City Council on the 28th day of September 2021 and a summary was published on October 3, 2021.



Andrea Muray, City Clerk



Derek J. Dobies, Mayor

**Exhibit A**

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

**PARCEL I:**

Tax Parcel ID: 1-0102.1000

A parcel of land located in the Southeast ¼ of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan being Lot 12, Block 2 North, Range 1 West, Blackman's Addition to the Village (Now City) of Jackson, according to the recorded plat thereof, as recorded in Liber 3, Page 10, and more particularly described as:

Beginning at the Northwest Corner of said Lot 12, thence east 132.28 feet along the north line of lot 12, thence south 132.50 feet along the east line of Lot 12, thence west 132.17 feet along the south line of Lot 12, thence north 132.57 feet along the west line of Lot 12 to the point of beginning.

**PARCEL II:**

Portion of Tax Parcel ID: 1-0090.1000 described as:

A parcel of land located in the Southeast ¼ of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan being Part of Lot 9, Block 2 North, Range 1 West, Blackman's Addition to the Village (Now City) of Jackson, according to the recorded plat thereof, as recorded in Liber 3, Page 10, and more particularly described as:

Beginning at the Northeast Corner of said Lot 9 being on the west line of the vacated alley, said alley being the second alley east of Blackstone Street, thence south along the east line of lot 9, 64 feet, thence west parallel to the north line of Lot 9, 30 feet, thence south parallel to the east line of Lot 9, to a point 12 feet north of the south line of Lot 9, thence west parallel to the south line of Lot 9 to the east line of Lot 12, said line being the west line of the vacated alley, said alley being the first alley east of Blackstone Street thence north to the northeast corner of lot 12, thence east to the point of beginning.

**PARCEL III:**

Portion of Tax Parcel ID: 1-0090.1000 described as:

A parcel of land located in the Southeast ¼ of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan being Lot 11, Block 2 North, Range 1 West, Blackman's Addition to the Village (Now City) of Jackson, according to the recorded plat thereof, as recorded in Liber 3, Page 10, and more particularly described as:

Beginning at the Northwest Corner of said Lot 11, thence east 132.17 feet along the north line of lot 11, thence south 132.50 feet along the east line of Lot 11, thence west 132.05 feet along the south line of Lot 11, thence north 132.57 feet along the west line of Lot 11 to the point of beginning.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO AMEND SECTION 5 OF THE CITY OF JACKSON TAX EXEMPTION ORDINANCE NO. 511 - THE BLACKSTONE, TO AMEND THE SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED BY AN ALLOCATION UNDER THE LIHTC PROGRAM BY THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ*) (THE "ACT").

WHEREAS, the City previously adopted Ordinance No. 511 on September 28, 2021 establishing the Blackstone Housing Project, an up to 53 unit but not less than 44 unit, four-story residential development for persons of low income, which offer is subject to the offeror's receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority; and

WHEREAS, the City and The Blackstone Limited Dividend Housing Association LLC desire to modify the approved service charge in lieu of taxes in order that the project remains financially viable and receives final approval for construction:

NOW, THEREFORE, THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Section 5 of the City of Jackson's Tax Exemption Ordinance No. 511 shall hereby be amended to read as follows:

SECTION 5. Establishment of Annual Service Charge.

The housing project and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction. The City of Jackson acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City of Jackson agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a mortgage loan, cash, or an allocation under the LIHTC Program by the Authority, the annual service charge shall be ~~foursix~~ (46%) percent of the gross potential rents charged and ~~four~~ (46%) of any non-monetary consideration of any form given in return for occupancy. There is no reduction for rents charged but not paid or not paid timely.

There is no reduction for any utilities. Notwithstanding the foregoing, the parties agree that the annual service charge shall not exceed the *ad valorem* property taxes that would be paid if the property were not tax exempt.

Section 2. This ordinance shall become effective thirty (30) days from the date of its final adoption.

## 209 N Blackstone

	2021 Millage Rate	Distribution Percentage	PILOT Payment Dollar Amount	2021 Real Property Taxes
City:				
Operating	6.7158	9.28	\$ 2,180.09	\$ 16,789.50
Public Improvement	1.9187	2.65	\$ 622.85	\$ 4,796.75
Act 345	9.6100	13.28	\$ 3,119.60	\$ 24,025.00
Debt City Hall	1.0000	1.38	\$ 324.62	\$ 2,500.00
<b>City Total Only</b>	<b>19.2445</b>	<b>26.59</b>	<b>\$ 6,247.16</b>	<b>\$ 48,111.25</b>
Jackson College Operating	1.1351	1.57	\$ 368.48	\$ 2,837.75
ISD:				
ISD Operating	0.3404	0.47	\$ 110.50	\$ 851.00
Vocational Ed	2.1306	2.94	\$ 691.64	\$ 5,326.50
Special Ed	4.8827	6.75	\$ 1,585.02	\$ 12,206.75
Special Ed	1.5422	2.13	\$ 500.63	\$ 3,855.50
Jackson Public Schools:				
Operating	18.0000	24.88	\$ 5,843.17	\$ 45,000.00
Debt May 04	2.4725	3.42	\$ 802.62	\$ 6,181.25
Debt Nov 09	0.0845	0.12	\$ 27.43	\$ 211.25
Debt May 18	3.6430	5.03	\$ 1,182.59	\$ 9,107.50
Recreation	0.4977	0.69	\$ 161.56	\$ 1,244.25
State Education Tax	6.0000	8.29	\$ 1,947.72	\$ 15,000.00
DDA Operating	1.9996	2.76	\$ 649.11	\$ 4,999.00
Jackson County:				
Operating	5.0767	7.02	\$ 1,648.00	\$ 12,691.75
Medical Care	0.2482	0.34	\$ 80.57	\$ 620.50
Jail	0.4810	0.66	\$ 156.14	\$ 1,202.50
Senior Services	0.5979	0.83	\$ 194.09	\$ 1,494.75
Lifeways	0.4958	0.69	\$ 160.95	\$ 1,239.50
County Parks	0.4965	0.69	\$ 161.17	\$ 1,241.25
Animal Control	0.2482	0.34	\$ 80.57	\$ 620.50

## 209 N Blackstone

	2021 Millage Rate	Distribution Percentage	PILOT Payment Dollar Amount	2021 Real Property Taxes
City:				
Operating	6.7158	9.28	\$ 1,453.39	\$ 16,789.50
Public Improvement	1.9187	2.65	\$ 415.23	\$ 4,796.75
Act 345	9.6100	13.28	\$ 2,079.74	\$ 24,025.00
Debt City Hall	1.0000	1.38	\$ 216.41	\$ 2,500.00
<b>City Total Only</b>	<b>19.2445</b>	<b>26.59</b>	<b>\$ 4,164.77</b>	<b>\$ 48,111.25</b>
Jackson College Operating	1.1351	1.57	\$ 245.65	\$ 2,837.75
ISD:				
ISD Operating	0.3404	0.47	\$ 73.67	\$ 851.00
Vocational Ed	2.1306	2.94	\$ 461.09	\$ 5,326.50
Special Ed	4.8827	6.75	\$ 1,056.68	\$ 12,206.75
Special Ed	1.5422	2.13	\$ 333.75	\$ 3,855.50
Jackson Public Schools:				
Operating	18.0000	24.88	\$ 3,895.45	\$ 45,000.00
Debt May 04	2.4725	3.42	\$ 535.08	\$ 6,181.25
Debt Nov 09	0.0845	0.12	\$ 18.29	\$ 211.25
Debt May 18	3.6430	5.03	\$ 788.40	\$ 9,107.50
Recreation	0.4977	0.69	\$ 107.71	\$ 1,244.25
State Education Tax	6.0000	8.29	\$ 1,298.48	\$ 15,000.00
DDA Operating	1.9996	2.76	\$ 432.74	\$ 4,999.00
Jackson County:				
Operating	5.0767	7.02	\$ 1,098.67	\$ 12,691.75
Medical Care	0.2482	0.34	\$ 53.71	\$ 620.50
Jail	0.4810	0.66	\$ 104.10	\$ 1,202.50
Senior Services	0.5979	0.83	\$ 129.39	\$ 1,494.75
Lifeways	0.4958	0.69	\$ 107.30	\$ 1,239.50
County Parks	0.4965	0.69	\$ 107.45	\$ 1,241.25
Animal Control	0.2482	0.34	\$ 53.71	\$ 620.50

Library Op	1.7448		2.41		\$ 377.60		\$ 4,362.00
JTA Operating	0.9995		1.38		\$ 216.31		\$ 2,498.75
<b>Totals:</b>	<b>72.3614</b>		<b>100.00</b>		<b>\$ 15,660.00</b>		<b>\$ 180,903.50</b>
Shelter Rents Estimate	\$391,500	(provided by developer)			\$15,660.00		Based on 4% of Shelter Rents
Estimated Taxable Value	\$2,500,000	(provided by Assessor)			\$ 1,277.93		1% Admin fee not collected

Library Op	1.7448		2.41		\$ 566.40		\$ 4,362.00
JTA Operating	0.9995		1.38		\$ 324.46		\$ 2,498.75
<b>Totals:</b>	<b>72.3614</b>		<b>100.00</b>		<b>\$ 23,490.00</b>		<b>\$ 180,903.50</b>
Shelter Rents Estimate	\$391,500	(provided by developer)			\$23,490.00		Based on 6% of Shelter Rents
Estimated Taxable Value	\$2,500,000	(provided by Assessor)			\$ 1,277.93		1% Admin fee not collected

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** October 24, 2023  
**SUBJECT:** Temporary relocation of Ward 2 Polling Place

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**Recommendation:**

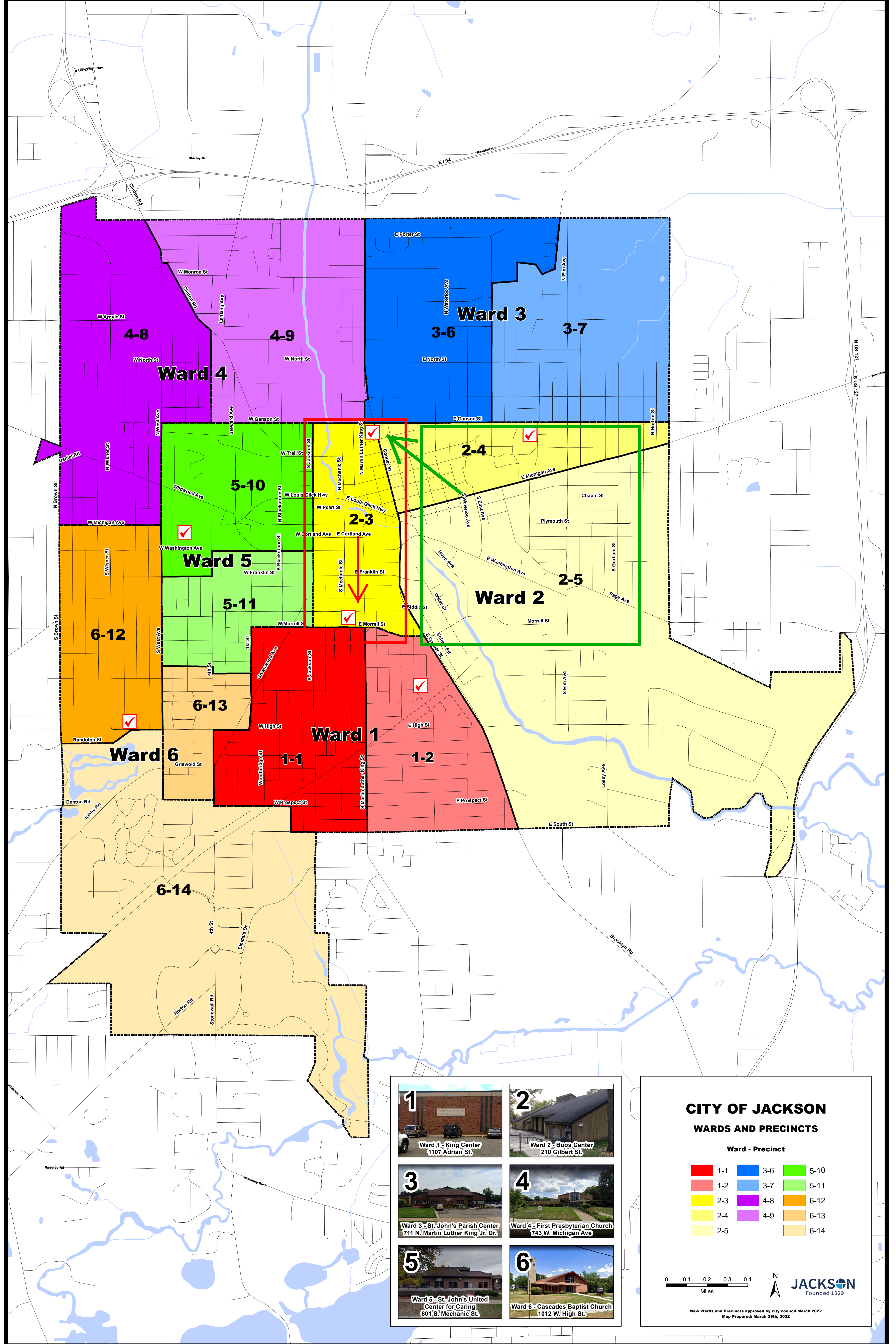
Establish, by vote of the Council, the continuation of the temporary polling place relocation for Ward 2 by moving Precinct 3 to St. John's UCC and Precincts 4 and 5 to St. John's Parish for the 2024 Election Cycle.

The Clerk's Office has been made aware that the Boos Center renovations will result in the building being unavailable for the 2024 Election Cycle

On February 21, 2023 the City Council voted to have Precinct 3 electors vote at the St. John's UCC (located at 8001 S. Mechanic) and Precincts 4 and 5 at St. John's Parish (located at 711 N. MLK Jr Drive).

The Clerk's Office believes that maintaining those polling locations for the 2024 election calendar will result in less confusion. MCL 168.662(5) allows for a single polling place to contain up to six precincts.

On October 13, 2023 the Election Commission also voted unanimously to recommend the continuation of the current temporary relocation of the polling places for Ward 2.



### CITY OF JACKSON WARDS AND PRECINCTS

**Ward - Precinct**

1-1	3-6	5-10
1-2	3-7	5-11
2-3	4-8	6-12
2-4	4-9	6-13
2-5		6-14

0 0.1 0.2 0.3 0.4

Miles

N

**JACKSON**  
Founded 1829

New Wards and Precincts approved by city council March 2022  
Map Prepared: March 29th, 2022

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** October 24, 2023  
**SUBJECT:** Early Voting Location for the City of Jackson

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**Recommendation:**

**Establish, by vote of the Council, Council Chambers inside City Hall as the early voting location for the 2024-2025 Election Years.**

Proposal 2022-2 requires municipalities to conduct early voting prior to each State and Federal Election beginning in 2024. If conducting EV as a single municipality, the local legislative body must approve EV sites (MCL 168.662(1); MCL 168.720e(2)).

After taking into consideration factors such as location, public transportation availability, ADA requirements, and City owned facilities the council chambers were determined to be the best option for 2024.

On October 13, 2023 the Election Commission voted unanimously to recommend to City Council the use of council chambers inside City Hall to conduct early voting for the 2024 Election Cycle.

Act No. 81  
Public Acts of 2023  
Approved by the Governor  
July 18, 2023  
Filed with the Secretary of State  
July 19, 2023  
EFFECTIVE DATE: Sine Die  
(91st day after final adjournment of the 2023 Regular Session)

**STATE OF MICHIGAN  
102ND LEGISLATURE  
REGULAR SESSION OF 2023**

Introduced by Senators Moss, McBroom, Singh, Brinks, Wojno, Cavanagh, Hertel, Chang, Geiss, Polehanki, Irwin, McCann, Camilleri, Shink, Cherry, McDonald Rivet and McMorrow

## **ENROLLED SENATE BILL No. 367**

AN ACT to amend 1954 PA 116, entitled “An act to reorganize, consolidate, and add to the election laws; to provide for election officials and prescribe their powers and duties; to prescribe the powers and duties of certain state departments, state agencies, and state and local officials and employees; to provide for the nomination and election of candidates for public office; to provide for the resignation, removal, and recall of certain public officers; to provide for the filling of vacancies in public office; to provide for and regulate primaries and elections; to provide for the purity of elections; to guard against the abuse of the elective franchise; to define violations of this act; to provide appropriations; to prescribe penalties and provide remedies; and to repeal certain acts and all other acts inconsistent with this act,” by amending sections 570, 662, 668b, 674, 736b, 736c, 736d, 736e, 764a, 764b, 764d, 765, 765a, 765b, 768, 769, 795b, 797a, 798b, and 805 (MCL 168.570, 168.662, 168.668b, 168.674, 168.736b, 168.736c, 168.736d, 168.736e, 168.764a, 168.764b, 168.764d, 168.765, 168.765a, 168.765b, 168.768, 168.769, 168.795b, 168.797a, 168.798b, and 168.805), section 570 as amended by 2017 PA 113, section 662 as amended by 2022 PA 219, section 668b as added by 2018 PA 614, sections 674 and 764b as amended by 2018 PA 120, sections 736b, 736c, 736d, and 736e as amended by 2018 PA 190, section 764a as amended by 2023 PA 25, section 764d as added by 2020 PA 95, sections 765 and 765b as amended by 2022 PA 195, section 765a as amended by 2020 PA 177, section 769 as amended by 1995 PA 261, sections 795b and 798b as amended by 1990 PA 109, section 797a as amended by 1996 PA 583, and section 805 as amended by 2000 PA 207, and by adding sections 8, 523b, 720a, 720b, 720c, 720d, 720e, 720f, 720g, 720h, 720i, 720j, 765c, and 768a; and to repeal acts and parts of acts.

*The People of the State of Michigan enact:*

Sec. 8. As used in this act:

(a) “Clerk’s office” includes a satellite office of a clerk.

(b) “Municipal” or “municipality” mean a city or township.

(c) “Satellite office of a clerk” means a place designated by a clerk, and staffed by employees of the clerk or assistants as authorized under section 29, to perform specific duties under this act and to offer specified election administration services to electors of a municipality.

Sec. 523b. (1) If a city or township has processed 500 or more election day voter registrations in either or both of the previous 2 general November elections, the board of election commissioners of that city or township may establish election day vote centers to tabulate ballots issued to electors who register to vote or update voter registration on election day. No later than 90 days before an election, the board of election commissioners of a city

or township that establishes an election day vote center under this subsection must inform the county clerk of the county in which that city or township is located that an election day vote center will be established in that city or township. No later than the fourth day before election day, the city or township clerk of a city or township that establishes an election day vote center shall post notice of the establishment and location of that election day vote center on the website of the city or township, if available, and in the clerk's office.

(2) An election day vote center operates as a polling place and must have at least 3 election inspectors appointed under section 674 and be located in the same building where the city or township clerk provides election day registration, which includes a satellite office of that city or township clerk. A political party, or an incorporated organization or organized committee of interested citizens as described under sections 730 and 731, may have 1 challenger for every 8 election inspectors assigned to an election day vote center.

(3) Only an elector who registers to vote or updates the elector's voter registration in the city or township on election day is eligible to cast a ballot at an election day vote center that is located in the same building in which the elector registers to vote or updates the elector's voter registration. The registered elector must present to an election inspector at the election day vote center the voter registration receipt issued to that elector under section 497(5) by the city or township clerk on election day, and must comply with all of the other requirements for an elector under section 523. An election inspector in an election day vote center shall do all of the following:

(a) Allow an elector to cast a ballot in the same manner as an elector whose name is listed on the voter registration list in an election day precinct.

(b) Enter the elector's name in the poll book approved by the secretary of state for use in an election day vote center.

(c) Issue a ballot to the elector who shall mark the ballot and deposit the ballot in the tabulator.

(4) A city or township clerk shall configure an election day vote center with at least 1 tabulator and a corresponding poll book that lists the electors issued a ballot to be cast on that tabulator. The collected voter registration receipts under subsection (3) serve as 1 of the required poll lists, and the list of electors issued a ballot in the poll book serves as the second required poll list.

(5) The county clerk shall program the tabulators to be used in an election day vote center so that the results will be included in the unofficial and official election accumulation reports that are part of the election day precinct results. The number of tabulators and poll books must conform to the manner in which the county clerk programs tabulators for use in an election day vote center.

(6) An elector who is in line at a city or township clerk's office, including a satellite office of that city or township clerk, by 8 p.m. on election day to register to vote or update a voter registration must be allowed to complete the voter registration transaction and be allowed to cast a ballot immediately after that transaction at that city or township election day vote center. The election inspectors at an election day vote center must allow an elector who was issued a voter registration receipt at the city or township clerk's office on election day and who is in line at that election day vote center by 8 p.m. on election day to cast a ballot, including after 11:59 p.m. on election day if necessary.

(7) The election inspectors at an election day vote center must follow the same process required at an election day polling place after the last elector in line casts a ballot.

Sec. 570. Except for ballots used for early voting that are produced by an on-demand ballot printing system, paper ballots must be numbered consecutively and identified by use of the words "official primary ballot" on the upper right hand corner on the front of the ballot with a perforated line across the top of the ballot and underneath the number and identification so that the stub with the number and identification may be torn off. The detachable stub serves for the several party tickets and the ballot number must be printed on the stub on 1 side only. A political party designation must not appear on a ballot stub so numbered and identified. After the ballots are trimmed and wrapped in sealed packages, the ballots must be distributed for use at the primary election in the same manner as is provided by law for the distribution of ballots to be used at general elections. Ballots must be prepared in substantially the following form:

OFFICIAL PRIMARY BALLOT

No. ....

OFFICIAL PRIMARY ELECTION BALLOT

Primary election to be held ..... 20..... in the county of .....  
.....party.

You cannot split your ticket. If you vote for candidates on more than 1 party ticket, your ballot will be rejected.

Make a cross or a check mark in the square to the left of not more than the number of names for each office as may be indicated under the title of each office.

State.	Legislative.
Governor.	State Senator. .....District.
Vote for not more than one.	Vote for not more than one.
[ ] 1 John Doe	[ ] 7 John Doe
[ ] 2 Richard Roe	[ ] 8 Richard Roe
[ ]	[ ]
Congressional.	Representative in State Legislature.
United States Senator.....	..... District.
Vote for not more than one.	Vote for not more than one.
[ ] 3 John Doe	[ ] 9 John Doe
[ ] 4 Richard Roe	[ ] 10 Richard Roe
[ ]	[ ]
Representative in Congress. ..... District.	County. Prosecuting Attorney.
Vote for not more than one.	Vote for not more than one.
[ ] 5 John Doe	[ ] 11 John Doe
[ ] 6 Richard Roe	[ ] 12 Richard Roe
[ ]	[ ]

Sec. 662. (1) The legislative body in each municipality shall provide a suitable polling place for each precinct located in the municipality for use on election day and shall provide a suitable early voting site for each precinct in the municipality for each election at which the municipality conducts early voting under section 720e. If at any election a municipality conducts early voting jointly with 1 or more other municipalities located in the same county, early voting sites for that election must be provided in accordance with section 720f. If at any election a county clerk conducts early voting for 1 or more municipalities located in the county, the board of county election commissioners of that county shall provide 1 or more early voting sites for that election as provided under section 720g. A publicly owned or controlled building, including, but not limited to, a municipal building or school building, must be used as a polling place unless it is not possible or convenient to use a publicly owned or controlled building as a polling place.

(2) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall not designate as a polling place or early voting site a building that is owned or leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282. For purposes of the previous sentence, "leased" means that the entire building, and not just a portion of the building, is leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282. In addition, a building must not be designated as a polling place or early voting site if a portion of that

building is leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282, and the portion of that building leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282, is located within 100 feet from the entrance of the polling place or early voting site located inside that building.

(3) Except as otherwise provided in section 4(1)(m) of article II of the state constitution of 1963 for early voting, the legislative body in each city or township may establish a central polling place or central polling places for 6 precincts or less if it is possible and convenient for the electors to vote at a central polling place or at central polling places. The legislative body in each city or township may abolish other polling places not required as a result of the establishment of a central polling place or central polling places.

(4) A township board may provide polling places or early voting sites located within the limits of a city that has been incorporated from territory formerly a part of the township, and the electors of the township may cast their ballots at those polling places or early voting sites. If 2 contiguous townships utilize a combined township hall or other publicly owned or controlled building within 1 of the township's boundaries and outside of the other township's boundaries, and there is not another publicly owned or controlled building available or suitable for a polling place or early voting site within the other township, then each township board may provide a polling place or early voting site in that publicly owned building for 1 or more election precinct.

(5) A city or township, or a county as provided under section 720g, shall not use as a polling place, early voting site, or central polling place a building that does not meet the requirements of this section. For early voting under sections 720a to 720j, if a city or township cannot secure a building to be used as a polling place or early voting site that meets the requirements of this section, that city or township must enter into a municipal agreement under section 720f or a county agreement under section 720g.

(6) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall not establish, move, or abolish a polling place, early voting site, or central polling place less than 60 days before an election unless necessary because a polling place, early voting site, or central polling place has been damaged, destroyed, or rendered inaccessible or unusable as a polling place, early voting site, or central polling place.

(7) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall ensure that a polling place, early voting site, or central polling place established under this section is accessible and complies with the voting accessibility for the elderly and handicapped act and the help America vote act of 2002.

(8) After a polling place or early voting site is approved under this section, the appropriate clerk, as provided under subsections (9) and (10), must provide a notice specifying the location of the polling place or early voting site to each registered elector entitled to vote at that polling place or early voting site. The notice requirement under this subsection applies to permanent and temporary changes to polling places and early voting sites, except that notice is not required if an early voting site is established in addition to 1 or more early voting sites that remain in effect for which notice was previously provided to each elector. The notice required under this subsection must be provided as follows:

(a) No later than 45 days before an election for a polling place or early voting site established or changed by the sixtieth day before an election.

(b) For temporary changes made to a polling place or early voting site under subsection (6), no later than 21 days before an election for a polling place and no later than 21 days before the first day of early voting for an early voting site. In addition to the notice required to each registered elector under this subdivision, the appropriate clerk must post a sign indicating the new polling place location or early voting site at the location of the former polling place location or early voting site.

(9) After a polling place is approved under this section, the city or township clerk of the city or township approving the polling place must provide the notice required under subsection (8) by either of the following methods:

(a) Updating and sending the voter identification card issued under section 499.

(b) Sending a separate notice by mail or other method designed to provide actual notice to the registered elector.

(10) After an early voting site is approved under this section, the appropriate clerk must provide the notice required under subsection (8) by sending a separate notice by mail or other method designed to provide actual notice to the registered elector, and must not provide the notice by updating the voter identification card issued under section 499. In addition to identifying the location of the early voting site, the separate notice sent under this subsection must provide the hours of operation of the early voting site for each day early voting is offered. The notice under this subsection must be provided as follows:

(a) For early voting conducted under section 720e, by the clerk of the municipality approving the early voting site.

(b) For early voting conducted under section 720f, by the clerk of each municipality that is a party to the municipal agreement, or as otherwise provided by the municipal agreement.

(c) For early voting conducted under section 720g, by the clerk of the county where the early voting site is located or by the clerk of each municipality that is a party to the county agreement.

(11) For temporary changes made under subsection (6) to a polling place within 20 days before an election or to an early voting site within 20 days before the start of early voting, the appropriate clerk must provide notice in all of the following ways:

(a) By posting a sign indicating the new polling place location or early voting site at the location of the former polling place location or early voting site.

(b) By posting the new polling place location or early voting site on the website of the municipality or county, as applicable.

(c) By posting the new polling place location or early voting site on the department of state's website.

(12) As used in this section:

(a) "Accessible" means the removal or modification of policies, practices, and procedures that deny an individual with a disability the opportunity to vote, including the removal of physical barriers as identified in section 261(b) of the help America vote act of 2002, 52 USC 21021, so as to ensure individuals with disabilities the opportunity to participate in elections in this state.

(b) "Candidate" means that term as defined in section 3 of the Michigan campaign finance act, 1976 PA 388, MCL 169.203.

(c) "Early voting site" means that term as described in section 4(1)(m) of article II of the state constitution of 1963.

Sec. 668b. (1) Each city or township shall use the electronic poll book software developed, acquired, or approved by the bureau of elections in each election precinct in the city or township on election day to process voters and generate election precinct reports.

(2) Except as otherwise provided in subsection (3), after 4 p.m. on the day before an election, each city or township clerk shall download the electronic poll book software from the qualified voter file software.

(3) In a city or township with more than 50 election precincts, the city or township clerk may begin downloading the electronic poll book software from the qualified voter file software after 2 p.m. on the Saturday before an election. If a city or township clerk downloads the electronic poll book software from the qualified voter file software before 4 p.m. on the day before an election as provided in this subsection, the city or township clerk must provide a supplemental absent voter list to each election precinct before the polls open on election day that captures any absent voter activity in the city or township between 2 p.m. on the Saturday before the election and 4 p.m. on the Monday before the election.

Sec. 674. (1) Notwithstanding any other provision of law to the contrary and subject to this section, the city and township board of election commissioners, at least 21 days before each election, but in no case less than 5 days before the date set for holding schools of instruction, shall appoint for each election precinct at least 3 election inspectors and as many more as in its opinion is required for the efficient, speedy, and proper conduct of the election. The board of election commissioners may appoint as election inspector an individual on the list submitted by a major political party under section 673a who is qualified to serve under section 677. An appointment of an election inspector under this section is void if a properly completed application for that election inspector is not on file in the clerk's office as prescribed in section 677.

(2) The board of election commissioners shall designate 1 appointed election inspector as chairperson. The board of election commissioners shall appoint at least 1 election inspector from each major political party and shall appoint an equal number, as nearly as possible, of election inspectors in each election precinct from each major political party. The board of election commissioners may appoint election inspectors in an election precinct from minor political parties. Not later than 2 business days following the appointment of election inspectors under subsection (1) for elections in which a federal or state office appears, the board of election commissioners shall notify by certified mail, personal service, or electronic transmission capable of determining date of receipt the county chair of each major political party of the names and political party affiliations of appointed election inspectors and the precincts to which those election inspectors were appointed. A board of election commissioners shall not appoint an individual as an election inspector if that individual declares a political party preference for 1 political party but is a known active advocate of another political party. As used in this section, "a known active

advocate” means an individual who meets 1 or more of the following:

(a) Is a delegate to the convention or an officer of that other political party.

(b) Is affiliated with that political party through an elected or appointed government position.

(c) Has made documented public statements specifically supporting by name the other political party or its candidates in the same calendar year as the election for which the appointment is being made. As used in this subdivision, “documented public statements” means statements reported by the news media or written statements with a clear and unambiguous attribution to the applicant.

(3) The county chair of a major political party may challenge the appointment of an election inspector based on the qualifications of the election inspector, the legitimacy of the election inspector’s political party affiliation, or whether there is a properly completed declaration of political party affiliation in the application for that election inspector on file in the clerk’s office. The challenge must be in writing, specifically identify the reason for the challenge, and include any available documentation supporting the challenge. The county chair of the political party shall file a challenge under this subsection with the board of election commissioners not later than 4 business days following receipt of the board of election commissioners’ notice of appointed election inspectors under subsection (2).

(4) Upon receipt of a challenge under subsection (3), the board of election commissioners shall determine whether the appointee has the necessary qualifications by reviewing the application or any other official records, such as voter registration records, or whether the applicant has a properly completed certification of political party affiliation in the application. If the challenge alleges that the appointee is a known active advocate of a political party other than the one on the appointee’s application, the board of election commissioners immediately shall provide the appointee with a copy of the challenge by certified mail, personal service, or electronic transmission capable of determining date of receipt. The appointee may respond to the challenge within 2 business days after receiving a copy of the challenge. A response must be by affidavit addressing the specific reasons for the challenge. Failure to respond results in revocation of the appointment. Within 2 business days after receiving the challenge or a response from the appointee, whichever is later, the board of election commissioners shall make a final determination and notify the appointee and the county chair of the political party of the determination.

(5) If a vacancy occurs in the office of chairperson or in the office of election inspector before election day, the chairperson of the board of election commissioners shall designate some other properly qualified applicant or election inspector as chairperson or some other qualified applicant as election inspector, as applicable, subject to this section. If a vacancy occurs in the office of chairperson on election day, the remaining election inspectors shall designate 1 of the election inspectors as chairperson.

Sec. 720a. As used in sections 720b to 720j:

(a) “County agreement” means an agreement, or any amendment to the agreement, between 1 or more municipalities located in whole or in part in the same county and the county clerk of that county authorizing the county clerk of the county to conduct early voting for each municipality that is a party to the agreement, with the assistance of, and in consultation with, the clerk of each municipality that is a party to the agreement.

(b) “Early voting” means casting a ballot in person before election day in the same manner as a ballot is cast on election day, including depositing the ballot into a tabulator.

(c) “Early voting plan” means a document and any addenda to the document outlining the manner in which early voting will be provided.

(d) “Early voting poll book” means the poll book utilized in early voting to create the poll list of registered electors voting at an early voting site and to comply with all statutory requirements of a poll book in an election. An early voting poll book may be electronic or a combination of electronic and paper, as prescribed by the secretary of state.

(e) “Early voting site” means a location where early voting occurs and that meets both of the following requirements:

(i) Is open for at least 9 consecutive days of early voting beginning on the second Saturday before a statewide or federal election and ending on the Sunday before a statewide or federal election.

(ii) Is open for at least 8 hours each day during the required 9 consecutive days of early voting.

(f) “Municipal agreement” means an agreement, or any amendment to the agreement, between 2 or more municipalities located in whole or in part in the same county to jointly conduct early voting.

Sec. 720b. (1) A registered and qualified elector in this state has the right to vote in person in each statewide and federal election at an early voting site before election day. An elector at an early voting site has the same rights and is subject to the same requirements as an elector at a polling place on election day.

(2) Early voting must be provided in each statewide and federal election for at least 9 consecutive days beginning on the second Saturday before the statewide or federal election and ending on the Sunday before the statewide or federal election, and must be provided for at least 8 hours each day during the required 9 consecutive days of early voting.

(3) Beginning January 1, 2026, early voting may be offered on the Monday before an election. The early voting on that Monday must end no later than 4 p.m.

Sec. 720c. (1) The secretary of state shall supervise the implementation and conduct of early voting required under section 4(1)(m) of article II of the state constitution of 1963 to provide each elector an opportunity to cast a ballot in person before each statewide or federal election.

(2) For early voting required under section 4(1)(m) of article II of the state constitution of 1963, the secretary of state shall do all of the following:

(a) Issue instructions and procedures to county and municipal election officials on the administration and conduct of early voting.

(b) Advise and direct county and municipal election officials on conducting early voting.

(c) Develop, acquire, or approve new technology for the early voting poll book to efficiently and securely implement, administer, and conduct early voting.

(d) Create a model municipal agreement template and model county agreement template, and ensure that each template can be completed online by a county or municipality.

(e) Create model early voting plan templates for municipalities to complete, and ensure that each template can be electronically transmitted to the bureau of elections.

(f) Create model countywide early voting plan templates for county clerks to complete, and ensure that each template can be electronically transmitted to the bureau of elections.

(g) Evaluate new voting system technology that produces ballots on demand or that may be used to cast and tabulate early voting ballots, and, if appropriate, submit new technology to the board of state canvassers for approval under section 795a.

(3) The secretary of state shall provide resources to county and municipal election officials that prevent an elector from intentionally or inadvertently casting more than 1 ballot at an election, including, but not limited to, an elector casting more than 1 ballot at 1 or more early voting sites or an elector casting an absent voter ballot and a ballot at an early voting site. The resources required may be technological, procedural, or a combination of both technological and procedural.

(4) The secretary of state shall provide guidance to county and municipal election officials regarding the process for securing equipment and ballots at the conclusion of each day of early voting.

(5) The secretary of state shall issue instructions regarding ballots produced by an on-demand ballot printing system and that are subject to challenge.

Sec. 720d. (1) Each municipality shall administer early voting under 1 of the following provisions:

(a) Conduct early voting as a single municipality separate from any other municipality as provided under section 720e.

(b) Enter into a municipal agreement and jointly conduct early voting with 1 or more other municipalities located in the same county as provided under section 720f.

(c) Enter into a county agreement and authorize the county clerk of the county in which that municipality is located to conduct early voting for 1 or more municipalities located in that county, with the assistance of, and in consultation with, the clerk of each municipality that is a party to the county agreement as provided under section 720g.

(2) Subject to subsection (4), no later than 155 days before the first regularly scheduled statewide or federal election in an even numbered year, the clerk of each county shall notify the clerk of each municipality in that county regarding whether the county clerk intends to conduct early voting through a county agreement. No later than 150 days before the first regularly scheduled statewide or federal election in an even numbered year, the clerk of each municipality shall notify the county clerk of the county in which that municipality is located regarding whether the municipality intends to enter into a municipal agreement or a county agreement, or whether the municipality intends to conduct early voting as a single municipality separate from any other municipality.

(3) Subject to subsection (4), no later than 125 days before the first regularly scheduled statewide or federal election to be held in an even numbered year, the municipal clerks entering into a municipal agreement, and the municipal clerks and county clerk of each county entering into a county agreement, must finalize and sign those agreements. No later than 90 days before a special statewide or federal election, the municipal clerks entering into a municipal agreement, and the municipal clerks and county clerk of each county entering into a county agreement, must finalize and sign those agreements.

(4) Notwithstanding subsections (2) and (3), a municipality that conducts early voting as a single municipality under section 720e for a presidential primary election may, no later than April 15 of the year in which that presidential primary election is held, enter into a municipal agreement under section 720f or a county agreement under section 720g for the remaining statewide and federal elections to be held in that year and the following year, and for any other elections included in the municipal agreement or county agreement. The municipal agreement or county agreement entered into under this subsection may be a new agreement, or an amendment to an existing agreement that was in effect for the presidential primary election if all of the parties to the agreement agree to the amendment.

Sec. 720e. (1) The clerk of a municipality that does not enter into a municipal agreement or county agreement for conducting early voting is responsible for administering early voting in that municipality.

(2) Each early voting site for a municipality described in subsection (1) must be designated in the same manner as polling places are designated in section 662. Each elector registered in the municipality may engage in early voting at any early voting site in that municipality.

(3) The board of election commissioners of a municipality described in subsection (1) shall, in accordance with section 674, appoint election inspectors for each early voting site in that municipality.

(4) For each federal and statewide election, each municipality described in subsection (1) must have 1 or more early voting sites. In addition, the clerk of the municipality described in subsection (1) may set additional hours for early voting on any of the required 9 consecutive days of early voting as described in section 720b.

(5) The clerk of a municipality described in subsection (1) may also offer early voting on additional days beyond the required 9 consecutive days as described in section 720b. The clerk of the municipality may set the hours for those additional days of early voting without regard to the hours on the required 9 consecutive days of early voting described in section 720b. Additional days of early voting as described in this subsection must take place on or after the twenty-ninth day before an election.

(6) The legislative body of a municipality described in subsection (1) may adopt a resolution to conduct early voting in an election held in that municipality that is not a statewide or federal election, and early voting for that election must be conducted under the requirements of this section, except that the required 9 consecutive days of early voting beginning on the second Saturday before the election and ending on the Sunday before the election, and the required minimum of 8 hours of early voting each day, do not apply.

(7) If a municipality has 250 or more precincts, each ballot form that contains identical offices and names may be considered a separate precinct for purposes of early voting.

Sec. 720f. (1) The secretary of state shall prescribe the provisions that must be included in a municipal agreement. The provisions must include, at a minimum, all of the following:

(a) The name of each municipality that is a party to the agreement.

(b) The number of precincts in each participating municipality.

(c) The name of the coordinator who will organize and monitor the administrative requirements of early voting for the participating municipalities.

(d) The process for approving early voting sites, in accordance with section 662, by 1 or more legislative bodies of the participating municipalities.

(e) The board of election commissioners of the participating municipalities that will appoint, pursuant to section 674, the election inspectors for each early voting site.

(f) The process for approving early voting hours for the required 9 consecutive days of early voting, and the process for approving any additional days and hours of early voting.

(g) The communication strategy for informing electors of the opportunity for early voting, and for publicizing each early voting site, along with the dates and hours of operation of each early voting site.

(h) The process to ensure that the secretary of state has the information necessary to include the location, along with the dates and hours of operation, of each early voting site on the department of state's website.

(i) The process for developing the early voting budget and cost sharing procedures.

(j) The process for determining the number of tabulators and early voting poll books that are necessary at each early voting site and the name of each municipality that will provide those tabulators and early voting poll books.

(k) The name of the board of election commissioners that will conduct testing of the electronic voting equipment.

(l) The name of the clerk who shall download the early voting poll book.

(m) The supervision and staffing of each early voting site on each day of early voting.

(n) Information on how a receiving board or group of election inspectors will be appointed to canvass the early vote returns on election day and report early voting results to the county clerk.

(o) The process for a participating municipality to withdraw from the agreement.

(2) The clerks of the municipalities that are participating in a municipal agreement shall appoint a coordinator to organize and monitor the administrative requirements of early voting. The coordinator must be a clerk, or a member of the clerk's staff, of a municipality that is a party to the agreement. The coordinator shall provide oversight to ensure sufficient resources are available and are timely dispatched to each early voting site. The coordinator shall develop the early voting plan and the early voting budget for each election.

(3) The clerks of the municipalities that are participating in a municipal agreement shall designate a participating municipal clerk to download the early voting poll book.

(4) In accordance with section 662, the coordinator shall submit each early voting site to the legislative body of the municipality or municipalities designated by the municipal agreement for approval.

(5) A participating municipal clerk shall recruit election inspectors at the request of the coordinator, or shall provide the coordinator with the list of election inspectors for that clerk's municipality. The board of election commissioners of a municipality recruiting the election inspectors, or of any other municipality that is a party to the agreement, shall, in accordance with section 674, appoint election inspectors for early voting.

(6) The clerks of the municipalities that are participating in a municipal agreement shall appoint a municipal clerk to act as supervisor for each day of early voting. The supervisor shall operate in the same manner as a municipal clerk does for an election day polling place. A supervisor may delegate the supervisor's duties to a member of the supervisor's staff.

(7) For each federal and statewide election, there must be 1 or more early voting sites that are open to all the registered electors of each municipality that is a party to the municipal agreement.

(8) The clerks of the municipalities that are participating in a municipal agreement may also agree to jointly offer early voting on additional days beyond the required 9 consecutive days as described in section 720b. The clerks may set the hours for those additional days of early voting without regard to the required hours for early voting on the 9 consecutive days of early voting described in section 720b. Additional days of early voting as described in this subsection must take place on or after the twenty-ninth day before an election.

(9) The legislative body of a municipality that is a party to a municipal agreement may adopt a resolution to conduct early voting in an election to be held in the municipality that is not a statewide or federal election. If a municipality adopts a resolution as provided in this subsection, the clerk of that municipality shall conduct early voting for that election as provided under section 720e.

(10) The legislative body of each municipality that is a party to a municipal agreement may enter into an agreement to jointly conduct early voting in an election that involves more than 1 of the municipalities in the municipal agreement and that is not a statewide or federal election. Early voting in those elections must be conducted under the requirements of this section, except that the required minimum of 9 consecutive days of early voting beginning on the second Saturday before the election and ending on the Sunday before the election, and the required minimum of 8 hours of early voting each day, do not apply.

(11) A municipal agreement covers all statewide and federal elections, and any additional elections included in the municipal agreement, for at least the entire election year in which a general November election is held and the year following that general November election. Subject to this subsection, a municipal agreement may provide that the agreement has no fixed termination date. Subject to this subsection, a party to a municipal agreement may withdraw from the agreement by providing at least 30 days' written notice to the other parties to the agreement. A party to a municipal agreement may not withdraw from the municipal agreement during the period beginning 150 days before the first statewide general November election in an even numbered year and ending on the completion of the county canvass for that statewide general November election in that even numbered year. If any municipal agreement covers any election in addition to the statewide and federal elections, a party to that municipal agreement may not withdraw from the municipal agreement during the period beginning 150 days before the election covered under the municipal agreement and ending on the completion of the county canvass for that election. If a municipality withdraws from a municipal agreement, the municipality must conduct early voting as provided under section 720e.

Sec. 720g. (1) The secretary of state shall prescribe the provisions that must be included in a county agreement between 1 or more municipalities located in the same county and the county clerk of that county authorizing the county clerk to conduct early voting for each municipality that is a party to the agreement, with assistance from, and in consultation with, the clerk of each municipality that is a party to the agreement. The provisions must include, but not be limited to, all of the following:

- (a) The name of the county and the name of each municipality involved in the agreement.
  - (b) The number of precincts in each participating municipality.
  - (c) The name of the coordinator who will organize and monitor the administrative requirements of early voting.
  - (d) The process for determining the number of early voting sites needed, and the process for determining the location of each early voting site.
  - (e) The process for approving the early voting hours for the required 9 consecutive days of early voting, and the process for approving any additional days and hours of early voting.
  - (f) The communication strategy for informing electors of the opportunity for early voting, and for publicizing each early voting site, along with the dates and hours of operation of each early voting site, and which city or township is served by each early voting site.
  - (g) The process to ensure that the secretary of state has the information necessary to include the location, along with the dates and hours of operation, of each early voting site on the department of state's website.
  - (h) The process for developing the early voting budget and cost sharing and chargeback procedures.
  - (i) The process for determining the number of tabulators and early voting poll books that are necessary in each early voting site and the name of the county or municipality that will provide those tabulators and early voting poll books.
  - (j) The name of the board of election commissioners that will conduct testing of the electronic voting equipment.
  - (k) The name of the clerk, either the county clerk or a designated municipal clerk, who shall download the early voting poll book.
  - (l) The supervision and staffing of each early voting site on each day of early voting.
  - (m) Information on how a receiving board or a group of election inspectors will be appointed to canvass the early vote returns on election day and report early voting results to the county clerk.
  - (n) The process for a participating municipality or county clerk to withdraw from the agreement.
- (2) The county clerk shall appoint a coordinator to organize and monitor the administrative requirements of early voting. The coordinator may be the county clerk or a member of the county clerk's staff, or a municipal clerk, or a member of the municipal clerk's staff, that is party to the agreement. The coordinator shall provide oversight to ensure sufficient resources are available and are timely dispatched to each early voting site. The coordinator shall develop the early voting plan, in consultation with the clerks of participating municipalities to the county agreement.
- (3) The county clerk shall designate which clerk, either the county clerk or a designated municipal clerk, shall download the early voting poll book.
- (4) On request of the county clerk, a clerk of a participating municipality shall make available, to the extent possible, tabulators, early voting poll books, and ballot containers for conducting early voting.
- (5) In accordance with section 662, the county clerk, after consulting the municipal clerks, shall submit each early voting site location to the board of county election commissioners for approval. Each early voting site submitted for approval may serve all electors covered by the county agreement, the electors in specific municipalities that are covered by an early voting site, the electors of 1 municipality, or any combination of these options, as long as each elector in the county is served by 1 or more early voting sites.
- (6) A municipal clerk shall recruit election inspectors at the request of the county clerk, or shall provide the county clerk with the list of election inspectors for the clerk's municipality. The board of county election commissioners shall, in accordance with section 674, appoint election inspectors for early voting.
- (7) The county clerk may appoint a participating municipal clerk or a member of the county clerk's staff to act as a supervisor for each day of early voting. The county clerk may appoint a different participating municipal clerk or a member of the county clerk's staff to act as a supervisor for different days of early voting. The supervisor shall operate in the same manner as a municipal clerk does for an election day polling place. A supervisor may delegate the supervisor's duties to a member of the supervisor's staff.
- (8) For each federal and statewide election, there must be 1 or more early voting sites that are open to all the registered electors of each municipality that is a party to the county agreement.

(9) The county clerk may also offer early voting on additional days beyond the required 9 consecutive days as described in section 720b. The county clerk may set the hours for those additional days of early voting without regard to the required hours for early voting on the 9 consecutive days of early voting described in section 720b. Additional days of early voting as described in this subsection must take place on or after the twenty-ninth day before an election.

(10) The legislative body of a municipality that is party to a county agreement may adopt a resolution to conduct early voting in an election to be held in the municipality that is not a statewide or federal election. If a municipality adopts a resolution as provided in this subsection, the clerk of that municipality may conduct early voting for that election as provided under section 720e.

(11) A county clerk and the legislative body of 1 or more municipalities may enter into an agreement for the county clerk to conduct early voting in an election that is not a statewide or federal election. This section does not preclude a county clerk and a municipality from entering into an agreement for the county clerk to conduct early voting for an election in the municipality that is not a statewide or federal election. Early voting in those elections must be conducted under the requirements of this section, except that the required minimum of 9 consecutive days of early voting beginning on the second Saturday before the election and ending on the Sunday before the election, and the required minimum of 8 hours of early voting each day, do not apply.

(12) A county agreement covers all statewide and federal elections, and any additional elections included in the county agreement, for at least the entire year in which a general November election is held and the year following that general November election. Subject to this subsection, a county agreement may provide that the agreement has no fixed termination date. Subject to this subsection, a party to a county agreement may withdraw from the county agreement by providing at least 30 days' written notice to the other parties to the agreement. A party to a county agreement may not withdraw from the county agreement during the period beginning 150 days before the first statewide general November election in an even numbered year and ending on the completion of the county canvass for that statewide general November election in that even numbered year. If any county agreement covers any election in addition to the statewide and federal elections, a party to that county agreement may not withdraw from the county agreement during the period beginning 150 days before the election covered under the county agreement and ending on the completion of the county canvass for that election.

Sec. 720h. (1) No later than 120 days before the first statewide or federal election in each even numbered year, all of the following apply:

(a) Each municipality that is conducting early voting as a single municipality under section 720e must file an early voting plan with the county clerk of the county in which the municipality is located.

(b) The coordinator for the municipalities that have signed a municipal agreement under section 720f must file an early voting plan for the municipalities participating in the municipal agreement with the county clerk of the county in which the municipalities are located.

(c) Each county that is a party to a county agreement must prepare an early voting plan.

(2) If a municipality described in subsection (1)(a) fails to file an early voting plan with the county clerk of the county in which the municipality is located by the deadline provided in subsection (1), the county clerk of the county in which the municipality is located shall immediately contact the clerk of that municipality and attempt to determine that municipality's plan for conducting early voting.

(3) An early voting plan must provide sufficient details describing the processes created to conduct early voting. Each early voting plan must include, but not be limited to, all of the following:

(a) Whether the plan covers a municipality described in section 720e, a municipal agreement described in section 720f, or a county agreement described in section 720g.

(b) The name of each municipal clerk, and, if applicable, the name of the county clerk, executing the early voting plan.

(c) The number of precincts and registered electors in the municipality under section 720e, the municipal agreement under section 720f, or the county agreement under section 720g, as applicable.

(d) The number of early voting sites, the location of each early voting site, if available, and the municipality or municipalities the early voting sites serve.

(e) The name, position, and contact information of the coordinator for a municipal agreement or county agreement, if applicable.

(f) Any additional early voting days that will be offered before the required 9 consecutive days of early voting as provided in section 720b, along with the hours the early voting sites will be open on those additional early voting days.

- (g) Beginning January 1, 2026, whether early voting will be offered on the Monday before election day.
  - (h) The communication strategy for informing electors of the opportunity for early voting.
  - (i) The process to ensure that the secretary of state has the information necessary to include the location, along with the dates and hours of operation, of each early voting site on the department of state's website.
  - (j) A copy of a municipal agreement or a county agreement, if applicable.
  - (k) Any other information as the secretary of state or county clerk considers necessary.
- (4) Each county clerk shall review each early voting plan that the county clerk receives under subsection (1)(a) and (b) to verify that the early voting plan contains all the required information. Each municipality in a county that is conducting early voting as a single municipality under section 720e and each coordinator for municipalities that have entered into a municipal agreement under section 720f shall submit accurate and complete information in the early voting plan, and shall promptly respond to a request for information from the county clerk or the county clerk's staff.
- (5) No later than 110 days before the first statewide or federal election in an even numbered year, each county clerk shall submit to the secretary of state a countywide early voting plan that includes, at a minimum, all of the following:
- (a) Whether the county clerk is participating in a county agreement described under section 720g, and if so, which municipalities in the county are parties to the county agreement.
  - (b) Which municipalities in the county, if any, will be conducting early voting as a single municipality under section 720e, and which municipalities in the county, if any, will be conducting early voting under a municipal agreement under section 720f.
  - (c) If any municipalities in the county are conducting early voting under a municipal agreement under section 720f, the municipalities that are parties to each municipal agreement.
  - (d) The process that the county, each municipal coordinator in the county, and each municipality that is not a party to a municipal agreement or a county agreement, will use to ensure that the secretary of state has the information necessary to include the location, along with the dates and hours of operation, of each early voting site on the department of state's website.
  - (e) A copy of each early voting plan submitted by the municipalities in the county and by the municipal coordinators in the county, and a copy of the county early voting plan prepared by the county clerk.
  - (f) Any other information that the secretary of state or county clerk considers necessary.
- (6) The county clerk shall certify that the electors of each municipality in the county are served by 1 or more early voting sites. If any municipality in the county is not a party to a municipal agreement or a county agreement and has not filed an early voting plan as a municipality conducting early voting as a single municipality, the county clerk shall indicate the name of that municipality as an exception to the certification and shall indicate what steps the county clerk has taken to determine that municipality's plan for early voting.

Sec. 720i. (1) An early voting site is subject to the same requirements as a polling place except that an early voting site may do either or both of the following:

- (a) Serve electors from more than 6 precincts.
  - (b) Serve electors from more than 1 municipality located in a county.
- (2) An early voting site is not subject to the limit on the number of electors assigned to a precinct as provided in section 661.
- (3) The location and number of early voting sites must be selected by taking into consideration expected turnout, population density, public transportation, accessibility, travel time, traffic patterns, and any other factors that election officials consider necessary to enhance the accessibility of early voting sites.
- (4) The location of each early voting site must be finalized no later than 60 days before election day.
- (5) On each day of early voting, each registered and qualified elector present and in line at the early voting site at the hour prescribed for the closing of the early voting site must be allowed to vote.

Sec. 720j. (1) At each early voting site, ballots must be cast using electronic tabulating equipment authorized to be used on election day or specifically authorized for early voting in the county where the early voting site is located.

- (2) The clerk of the county where an early voting site is located shall prepare and provide to each municipal clerk or early voting site coordinator, as appropriate, both of the following:
- (a) Programming for the electronic voting equipment to be used at the early voting site no later than 45 days before election day.

(b) Ballots to be used to test the electronic voting equipment no later than 45 days before election day. The appropriate board of election commissioners shall complete the preliminary and public logic and accuracy testing no later than 5 days before the start of early voting in accordance with the requirements under section 798.

(3) Tabulators and early voting poll books used at each early voting site must be configured in 1 of the ways set forth in this section. However, the secretary of state may approve an alternate configuration of tabulators and early voting poll books as long as the alternate configuration produces an accurate poll list of the voters who cast ballots on each specific tabulator that enables the balancing of the number of voters casting a ballot at the early voting site with the number of ballots cast on the tabulator. A municipal clerk, or the coordinator of a municipal agreement, shall select a configuration set or sets under subsection (4) or (5), as applicable, and inform the county clerk of the selection no later than 90 days before an election. Under a county agreement, the county clerk, after consulting with the participating municipal clerks, shall select the configuration set or sets under subsection (6) no later than 90 days before an election. Subsections (4), (5), and (6) describe the configuration sets that are options for early voting sites, with each configuration set having at least 1 tabulator and an early voting poll book containing a list of registered electors corresponding to the precincts programmed on the tabulator. A county clerk shall program the tabulators to adhere to the configuration set or sets selected for each early voting site. Each early voting site must have the number of tabulators and early voting poll books as required by the selected configuration set or sets.

(4) If a municipal clerk is conducting early voting as a municipality under section 720e, the municipal clerk shall provide for each early voting site either of the following configuration sets:

(a) A single configuration set programmed to tabulate ballots for all of the precincts in the municipality.

(b) Multiple configuration sets, with each configuration set programmed to tabulate ballots for a unique set of precincts in the municipality. Each precinct in the municipality must appear on only 1 configuration set at an early voting site.

(5) If municipalities are parties to a municipal agreement, the municipal agreement must provide for each early voting site to have either of the following configuration sets:

(a) A single configuration set programmed to tabulate ballots for all of the precincts of each municipality covered by the municipal agreement.

(b) Multiple configuration sets, with each tabulator programmed to tabulate ballots for 1 or more municipalities covered by the municipal agreement. Each precinct in each of the municipalities must appear on only 1 configuration set in an early voting site.

(6) If 1 or more municipalities are parties to a county agreement, the county agreement must provide for each early voting site to have either of the following configuration sets:

(a) For an early voting site covering the entire county, in the same manner as an early voting site of a municipality conducting early voting as a municipality under section 720e.

(b) For an early voting site covering less than the entire county, in the same manner as an early voting site for municipalities that are parties to a municipal agreement under section 720f.

(7) The early voting poll book must be updated before early voting starts each day to reflect new registered electors, absent voter ballots received, and ballots cast at early voting sites since the last update.

(8) After the close of the first day of early voting, the board of election inspectors shall do all of the following at each early voting site:

(a) Verify that the number of ballots tabulated equals the number of electors identified in the early voting poll book as having been issued ballots at the early voting site that day, and note the reason for any discrepancy in the poll book.

(b) Remove the voted ballots from the tabulator bin and seal the ballots, along with any spoiled ballots, and the early voting poll book in a ballot container in the same manner as ballots are sealed on election day and in accordance with section 806a.

(c) Record the seal number on the ballot container certificate in accordance with section 806a.

(d) Record the seal number in the poll book.

(e) Print a poll list from the early voting poll book of the electors who voted at the early voting site that day and add it to the paper poll book.

(f) Report the number on the public counter on the tabulator at the end of the day and at the beginning of the day in the poll book.

(g) Secure any absent voter ballots that are to be processed at the early voting site in a locked room.

(h) Secure each tabulator used at the early voting site in a locked room.

(i) Lock the building in which the early voting site is located.

(9) After the close of each subsequent day of early voting after the first day of early voting, the board of election inspectors shall follow the same procedure as provided in subsection (8), except that on subsequent days the board of election inspectors may either place the current day's ballots in an unused ballot container and seal the ballots in the same manner as ballots are sealed on election day or may add the current day's ballots to a ballot container that was used for the previous day of early voting. If the board of election inspectors elects to add the current day's ballots to a ballot container that was used for the previous day of early voting, the seal on the previous day's ballot container must be removed, the current day's ballots and the seal removed by the election inspectors must be added to the ballot container, the ballot container must be resealed, and the new seal number must be recorded on the ballot container certificate and in the poll book. If a ballot container becomes too full to add additional ballots, the election inspectors must use 1 or more additional ballot containers and label the ballot container certificates sequentially.

(10) During the required early voting period, the municipal clerk or the early voting site supervisor, as appropriate, shall take all necessary steps to secure the electronic voting equipment, ballot containers, blank ballots, and other election materials after the close of early voting each day until the opening of early voting on the following day, in accordance with guidance provided by the secretary of state. After the last day of early voting, the municipal clerk or the early voting site supervisor, as appropriate, shall deliver the electronic voting equipment, each ballot container, the blank ballots, and other election materials to the clerk who will oversee the closing of the election after the polls close on election day. No later than the Friday before election day, each municipal clerk shall post on the municipality's website the location where the precinct canvass of early votes for that municipality will take place and the time the precinct canvass will begin.

(11) After the polls close on election day, the precinct election inspectors shall do all of the following:

(a) Canvass the vote as provided in sections 801 to 810.

(b) Generate the totals tape and make results available to those present.

(c) Complete the statements of results, the ballot summary, and the certificate of election inspectors.

(d) If a ballot container is opened during the canvass, reseal the ballot container and record the seal number on the ballot container certificate and in the poll book.

(12) The county clerk shall report early voting results as a separate category distinct from categories required under section 765a(1) and shall add these results to the total results for each precinct, except for a municipality with 250 or more precincts that chooses to use a ballot form that contains identical offices and names as the precincts for early voting.

(13) If, during the county canvass of the votes, it is necessary to retabulate ballots from a precinct, and any ballots from that precinct are sealed in 1 or more ballot containers from an early voting site that contain ballots from multiple precincts, each necessary ballot container must be opened and the ballots sorted by precinct so that the ballots needing to be retabulated can be identified and segregated. The sorting must be done at the canvass. Similarly, if there is a recount of a precinct and any ballots from that precinct are sealed in 1 or more ballot containers from an early voting site that contain ballots from multiple precincts, each ballot container must be opened and the ballots sorted by precinct as described in this subsection so that the ballots subject to the recount can be identified and segregated.

(14) Early voting results must not be generated or reported until after 8 p.m. on election day. An individual shall not intentionally disclose an election result from an early voting site before 8 p.m. on election day. An individual who violates this subsection is guilty of a felony.

Sec. 736b. Each ballot secrecy sleeve used at a primary election must either contain the following ballot marking instructions printed on the front of the ballot secrecy sleeve or must have a clear plastic pocket on the front of the ballot secrecy sleeve that contains a printed copy of the following ballot marking instructions:

**PRIMARY ELECTION**

TO VOTE: Completely darken the oval opposite each choice as shown:

[insert graphic here].

-- OR --

TO VOTE: Completely darken the box opposite each choice as shown: [insert graphic here].

IMPORTANT: To mark your ballot, use only a black or blue ink pen.

DO NOT USE ANY OTHER INK COLOR!

PARTISAN SECTION: There may be multiple party sections on the ballot. Select the party section of your choice. YOU MAY VOTE IN ONE PARTY SECTION ONLY; YOU CANNOT "SPLIT YOUR TICKET." IF YOU VOTE IN MORE THAN ONE PARTY SECTION, YOUR PARTISAN BALLOT WILL BE REJECTED.

DO NOT vote for more candidates than indicated under each office title.

WRITE-IN CANDIDATES: To vote for a candidate whose name is not printed on the ballot, write or place the name of that candidate in the blank space provided and completely darken the voting target area. Do not cast a write-in vote for a candidate whose name is already printed on the ballot for that office.

CHECK BOTH SIDES OF BALLOT: This ballot has two sides. Be certain to check the reverse side of the ballot.

WHEN YOU HAVE COMPLETED VOTING: Place the ballot in the secrecy sleeve so that votes cannot be seen and, if there is a numbered stub, the numbered stub is visible. Return the ballot to the election official stationed at the tabulator. (If voting by absentee ballot, follow the instructions provided by the clerk for returning the ballot.)

NOTE: If you make a mistake, return your ballot to the election official and obtain a new ballot. Do not attempt to erase or correct any marks made in error.

Sec. 736c. Each ballot secrecy sleeve used at a general election must either contain the following ballot marking instructions printed on the front of the ballot secrecy sleeve or must have a clear plastic pocket on the front of the ballot secrecy sleeve that contains a printed copy of the following ballot marking instructions:

#### GENERAL ELECTION

TO VOTE: Completely darken the oval opposite each choice as shown:

[insert graphic here].

-- OR --

TO VOTE: Completely darken the box opposite each choice

as shown: [insert graphic here].

IMPORTANT: To mark your ballot, use only a black or blue ink pen.

DO NOT USE ANY OTHER INK COLOR!

PARTISAN SECTION: To vote the partisan section of the ballot, you may cast a "mixed ticket."

Mixed Ticket: Vote for the individual candidates of your choice in each office.

NONPARTISAN and PROPOSAL SECTIONS of the ballot (if any) must be voted separately.

DO NOT vote for more candidates than indicated under each office title.

WRITE-IN CANDIDATES: To vote for a candidate whose name is not printed on the ballot, write or place the name of that candidate in the blank space provided and completely darken the voting target area. Do not cast a write-in vote for a candidate whose name is already printed on the ballot for that office.

CHECK BOTH SIDES OF BALLOT: This ballot has two sides. Be certain to check the reverse side of the ballot.

WHEN YOU HAVE COMPLETED VOTING: Place the ballot in the secrecy sleeve so that votes cannot be seen and, if there is a numbered stub, the numbered stub is visible. Return the ballot to the election official stationed at the tabulator. (If voting by absentee ballot, follow the instructions provided by the clerk for returning the ballot.)

NOTE: If you make a mistake, return your ballot to the election official and obtain a new ballot. Do not attempt to erase or correct any marks made in error.

Sec. 736d. Each ballot secrecy sleeve used at a nonpartisan election must either contain the following ballot marking instructions printed on the front of the ballot secrecy sleeve or must have a clear plastic pocket on the front of the ballot secrecy sleeve that contains a printed copy of the following ballot marking instructions:

#### NONPARTISAN ELECTION

TO VOTE: Completely darken the oval opposite each choice as shown:

[insert graphic here].

-- OR --

TO VOTE: Completely darken the box opposite each choice as shown:

[insert graphic here].

IMPORTANT: To mark your ballot, use only a black or blue ink pen.

DO NOT USE ANY OTHER INK COLOR!

DO NOT vote for more candidates than indicated under each office title.

WRITE-IN CANDIDATES: To vote for a candidate whose name is not printed on the ballot, write or place the name of that candidate in the blank space provided and completely darken the voting target area. Do not cast a write-in vote for a candidate whose name is already printed on the ballot for that office.

**CHECK BOTH SIDES OF BALLOT:** This ballot has two sides. Be certain to check the reverse side of the ballot.  
**WHEN YOU HAVE COMPLETED VOTING:** Place the ballot in the secrecy sleeve so that votes cannot be seen and, if there is a numbered stub, the numbered stub is visible. Return the ballot to the election official stationed at the tabulator. (If voting by absentee ballot, follow the instructions provided by the clerk for returning the ballot.)

**NOTE:** If you make a mistake, return your ballot to the election official and obtain a new ballot. Do not attempt to erase or correct any marks made in error.

Sec. 736e. Each ballot secrecy sleeve used at a special election must either contain the following ballot marking instructions printed on the front of the ballot secrecy sleeve or must have a clear plastic pocket on the front of the ballot secrecy sleeve that contains a printed copy of the following ballot marking instructions:

**SPECIAL ELECTION**

**TO VOTE:** Completely darken the oval opposite each choice as shown:  
[insert graphic here].

-- OR --

**TO VOTE:** Completely darken the box opposite each choice as shown:  
[insert graphic here].

**IMPORTANT:** To mark your ballot, use only a black or blue ink pen.  
**DO NOT USE ANY OTHER INK COLOR!**

**CHECK BOTH SIDES OF BALLOT:** This ballot has two sides. Be certain to check the reverse side of the ballot.  
**WHEN YOU HAVE COMPLETED VOTING:** Place the ballot in the secrecy sleeve so that votes cannot be seen and, if there is a numbered stub, the numbered stub is visible. Return the ballot to the election official stationed at the tabulator. (If voting by absentee ballot, follow the instructions provided by the clerk for returning the ballot.)

**NOTE:** If you make a mistake, return your ballot to the election official and obtain a new ballot. Do not attempt to erase or correct any marks made in error.

Sec. 764a. (1) Subject to subsections (2) and (3), the following instructions for an absent voter must be included with each ballot or set of ballots furnished an absent voter:

**INSTRUCTIONS FOR ABSENT VOTERS**

Step 1. Enclosed you will find voting instructions as to the method of voting. Read these carefully and then vote the ballot.

Step 2. After voting a ballot, place the ballot in the secrecy sleeve, if any. If a secrecy sleeve is not provided, refold the ballot to conceal your votes.

Step 3. If, after voting your absent voter ballot, you wish to take your marked absent voter ballot to your polling place on election day, or to an early voting site during the early voting period, to personally put your marked absent voter ballot into a tabulator to be counted, skip Steps 4 to 7 and proceed to Step 8. If you do not proceed to Step 8, and you wish to return your marked absent voter ballot to the clerk, proceed to Steps 4 to 7.

Step 4. Place the ballot or ballots in the return envelope and securely seal the return envelope.

Step 5. Sign and date the return envelope in the place designated. Your signature must appear on the return envelope or the ballot will not be counted. If you are disabled or otherwise unable to mark the ballot and required assistance in voting your absent voter ballot, have the individual who assisted you complete the section on the return envelope entitled "TO BE COMPLETED ONLY IF VOTER IS ASSISTED IN VOTING BY ANOTHER INDIVIDUAL".

Step 6. Deliver the return envelope by 1 of the following methods:

(a) Deposit the postage prepaid return envelope in the United States mail, or place the necessary postage on the return envelope and deposit the return envelope with another public postal service, express mail service, parcel post service, or common carrier.

(b) Deliver the return envelope personally to the office of the clerk, to the clerk, or to an authorized assistant of the clerk, or to a secure drop box located in the city or township.

(c) In either (a) or (b), a member of your immediate family including a father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild or an individual residing in your household may mail or deliver a ballot to the clerk for you.

(d) You may request by telephone that the clerk who issued the ballot provide assistance in returning the ballot. The clerk is required to provide assistance if you are unable to return your absent voter ballot as specified in (a), (b), or (c) above, if it is before 5 p.m. on the Friday immediately preceding the election, and if you are asking the clerk to pick up the absent voter ballot within the jurisdictional limits of the city, township, or village in which you are registered. Your absent voter ballot will then be picked up by the clerk or an election assistant sent by the clerk. All individuals authorized to pick up absent voter ballots are required to carry credentials issued by the clerk. If using this absent voter ballot return method, do not give your ballot to anyone until you have checked that individual's credentials.

Step 7. The ballot must reach the clerk or an authorized assistant of the clerk before the close of the polls on election day. An absent voter ballot received by the clerk or assistant of the clerk after the close of the polls on election day will not be counted.

Step 8. This step applies only if, after marking your absent voter ballot, you wish to take your marked absent voter ballot to your polling place on election day, or to an early voting site during the early voting period, to personally put your marked ballot into a tabulator to be counted. Bring your marked absent voter ballot that you placed in the secrecy sleeve under Step 2 to your polling place on election day, or to an early voting site during the early voting period, and indicate to the election inspectors that you are there to put your marked absent voter ballot into the tabulator to be counted. Before tabulating your ballot, you will be required to provide identification for election purposes to the election inspectors, or sign an affidavit that you do not have identification for election purposes, and complete the ballot application.

#### WARNING

All of the following actions are violations of the Michigan election law and are illegal in this state:

(1) To vote an absent voter ballot at a meeting or gathering at which other individuals are voting absent voter ballots.

(2) For an individual who is assisting an absent voter in marking the ballot to suggest or in any manner attempt to influence the absent voter on how that absent voter should vote.

(3) For an individual who is present and knows that an individual is voting an absent voter ballot to suggest or in any manner attempt to influence the absent voter on how that absent voter should vote.

(4) For an individual other than those listed in these instructions to return, offer to return, agree to return, or solicit to return an absent voter ballot to the clerk.

(5) For an individual other than the absent voter; an individual listed in these instructions; or an individual whose job it is to handle mail before, during, or after being transported by a public postal service, express mail service, parcel post service, or common carrier, but only during the normal course of the individual's employment to be in possession of a voted or unvoted absent voter ballot.

(2) The following instruction must be included with the instructions as provided in subsection (1) for each absent voter ballot furnished to an absent uniformed services voter or overseas voter:

"For an absent uniformed services voter or overseas voter, the absent voter ballot return envelope containing a marked absent voter ballot must be postmarked on or before election day and must reach the clerk or authorized assistant of the clerk within 6 days after the election. If the absent voter ballot return envelope containing an absent voter ballot for an absent uniformed services voter or overseas voter is received by mail by the clerk or authorized assistant of the clerk more than 6 days after the election or is postmarked after election day, the absent voter ballot will not be counted."

(3) If a city or township with 250 or more precincts that are subject to the exemption in section 765a(1) is unable to program an election day tabulator to accept an absent voter ballot in any election in an election year, the appropriate city or township clerk shall provide a modified version of the instructions for absent voters under subsection (1) that removes the ability of an elector to return the elector's marked absent voter ballot to the elector's election day polling place to be tabulated.

Sec. 764b. (1) An absent voter ballot must be delivered to the clerk, or tabulated at an election day polling place or early voting site as provided under section 768a, only as authorized in the instructions for an absent voter provided in section 764a.

(2) The clerk of a city or township may accept delivery of absent voter ballots at any location in the city or township.

(3) The clerk of a city or township may appoint the number of assistants necessary to accept delivery of absent voter ballots at any location in the city or township. An appointment as assistant to accept delivery of absent voter ballots must be for 1 election only. An assistant appointed to receive ballots at a location other than the office of the clerk must be furnished credentials of authority by the clerk. If an absent voter's ballot is received by an assistant at any location other than the clerk's office the assistant, upon request, shall exhibit the credentials to

the absent voter before the assistant accepts an absent voter ballot. An assistant, before entering upon the discharge of duties, shall take and subscribe to the oath of office as provided in section 1 of article XI of the state constitution of 1963. An assistant shall perform only the duties assigned by the clerk. An individual must not be appointed as an assistant to accept delivery of absent voter ballots who is a candidate or a member of the immediate family of a candidate whose name appears on the ballot at that election.

(4) A clerk who receives a request from an absent voter under section 764a for assistance in returning the absent voter's absent voter ballot shall make arrangements to collect the ballot from the voter either personally or by sending an authorized assistant, if all of the following conditions are satisfied:

(a) The clerk's office issued the absent voter ballot to that absent voter.

(b) Upon the clerk's request, the absent voter states that the absent voter is unable to return the absent voter ballot by the other means specified in instructions (a), (b), or (c) of Step 6 under section 764a.

(c) The absent voter telephones the appropriate clerk for assistance on or before 5 p.m. on the Friday immediately before the election.

(d) The absent voter requests the clerk to pick up the absent voter ballot within the jurisdictional limits of the city or township in which the absent voter is registered.

(5) Notwithstanding subsection (4), a clerk who receives a request from an absent voter under section 764a for assistance in returning the absent voter's absent voter ballot may make arrangements to collect the ballot from the voter either personally or by sending an authorized assistant, if all of the following conditions are satisfied:

(a) The clerk's office issued the absent voter ballot to that absent voter.

(b) Upon the clerk's request, the absent voter states that the absent voter is unable to return the absent voter ballot by the other means specified in instructions (a), (b), or (c) of Step 6 under section 764a.

(6) The clerk shall maintain a list open to the public that contains the names and addresses of all authorized assistants appointed under this section who are available to collect absent voter ballots on or before election day in that city or township.

(7) An absent voter ballot received by the clerk before the close of the polls on election day must not be invalidated solely because the delivery to the clerk was not in compliance with section 764a or this section, however the ballot must be considered challenged and must be marked and processed as provided in section 745.

Sec. 764d. (1) Notwithstanding any provision of law to the contrary and subject to subsections (2) and (12), not less than 75 days before the day of an election, the clerk of a city or township may do any of the following:

(a) Enter into an agreement with the clerk of another city or township, or with the clerks of more than 1 city or township, located in the same county as that city or township to establish a combined absent voter counting board to count the absent voter ballots for each participating city or township.

(b) Enter into an agreement with the clerk of another city or township located in the same county that authorizes the clerk of 1 participating city or township to process and count the absent voter ballots for both participating entities by utilizing the absent voter counting board of that participating city or township.

(c) Enter into an agreement with the clerk of the county in which that city or township is located to establish an absent voter counting board to count the absent voter ballots for that city or township. If a city or township has boundaries located in more than 1 county, the clerk of the city or township shall only enter into an agreement under this subdivision with the county clerk of the county in which the majority of the electors of the city or township reside.

(2) Except as otherwise provided in this subsection, an absent voter counting board established under subsection (1) must not be used for the first time at a general November election. For the November 3, 2020 general November election, an absent voter counting board may be established under subsection (1) and used for the first time if either of the following occurs:

(a) An agreement is entered into under subsection (1)(a) or (b) and at least 1 of the clerks participating in the agreement has previously operated an absent voter counting board.

(b) An agreement is entered into under subsection (1)(c).

(3) An agreement entered into under subsection (1)(b) or (c) must comply with the established approval procedures of the governing body of each county, city, or township involved, or if established approval procedures do not exist, the agreement must be approved by resolution of the governing body of that county, city, or township.

(4) The bureau of elections shall do both of the following:

(a) Develop model language to be used by county, city, and township clerks for agreements entered into under subsection (1).

(b) Develop procedures to implement this section.

(5) Except as otherwise provided in this subsection, if the clerk of a city or township enters into an agreement under subsection (1), the clerk of that city or township shall file the agreement with the county clerk of the county in which that city or township is located no later than 74 days before the election at which the agreement applies. For an election occurring before January 1, 2021, the clerk of a city or township who enters into an agreement under subsection (1) is not required to file the agreement with the county clerk if all of the following apply:

(a) The electronic voting system used by the county can be programmed to accommodate an absent voter counting board formed under subsection (1).

(b) The county clerk agrees that the electronic voting system used by the county can be altered after completion of the ballot programming.

(c) The appropriate board of election commissioners publicly tests the electronic tabulating equipment as required under section 798.

(6) If the clerk of a city or township enters into an agreement under subsection (1) and that agreement covers more than 1 election, the agreement must allow any participating clerk to terminate the agreement by giving 84 days' written notice to each of the other participating clerks. If the clerk terminating the agreement is a city or township clerk, the clerk must also file the notice of termination with the county clerk of the county in which that city or township is located no later than 2 business days after the date of termination. If the clerk terminating the agreement is a county clerk, the clerk must also file the notice of termination with the bureau of elections no later than 2 business days after the date of termination.

(7) For a combined absent voter counting board established under subsection (1)(a), all of the following apply:

(a) The board of election commissioners of each participating city or township must appoint at least 1 election inspector to that combined absent voter counting board not less than 21 days before the election at which those election inspectors are to be used. Sections 673a and 674 apply to the appointment of election inspectors to a combined absent voter counting board.

(b) The agreement entered into under subsection (1)(a) must designate the place for the combined absent voter counting board to count the absent voter ballots. Section 662 applies to the designation and prescribing of the combined absent voter ballot counting place in which the combined absent voter counting board performs its duties.

(c) The agreement entered into under subsection (1)(a) must establish the time at which the election inspectors of the combined absent voter counting board report for duty.

(8) For an absent voter counting board established under subsection (1)(c), all of the following apply:

(a) The board of election commissioners of the city or township entering into an agreement under subsection (1)(c) shall appoint at least 1 election inspector to the absent voter counting board and the county board of election commissioners of that county shall appoint at least 1 election inspector to the absent voter counting board not less than 21 days before the election at which those election inspectors are to be used. Sections 673a and 674 apply to the appointment of election inspectors to the absent voter counting board.

(b) In consultation with the parties to an agreement under subsection (1)(c), the county board of election commissioners shall designate the place for the absent voter counting board to count the absent voter ballots. Section 662 applies to the designation and prescribing of the absent voter ballot counting place in which the absent voter counting board performs its duties.

(c) In consultation with the parties to an agreement under subsection (1)(c), the county board of election commissioners shall establish the time at which the election inspectors of the absent voter counting board report for duty.

(9) The election inspectors appointed to an absent voter counting board established under subsection (1) shall comply with section 733(2) regarding election challengers.

(10) Subject to this subsection, if the clerk of a city or township enters into an agreement under subsection (1), any absent voter ballot received by that city or township clerk after 4 p.m. on the day before an election and approved for tabulation as provided under section 766 must be delivered to the voting precinct of the elector on election day to be processed and counted. As an alternative, if the clerk of a city or township enters into an agreement under subsection (1), that city or township may authorize an absent voter counting board under section 765a(1) that is limited to only processing and tabulating absent voter ballots approved for tabulation and received after 4 p.m. on the day before an election and before 8 p.m. on election day. No later than 60 days before an election, the clerk of that city or township shall inform the county clerk of the county in which that city or township is located that the absent voter counting board has been authorized by the board of election commissioners of that city or township.

(11) The provisions of section 765a(6) to (10) and (17) apply to an absent voter counting board established under subsection (1).

(12) For an election occurring before January 1, 2021, the clerk of a city or township may enter into an agreement under subsection (1) not less than 23 days before the day of the election if all of the following apply:

(a) The electronic voting system used by the county can be programmed to accommodate an absent voter counting board formed under subsection (1).

(b) The county clerk agrees that the electronic voting system used by the county can be altered after completion of the ballot programming.

(c) The appropriate board of election commissioners publicly tests the electronic tabulating equipment as required under section 798.

(13) This section does not abrogate the duties or responsibilities of a city or township clerk for conducting elections under this act. In addition, this section does not provide any additional duties or responsibilities for the secretary of state for conducting elections under this act.

Sec. 765. (1) The clerk of a city or township who receives an absent voter ballot return envelope containing the marked ballot of an absent voter shall not open that sealed absent voter ballot return envelope and shall safely keep the sealed absent voter ballot return envelopes in the clerk's office until delivering the absent voter ballot return envelopes to a precinct board of election inspectors, an absent voter counting board, or a team of election inspectors as provided under subsection (3).

(2) The city or township clerk shall review each absent voter ballot return envelope to determine whether the absent voter ballot is approved for tabulation in accordance with section 766. The review under this subsection includes verifying the signature on each absent voter ballot return envelope in accordance with section 766a. Subject to section 768, a precinct board of election inspectors or an absent voter counting board must not make any further signature verification for an absent voter ballot return envelope. Written or stamped on each absent voter ballot return envelope must be the date, and the time and date if received on election day, that the absent voter ballot return envelope was received by the city or township clerk and a statement by the city or township clerk that the absent voter ballot is approved for tabulation. If the city or township clerk determines that the elector's signature on the absent voter ballot return envelope is missing or does not agree sufficiently with the signature on file, the clerk shall reject the absent voter ballot and provide the elector with notice and the opportunity to cure the deficiency in accordance with section 766(4).

(3) The clerk of a city or township that is not processing and tabulating absent voter ballots before election day under section 765a(11) shall appoint 1 or more teams of 2 election inspectors, with 1 election inspector appointed from each major political party, to assist the clerk in determining whether the ballots for absent uniformed services voters and overseas voters are approved for tabulation. Beginning no earlier than 7 days before an election, a team of election inspectors appointed under this subsection shall assist the city or township clerk with the absent voter ballots that were electronically transmitted to absent uniformed services voters and overseas voters under section 759a and are returned in envelopes that do not have the elector's signature affixed to the exterior of the return envelope. The election inspectors shall open the return envelope and extract the certificate that absent uniformed services voters and overseas voters are instructed to sign and return in the same envelope as the ballot, while leaving the ballot in the return envelope. The clerk shall copy the certificate bearing the elector's signature, and the election inspectors shall reinsert the certificate into the return envelope and reseal the return envelope. The clerk shall proceed to determine whether the absent voter ballot is approved for tabulation as required under subsection (2).

(4) Except as otherwise provided under section 764d, the clerk of a city or township shall deliver absent voter ballot return envelopes to a board of election inspectors of an election day precinct only if the city or township has not established an absent voter counting board. The city or township clerk shall deliver to that board of election inspectors only those absent voter ballots that have been approved for tabulation under section 766, along with the clerk's list or record that is kept relative to those absent voters. The city or township clerk shall retain the applications in the clerk's office and shall keep the applications and lists open for public inspection during regular business hours. Absent voter ballots that will be tabulated by a board of election inspectors of an election day precinct must not be tabulated before the opening of the polls on election day.

(5) Subject to sections 764d and 765a(11), if a city or township has established an absent voter counting board, the clerk must deliver absent voter ballots approved for tabulation as provided under section 766 to the absent voter counting board by the time the election inspectors of the absent voter counting board report for duty on election day. Except as otherwise provided in section 764d, absent voter ballots received by the clerk by 8 p.m. on election day and approved for tabulation as provided under section 766 must be delivered to the absent voter counting board.

(6) Except as otherwise provided in section 759a for absent uniformed services voters and overseas voters, if an absent voter ballot return envelope is received by the clerk after the close of the polls, the clerk shall plainly mark the absent voter ballot return envelope with the time and date of receiving the absent voter ballot return envelope and shall file the absent voter ballot return envelope in the clerk's office. The city or township clerk shall as soon as practicable, but no later than 90 days after the election, notify by mail, telephone, or email any elector who returned an absent voter ballot return envelope with an absent voter ballot that was not tabulated. The notification provided to an elector by the city or township clerk under this subsection must inform the elector that the elector's absent voter ballot was not tabulated and the reason that the absent voter ballot was not tabulated.

(7) As close as possible to 8 p.m. on election day, the city or township clerk shall collect absent voter ballots from the post office at which the city or township clerk regularly receives mail addressed to the city or township clerk. Any return envelopes containing absent voter ballots that are received from the post office or from voters who voted by absent voter ballot in person in the clerk's office on election day must be reviewed and approved for tabulation before being delivered to the board of election inspectors or an absent voter counting board to be tabulated.

(8) On or before 8 a.m. on election day, the clerk shall post in the clerk's office or otherwise make public the number of absent voter ballots the clerk distributed to absent voters and the number of absent voter ballot return envelopes containing the marked ballots of absent voters received by the clerk before election day and to be delivered to the board of election inspectors or the absent voter counting boards under this act. As soon as possible after all precincts in the city or township are processed, the clerk shall post in the clerk's office or otherwise make public the number of absent voter ballots tabulated for that election. The city or township clerk shall maintain a record of the absent voter ballots that reconciles the number of absent voter ballots received as recorded in the qualified voter file with the number of absent voter ballots tabulated at the polling place locations or absent voter counting board locations in that city or township. This subsection applies only to elections in which a federal or state office appears on the ballot.

Sec. 765a. (1) Subject to section 764d, if a city or township decides to use absent voter counting boards, the board of election commissioners of that city or township shall establish an absent voter counting board for each election day precinct in that city or township. The ballot form of an absent voter counting board must correspond to the ballot form of the election day precinct for which it is established. A city or township with 250 or more precincts may establish at least 1 absent voter counting board for each ballot form containing identical offices and candidate names, and that is considered a separate precinct for purposes of this section. After the polls close on election day, the county, city, or township clerk responsible for producing the accumulation report of the election results shall format the accumulation report as required under section 798b.

(2) Subject to section 764d, the board of election commissioners shall appoint the election inspectors to absent voter counting boards not less than 21 days before the election at which the absent voter counting boards are to be used. Sections 673a and 674 apply to the appointment of election inspectors to absent voter counting boards under this section.

(3) If more than 1 absent voter counting board is to be used, the city or township clerk shall determine the number of electronic tabulators and the number of election inspectors to be used in each of the absent voter counting boards and to which absent voter counting board the absent voter ballots for each precinct are assigned for counting.

(4) In a city or township that uses absent voter counting boards under this section, the absent voter ballots must be counted in the manner provided in this section and, except as otherwise provided in section 764d, absent voter ballots must not be delivered to the polling places. Subject to section 764d, the board of election commissioners shall provide a place for each absent voter counting board to count the absent voter ballots. Section 662 applies to the designation of the absent voter counting place or places in which the absent voter ballots will be processed and tabulated by election inspectors assigned to the absent voter counting boards under this section, except the location may be in a different jurisdiction if the county provides a tabulator for use at a central absent voter counting board location in that county. The places must be designated as absent voter counting places. Except as otherwise provided in this section, laws relating to election day precincts, including laws relating to the appointment of election inspectors, apply to absent voter counting places. The provisions of this section relating to tabulating absent voter ballots by electronic voting systems apply. High-speed tabulators and software to support those high-speed tabulators, as a component of an electronic voting system approved by the board of state canvassers for use in this state, may be used to tabulate absent voter ballots in an absent voter counting board. There is no limit on the number of absent voter counting boards that may be assigned to 1 building.

(5) The clerk of a city or township that uses absent voter counting boards shall supply each absent voter counting board with supplies necessary to carry out the absent voter counting board's duties under this act. The supplies must be furnished to the city or township clerk in the same manner and by the same persons or agencies as for election day precincts.

(6) Except as otherwise provided in this section, the absent voter counting boards and combined absent voter counting boards shall process the ballots and returns in as nearly as possible the same manner as ballots are processed in election day precincts. The poll book may be combined with the absent voter list or record required by section 760, and the applications for absent voter ballots may be used as the poll list. Subject to subsection (11), the processing and tabulating of absent voter ballots must commence at the time set by the board of election commissioners, but no earlier than 7 a.m. on the day of the election.

(7) An election inspector, challenger, or any other individual in attendance at an absent voter counting place or combined absent voter counting place at any time after the processing of ballots has begun shall take and sign the following oath that may be administered by the clerk, a member of the clerk's staff, or the chairperson or a member of the absent voter counting board or combined absent voter counting board:

"I (name of individual taking oath) do solemnly swear (or affirm) that I shall not communicate in any way information relative to any ballots or the tabulation of votes that may come to me while in this counting place until after the polls are closed. Further, I shall not photograph, or audio or video record, within the counting place, except for posted election results."

(8) The oaths administered under subsection (7) must be placed in an envelope provided for the purpose and sealed with the red state seal. Following the election, the oaths must be delivered to the city or township clerk. Subject to this subsection, the clerk of a city or township may allow the election inspectors appointed to an absent voter counting board in that city or township to work in shifts. A second or subsequent shift of election inspectors appointed for an absent voter counting board may begin that shift at the time provided by the city or township clerk. If the election inspectors appointed to an absent voter counting board are authorized to work in shifts, at no time shall the absent voter ballots be left unattended during the transition from one shift to the next shift, or at any other time during the day after ballots are removed from the absent voter ballot return envelopes and before the absent voter ballots are sealed in the ballot container. At all times while absent voter ballots are being processed and tabulated, at least 1 election inspector from each major political party must be present at the absent voter counting place and the policies and procedures adopted by the secretary of state regarding the counting of absent voter ballots must be followed.

(9) An individual who causes the polls to be closed or who discloses an election result before the polls can be legally closed on election day or in any manner characterizes how any ballot being counted has been marked is guilty of a felony.

(10) Tabulated absent voter ballots must be placed in an approved ballot container, and the ballot container must be sealed after all the ballots are tabulated in the manner provided by this act for election day precincts. The seal numbers must be recorded on the statement sheet, on the ballot container certificate, and in the poll book or addendum to the poll book.

(11) The board of election commissioners of a city or township with a population of at least 5,000, or a board of county election commissioners as provided under section 764d, may authorize that absent voter counting boards be established under subsection (1) to process and tabulate absent voter ballots between the hours of 7 a.m. and 8 p.m. on any of the 8 days before election day, beginning on the second Monday before election day and ending on the Monday immediately before election day. The board of election commissioners of any city or township, regardless of population size, may authorize and establish an absent voter counting board to process and tabulate absent voter ballots between the hours of 7 a.m. and 8 p.m. on the Monday immediately before election day.

(12) In order to participate in the processing and tabulation of absent voter ballots before election day under subsection (11), the clerk of a county, city, or township shall submit a written notice to the secretary of state no later than 28 days before election day stating the clerk's intent to participate in the processing and tabulation of absent voter ballots before election day. No later than 20 days before an election, the secretary of state shall publish on the department of state's website a list of those cities and townships that have notified the secretary of state of an intent to process and tabulate absent voter ballots before election day. No later than 18 days before an election, a clerk who notified the secretary of state of the clerk's intent to process and tabulate absent voter ballots before election day must post on the website of the city or township, if available, and in the clerk's office, a notice providing the location of the absent voter counting place, the dates and hours of operation of the absent voter counting place, and the number of election inspectors who will process and tabulate absent voter ballots at the absent voter counting place. If the location, dates, hours, or number of election inspectors changes, the clerk must publicly post a revised notice as soon as possible, but no later than the eleventh day before an election, on the website of the city or township, if available, and in the clerk's office. A revised notice must include the updated location, dates, hours, and number of election inspectors. If the clerk changes the number of election inspectors on subsequent days after processing and tabulating begins, the clerk shall post the updated number of election inspectors on the website of the city or township, if available, and in the clerk's office, no later than 10 a.m. on the day before the changes occur. If a city or township clerk fails to post a notice by 10 a.m. on the day before a change reducing the number election inspectors occurs, the clerk shall allow the number of challengers to remain at the

same level even though the reduction in the number of election inspectors may have reduced the number of allowed challengers.

(13) For each day of processing and tabulation of absent voter ballots before election day, a participating city or township clerk shall deliver the absent voter ballots approved for tabulation to an absent voter counting board. The instructions and procedures adopted by the secretary of state regarding the processing and tabulating of absent voter ballots before election day must be followed. Absent voter ballots must be processed and tabulated in the same manner and under the same requirements as absent voter ballots are processed and tabulated on election day. Election results must not be generated, printed, or reported before 8 p.m. on election day.

(14) During the processing and tabulation of absent voter ballots before election day, each political party, and each incorporated organization or organized committee of interested citizens as described under sections 730 and 731, may designate 1 challenger for every 8 election inspectors serving at the absent voter counting place. If there are 7 or fewer election inspectors serving at an absent voter counting place, each political party, and each incorporated organization or organized committee of interested citizens as designated under sections 730 and 731, may designate 1 challenger.

(15) During the processing and tabulation of absent voter ballots before election day, the election inspectors shall secure tabulated ballots in a sealed ballot container consistent with subsection (10) at the end of each day. Tabulated ballots may be added to a ballot container used on a previous day or may be placed in an unused ballot container. The election inspectors shall complete the poll book ballot summary at the conclusion of each day to account for absent voter ballot return envelopes and absent voter ballots processed and tabulated on that day. The poll book, or an addendum to the poll book, must be signed and dated by 1 election inspector from each major political party who is present at the location after tabulation is completed each day. The city or township clerk shall post the number of absent voter ballots tabulated each day on the website of that city or township, if available, and in the clerk's office.

(16) A clerk shall not deliver any absent voter ballots received on a day early voting is being conducted to an absent voter counting board to be processed or tabulated until the following day. An absent voter ballot may be processed and tabulated only after receipt of the absent voter ballot appears on the registration list or an addendum to the registration list in an early voting site and the voter history of electors casting an early voting ballot on the previous day is recorded in the qualified voter file. An absent voter ballot must be canceled if the absent voter cast a ballot at an early voting site.

(17) The secretary of state shall develop instructions consistent with this act for the conduct of absent voter counting boards or combined absent voter counting boards. The secretary of state shall distribute the instructions developed under this subsection to county, city, and township clerks 40 days or more before a general election in which absent voter counting boards or combined absent voter counting boards will be used. A county, city, or township clerk shall make the instructions developed under this subsection available to the public and shall make the instructions available for inspection by challengers in attendance at an absent voter counting board or combined absent voter counting board. The instructions developed under this subsection are binding on the operation of an absent voter counting board or combined absent voter counting board used in an election conducted by a county, city, or township.

(18) Except as otherwise provided in this subsection, an individual shall not photograph, or audio or video record, within an absent voter counting place. A county, city, or township clerk, or an assistant of that clerk, shall expel an individual from the absent voter counting place if that individual violates this subsection. This subsection does not apply to any of the following:

(a) An individual who photographs, or audio or video records, posted election results within an absent voter counting place.

(b) A county, city, or township clerk, or an employee, assistant, or consultant of that clerk, if the photographing, or audio or video recording, is done in the performance of that individual's official duties.

(c) If authorized by an individual in charge of an absent voter counting place, the news media that take wide-angled photographs or video from a distance that does not disclose the face of any marked ballot.

(19) An individual shall not photograph or video record a ballot or any other election records, other than posted election results, in an absent voter counting place. An individual who violates this subsection is guilty of a misdemeanor.

Sec. 765b. (1) Not later than 5 p.m. on the second Friday before an election, an elector may submit a signed, written statement to the elector's city or township clerk requesting that the clerk do both of the following:

(a) Spoil the elector's absent voter ballot.

(b) Provide or mail a new absent voter ballot to the elector.

(2) Upon receipt of a signed, written statement from an elector as described in subsection (1), the city or township clerk shall mark the absent voter ballot return envelope of that elector as “spoiled” and retain the envelope. In addition, the city or township clerk shall provide or mail a new absent voter ballot to that elector.

(3) An elector who has returned an absent voter ballot may, before 5 p.m. on the second Friday before an election, appear in person at the elector’s city or township clerk’s office to do both of the following:

(a) Spoil the elector’s absent voter ballot by submitting a signed, written statement to the city or township clerk indicating that the elector wishes to have the elector’s absent voter ballot spoiled.

(b) Vote a new absent voter ballot in the clerk’s office.

(4) Upon receipt of the signed, written statement from an elector as described in subsection (3)(a), the city or township clerk shall mark the absent voter ballot return envelope of that elector as “spoiled” and retain the envelope. In addition, the city or township clerk shall issue the elector a new absent voter ballot that must be voted by the elector in the clerk’s office.

(5) Not later than 5 p.m. on the Friday immediately before an election, an elector who has lost the elector’s absent voter ballot or not yet received the elector’s absent voter ballot in the mail may submit a signed, written statement to the elector’s city or township clerk requesting that the clerk do both of the following:

(a) Spoil the elector’s absent voter ballot.

(b) Provide or mail a new absent voter ballot to the elector.

(6) Upon receipt of a signed, written statement from an elector as described in subsection (5), the city or township clerk shall indicate in the qualified voter file that the original ballot is spoiled. In addition, the city or township clerk shall provide or mail a new absent voter ballot to that elector.

(7) An elector who has lost the elector’s absent voter ballot or not yet received the elector’s absent voter ballot in the mail may, before 4 p.m. on the day before an election, except Sunday or a legal holiday, appear in person at the elector’s city or township clerk’s office to do both of the following:

(a) Spoil the elector’s absent voter ballot by submitting a signed, written statement to the city or township clerk indicating that the elector wishes to have the elector’s absent voter ballot spoiled.

(b) Vote a new absent voter ballot in the clerk’s office.

(8) Upon receipt of the signed, written statement from an elector described in subsection (7)(a), the city or township clerk shall indicate in the qualified voter file that the original ballot is spoiled. In addition, the city or township clerk shall issue the elector a new absent voter ballot that must be voted by the elector in the clerk’s office.

(9) An elector cannot spoil a ballot that has been tabulated.

Sec. 765c. If an absent voter ballot is damaged or defective so that the absent voter ballot cannot be properly counted by the electronic tabulating equipment, a true duplicate copy of that absent voter ballot must be made by the election inspectors from different political parties and substituted for the damaged or defective absent voter ballot. A damaged or defective absent voter ballot that cannot be properly counted by the electronic tabulating equipment includes an absent voter ballot issued to an elector that is for the wrong precinct. The election inspectors shall duplicate the absent voter ballot on the correct precinct ballot only for the candidates and ballot proposals that remain the same. Each duplicate ballot must be clearly labeled “duplicate” by the election inspectors, and that duplicate ballot must bear a serial number that is recorded on the damaged or defective absent voter ballot under procedures provided by the secretary of state.

Sec. 768. The board of election inspectors shall verify that there is an elector’s signature on the absent voter ballot return envelope and that the statement on the absent voter ballot return envelope that the ballot is approved for tabulation is complete. If the elector’s signature is missing or the statement that the absent voter ballot is approved for tabulation is incomplete, the board of election inspectors must immediately contact the city or township clerk. If the elector’s signature is present and the statement that the absent voter ballot is approved for tabulation is complete, the board of election inspectors shall open the absent voter ballot return envelope, take out the ballot, and, without unfolding the ballot, compare the ballot number on the ballot stub with the ballot number on the face of the absent voter ballot return envelope. If the ballot numbers match, the board of election inspectors shall detach the perforated numbered stub and prepare the ballot for tabulation, as directed by the secretary of state. Each ballot must be inserted into the tabulator. One of the election inspectors shall enter the elector in the poll book as having cast an absent voter ballot.

Sec. 768a. (1) Except as otherwise provided under subsection (4), an absent voter may take the absent voter's marked absent voter ballot to the absent voter's election day polling place or to an appropriate early voting site during the early voting period as provided under section 4(1)(m) of article II of the state constitution of 1963 to personally put the absent voter's marked absent voter ballot into a tabulator to be tabulated. An absent voter described under this subsection shall do all of the following:

(a) Place the marked absent voter ballot in the secrecy sleeve that was provided to the absent voter.

(b) Bring the marked absent voter ballot in the secrecy sleeve to the absent voter's election day polling place or early voting site.

(c) Comply with the same identification requirements as an elector voting in person under section 523.

(2) If an elector brings an absent voter ballot to an election day polling place or to an early voting site without a secrecy sleeve, an election inspector shall provide a secrecy sleeve to that elector and instruct the elector to place the absent voter ballot in the secrecy sleeve.

(3) The election inspectors processing an absent voter under this section must note in the poll book that the absent voter returned the absent voter's absent voter ballot to the election day polling place or early voting site and that the absent voter's absent voter ballot was tabulated.

(4) If the tabulators in an election day polling place cannot be programmed to accept and tabulate absent voter ballots as provided under section 764a(3), an absent voter is not authorized to return the absent voter's absent voter ballot to an election day polling place to be tabulated as provided under section 764a(3). An absent voter may still return the absent voter's absent voter ballot to an election day polling place, surrender the absent voter ballot to an election inspector, be issued another ballot, and vote that ballot in the polling place.

Sec. 769. (1) An absent voter may vote in person within the absent voter's precinct at an election, notwithstanding that the absent voter applies for an absent voter ballot and the absent voter ballot is mailed or otherwise delivered to the absent voter by the clerk. This subsection applies only if the absent voter does not vote the absent voter ballot mailed or otherwise delivered by the clerk.

(2) Before voting in person, except as otherwise provided in this section, the absent voter shall return the absent voter ballot to the board of election inspectors in the absent voter's precinct. If an absent voter ballot is returned under this subsection, the board of election inspectors shall mark the absent voter ballot "CANCELED" and place the absent voter ballot in the regular box with other canceled ballots. This subsection does not apply to an absent voter who brings the absent voter's marked absent voter ballot to be cast on the tabulator at the absent voter's election day polling place or early voting site as provided under section 768a.

(3) An absent voter who did not receive an absent voter ballot that the absent voter applied for or lost or destroyed an absent voter ballot the absent voter received, and who desires to vote in person in the absent voter's precinct on election day, shall sign an affidavit to that effect before an election inspector and be allowed to vote as otherwise provided in this act. However, a voter being allowed to vote under this subsection is subject to challenge as provided in section 727.

(4) An individual who votes at an election both in person and by means of an absent voter ballot or an individual who attempts to vote both in person and by means of an absent voter ballot is guilty of a felony.

(5) An election official who becomes aware of an individual who votes or attempts to vote both in person and by means of an absent voter ballot shall report that information to the prosecuting attorney for that county and to the secretary of state.

Sec. 795b. (1) Ballot labels must be printed or displayed in plain, clear, black type on white surface. Questions may be printed or displayed on red tinted surface and the names of candidates for nonpartisan offices on blue tinted surface. County questions may be printed or displayed on green tinted surface and local questions may be printed or displayed on buff surface. In a primary election to identify each political party, the titles of offices and the names of candidates may be arranged in vertical columns or in a series of separate pages or displays. The office title with a statement of the number of candidates to be voted for must be printed or displayed above or at the side of the names of the candidates for that office. The offices and candidates must be printed or displayed in the order provided by law, or if no such provision is made, in the order prescribed by the board of election commissioners of the county, city, village, township, or school district. If there are more candidates for an office than can be printed or displayed in 1 column or on 1 page or display, the ballot label must be clearly marked that the list of candidates is continued on the following column, page, or display, and so far as possible, the same number of names must be printed or displayed on each column, page, or display. Arrows or other directional signs may be used to indicate the place to vote for each candidate or question.

(2) Except for ballots used for early voting that are produced by an on-demand ballot printing system, ballots that are processed through electronic tabulating equipment after the elector has voted must have an attached, numbered, perforated stub.

Sec. 797a. (1) Before entering the voting station, each elector shall be offered instruction in the proper method of voting on the electronic voting system. If the elector needs additional instruction after entering the voting station, 2 election inspectors from different political parties may, if necessary, enter the voting station and provide the additional instructions.

(2) If the electronic voting system provides for the use of a ballot that is processed through electronic tabulating equipment after the elector votes, the elector shall transport the ballot to the ballot box, or other approved ballot container, without exposing any votes. Except as otherwise provided in this subsection, an election inspector shall ascertain, by comparing the number appearing on the ballot stub with the number recorded on the poll list, that the ballot delivered by the voter is the same ballot that was issued to the elector. Except as otherwise provided in this subsection, if the numbers do not agree, the ballot must be marked as “rejected”, and the elector must not be allowed to vote. Except as otherwise provided in this subsection, if the numbers agree, an election inspector shall remove and discard the stub. Except as otherwise provided in this subsection, the election inspector shall deposit the ballot in the ballot box or other approved ballot container. If electronic tabulating equipment that deposits the voted ballot into the ballot box or other approved ballot container is used at the precinct, the election inspector shall return the ballot to the elector, and the elector shall deposit the ballot into the electronic tabulating equipment. The electronic tabulating equipment must be arranged so that the secrecy of the ballot is not violated. If required for the proper operation of the electronic tabulating equipment, 2 election inspectors from different political parties may periodically open the equipment to rearrange voted ballots and may transfer voted ballots to another approved ballot container. The requirement to compare a ballot number with the poll list does not apply to a ballot used for early voting that is produced by an on-demand ballot printing system.

(3) A ballot from which the stub is detached must not be accepted by the election inspector in charge of the ballot box or other approved ballot container. An elector who spoils the elector’s ballot may return the ballot and secure another ballot. The word “spoiled” must be written across the face of the ballot, and the ballot must be marked and secured for later return.

(4) A ballot of a challenged voter that has the names of candidates and questions printed directly on the voted ballot must be processed in the manner prescribed for challenging a vote cast by paper ballot. A challenge to a voter voting on an electronic voting system that does not use an individual hard copy ballot must be processed in the manner prescribed for challenging a vote cast on a voting machine.

(5) Except as otherwise provided in this act, an election inspector shall not allow any portion of a ballot, including a ballot stub, to be removed by any individual other than an election inspector from the polling place.

Sec. 798b. (1) The county clerk may conduct an unofficial count in order to provide early unofficial returns to the public. Upon completion of the count, the official returns shall be open to the public. The return of the electronic tabulating equipment, to which have been added the write-in and absentee votes if necessary, shall constitute, after being duly certified, the official return of each precinct or election district. If it becomes impracticable to count all or a part of the ballots with tabulating equipment, the clerk may direct that they be counted manually, following as far as practicable the provisions governing the counting of paper ballots. An accumulation report of unofficial results using the tabulated votes available after 8 p.m. on election day must be compiled and published using a format that clearly indicates all of the following:

- (a) The election day precinct results.
- (b) The corresponding absent voter ballot counting board results.
- (c) The corresponding early voting results.
- (d) The sum of subdivisions (a), (b), and (c) for each precinct and contest.

(2) For a city or township with 250 or more precincts using common ballot forms instead of the election day precinct format in the absent voter counting boards and early voting sites, the accumulation report will not report results from absent voter counting boards or early voting sites as corresponding to election day precincts. Accumulation reports in each city or township described in this subsection must report the results for each election day precinct and separately report the results of each absent voter counting board and the corresponding early voting results. Each common ballot form may constitute at least 1 separate absent voter counting board and early voting precinct.

Sec. 805. After the polls close on election day, the precinct board of election inspectors shall place the ballots in the ballot container provided for ballots under section 669. The board of election inspectors shall securely fasten and seal the ballot container with an approved seal furnished with the election supplies. The seal must be affixed to render it impossible to open the ballot container without breaking the seal. The board of election inspectors shall then deliver the ballot container to the township or city clerk.

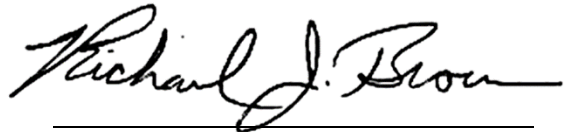
Enacting section 1. Sections 14b, 24k, and 767 of the Michigan election law, 1954 PA 116, MCL 168.14b, 168.24k, and 168.767, are repealed.

Enacting section 2. This amendatory act does not take effect unless all of the following bills of the 102nd Legislature are enacted into law:

- (a) Senate Bill No. 370.
- (b) House Bill No. 4697.



Secretary of the Senate



Clerk of the House of Representatives

Approved \_\_\_\_\_

\_\_\_\_\_  
Governor

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** Approve Program Guidelines for the Expanded Housing Rehabilitation Program

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**Recommendation:**

Approve the Program Guidelines for the Expanded Housing Rehabilitation Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the Program Guidelines for the Expanded Housing Rehabilitation Program.

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

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** October 24, 2023

**RECOMMENDATION:** Approve the Program Guidelines for the Expanded Housing Rehabilitation Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

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### SUMMARY

Approve the Program Guidelines for the Expanded Housing Rehabilitation Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

### BUDGETARY CONSIDERATIONS

None

### HISTORY AND BACKGROUND

On November 9, 2021, the Jackson City Council officially formed the Affordable Housing Development Board (AHDB). Comprised of seven members, the intent of the board is to promote the health, safety, and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council, to propose remedies on the implementation of housing goals, objectives, and policies. Per ordinance Per Article IX, Section 14-702, the AHDB shall oversee and administer the city's affordable housing fund, to provide for the preservation and development of affordable housing, and to make recommendations to the city manager and city council on programs, policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson.

The City of Jackson contracted with Guidehouse, for assistance with the expenditure of its American Rescue Plan Act (ARPA) funds). Guidehouse was tasked with conducting a Citywide comprehensive housing assessment, and their "Housing Strategy and Policy Framework" was presented to the AHDB and City Council in early 2023. This comprehensive, data-drive analysis of Jackson's current and future housing needs outlined numerous housing objectives, with an implementation target of ten years, including: the construction of 1,500 new units; the preservation of 3,000 existing units; a first-time homebuyer program; and a public land strategy.

## DISCUSSION OF THE ISSUE

The Jackson Affordable Housing Development Board (AHDB) was originally charged with recommending (to City Council) the allocation of \$3.5 million in American Rescue Plan Act (ARPA) funds, focusing on policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson.

At their meeting on March 21, 2023, the Jackson City Council approved a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's ARPA funds (in the amount of \$3.31 million), for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department. The focus of this agenda item is the program specifics for the preservation of existing properties," commonly referred to as the Expanded Housing Rehabilitation Program.

At their meeting on October 3, 2023, the AHDB approved a motion to accept the Expanded Housing Rehabilitation Program Guidelines, with City staff directed to present these guidelines to the Jackson City Council at their next meeting. The approval of these program guidelines will allow the Expanded Housing Rehabilitation Program to move forward into the implementation phase.

## POSITIONS

Requested action is for City Council to approve the Program Guidelines for the Expanded Housing Rehabilitation Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

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### ATTACHMENTS

- Expanded Housing Rehabilitation Program Guidelines



# Expanded Housing Rehabilitation Policy & Procedure Manual

***DRAFT***

# I. Introduction

## A. Overview

This Policy and Procedure manual provides guidance to the City of Jackson's Community Development Department (CD) to administer financing for the rehabilitation of owner-occupied and renter-occupied housing. Funding is provided by the U.S. Department of Treasury's American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) at 31 CFR Part 35, as amended. ARPA SLFRF was allocated to specific activities by the Jackson City Council on March 7, 2023. All housing rehabilitation assistance activities must meet guidelines and regulations established by the funding source as well as requirements contained within this manual. This manual is separate and unique from the City's CDBG and HOME grants from HUD.

CD grant administrators must certify that program recipients meet the standards set forth by Treasury and the City of Jackson eligibility requirements. The following ARPA Policy and Procedure Manual has been prepared to provide direction in the allocation, management, and monitoring of program funds. The Jackson City Council may waive any local policy in this manual not statutorily required by the funding source whenever it is determined undue hardship adversely affects the achievement of the program's purpose.

## B. Definitions

*Applicant* – a property owner who has applied for program assistance. Used interchangeably with “homeowner” or “property owner.”

*Area Median Income (AMI)* – the midpoint of the region's income distribution, calculated by a household's gross income. Income limits are published annually by HUD based on a metropolitan area and adjusted for family size. See <https://www.huduser.gov/portal/datasets/il.html>.

*Asset* -- a resource with economic value that an individual owns or controls with the expectation that it will provide a future benefit.

*Asset Test* – if an applicant's current assets total in excess of \$25,000, that applicant is determined to have substantial resources and does not qualify for assistance.

*Borrower* – a property owner who has received program assistance in the form of a loan/grant.

*Closing Costs* - also called settlement costs, are defined as those costs, other than repair costs, required to process and complete a rehabilitation grant or mortgage loan. This includes, but may not be limited to, recording fees, title work, credit reports, appraisal, survey, etc.

*Construction* - The process of building, altering, repairing, improving, or demolishing any structure or building.

*Contract* – a legal instrument by which the City of Jackson purchases services needed to carry out the project or program under a Federal award.

*Contractor* – generally, an entity that receives a contract.

*Code Violation* - an existing condition which does not meet the requirements of the City of Jackson Code of Ordinances Building and Building Regulations (Chapter 5), Refuse (Chapter 12), Housing (Chapter 14), Nuisances (Chapter 17) and Zoning (Chapter 28).

*Extenuating Circumstances* - a situation beyond the control of the affected person as determined by the Jackson City Council.

*Family* – all persons living in a household who are related by birth, marriage, or adoption.

*Food Allowance* – funds provided to families for meals during the temporary relocation period, based on the established schedule for the number and ages of persons in the family.

*Head of Household* – a filing status for individual U.S. taxpayers who are either married or unmarried and pay more than half the costs of keeping up a home for the tax year.

*Homeowner* – a property owner who has applied for program assistance. Used interchangeably with “applicant.”

*Household* – all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. Persons not counted as part of the household are foster children, foster adults, live-in aides, or children of live-in aides. A child subject to a shared custody agreement in which the child lives with the household at least 50% of the time can be counted in the household.

*Household Income* – annual income from each member of the household 18 years of age or older is considered. Income of persons not counted as part of the household (see “Household” definition) is not included when calculating annual income. Income limits are adjusted by household size.

*Housing Rehabilitation Specialist* – the City staff person responsible for all construction related activities, including, but not limited to, inspecting the property, creating work specifications and cost estimates, overseeing the contractor while work is in progress, and approving the final work product.

*Immediate Family* – mother, father, husband, wife, brother, sister, son, daughter.

*Impairment* – any loss or abnormality of psychological, physiological, or anatomical structure or function.

*Income* – the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period as defined in 24 CFR Part 5 as used for Section 8.

*Intake Support Staff* – the City staff person responsible for conducting financial interviews and gathering supporting documentation related to project eligibility.

*Low Income* – income equal to or less than 50% of the AMI as established annually by HUD.

*Major Systems* - include, but not limited to, structural support, roofing, cladding and weatherproofing, plumbing, electrical, and HVAC.

*Minority Business Enterprise (MBE)* – businesses which are at least 51% owned, operated, and controlled on a daily basis by one or more (in combination) non-white American citizens.

*Moderate Income* – income above 50% AMI but equal to or less than 80% of the AMI as established annually by HUD.

*Neighborly Software* – software used by City of Jackson to administer housing and community development programs such as down payment assistance, affordable housing development, housing rehabilitation. The Neighborly Software program improves compliance and simplifies enrollment, administrative, and reporting processes.

*Non-Owner Occupied Residential Property (NOORP)* – any property within the City of Jackson not fully occupied by the property owner as their primary residence. All such properties are required to be registered with the City of Jackson and inspected every three years.

*Owner-Occupant* – a person who occupies the property as their principal place of residence and has at least a one-half (1/2) legal interest (not amount of equity) in one of the following types of ownership in the property to be improved:

- Individual fee ownership; or
- Individual fee ownership subject to a mortgage or other lien securing debt.

A contract for deed, installment contract and land sales contract are specifically excluded as such contracts fail to provide equitable title to homebuyers.

*Permanent General Improvement* – any alteration, repair, or improvement upon or in connection with an existing residential structure, which substantially protects or improves its basic livability or energy efficiency.

*Principal Place of Residence* – the property owner's home, as verified by voting registration, driver's license, 100% Principle Residence Exemption approved by the Jackson City Assessor, or other established and verifiable documentation.

*Program Manager* – the City staff person responsible for day-to-day operations of the Housing Rehabilitation Program.

*Project Completion* - all necessary program requirements and construction work has been completed, inspected and approved, and property standards have been met; final payments for the project has been made for the project and drawdown of funds have been disbursed; and project completion information (beneficiary data) reported as prescribed by ARPA SLFRF.

*Project Cost* – the total cost of repairs and improvements incurred by the Borrower that are included in a grant, whether or not financed in whole or in part with funds from this program or from other sources.

*Reasonable Credit Risk* - no evidence of current or pending foreclosure proceedings and meets specified debt-to-income ratios.

*Remediation* – an activity that reduces the health hazards of lead-based paint deteriorates.

*Renovation, Repair, and Painting (RRP) Rule* – Federal law requires all renovation, repair, and painting firms (including sole proprietorships) and individuals performing renovations, including contractors, property managers, and others who disturb painted surfaces to be certified. It applies to houses, apartments, and child-occupied facilities (such as schools and day care centers) built before 1978. It includes pre-renovation education requirements as well as training, firm certification, and work practice requirements.

*Residential Structure* - (also referred to as residence) is the real property to be improved and which is used solely for residential purposes on a year-round basis. It must be located within the City of Jackson. This definition does not include mobile homes or trailers.

*Responsible Bidder* – a person or entity who has the capability in all respects to fully perform the contract requirements and who fits the criteria as defined in this policy manual.

*Responsive Bidder* – a person or entity who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

*Same Ownership* - means the same person(s) has an ownership interest in the property whether it is held individually, with other person(s), or by a corporation, limited liability company, trust, or non-profit corporation in which the same person(s) is a member, manager, or other agent or official of the entity.

*Sealed Bids* – procedures for purchases greater than \$50,000 that will require advertising for and obtaining bids which remain sealed until publicly opened by the Purchasing Agent.

*Site Improvement* – the placement of permanent or semi-permanent improvements such as sidewalks, driveways, concrete steps, landscaping, storage sheds, detached garages, sprinkler systems, retaining

walls, water and sewer hookup, and the like. The removal of foundations, concrete pads, wells, septic systems, trees, land balancing and removal of unwanted to unusable old site improvements.

*Stable Monthly Income* - borrower's verified gross income that is likely to continue based on foreseeable economic circumstances.

*Sufficiently Insured* - insurance on the subject property in an amount equal to all the indebtedness on the property or the maximum amount available, whichever is less. The City of Jackson must be named as mortgage holder on the insurance policy.

*Unit* – an individual living unit in a residential structure.

*Usual and Customary Fees (Third Party Fees)* - these are the usual and customary fees paid to a third party service provider to process and close a loan/grant which include, but may not be limited to, the following:

- Appraisal Fee
- Closing Agent Fee
- Courier Fee
- Credit Bureau
- Flood Certificate
- Recording Fee
- Tax Service Fee
- Title Insurance Policy
- Underwriting/Administration Fee

*Women Business Enterprise (WBE)* – businesses at least 51% directly owned and controlled by one or more women who are U.S. citizens.

### C. Goals and Objectives

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. CDBG provides for the following, principally for persons of low and moderate income:

- Decent housing;
- A suitable living environment; and
- Expanded economic opportunities.

The HOME Program was created by the National Affordable Housing Act of 1990, and has been amended several times by subsequent legislation. The intent of the HOME Program is to:

- Provide decent, affordable housing to lower-income households;
- Expand the capacity of non-profit housing providers;
- Strengthen the ability of state and local governments to provide housing; and
- Leverage private sector participation.

The City of Jackson has identified housing rehabilitation as a high priority project in its 2020 – 2024 Five-Year Consolidated Plan.

### D. Authorization to Proceed

1. Approval of this Rehabilitation Policy and Procedure Manual by the Jackson City Council authorizes CD rehabilitation staff to process applications, bid projects, provide grant funds, and award contracts to the lowest responsible bidder within the parameters set forth for each program type.

2. Deviations from any policy or procedure must be approved by the Jackson City Council at its next regularly scheduled meeting.
3. The Jackson City Council may waive any local policy set forth in this Rehabilitation Policy and Procedure Manual for extenuating circumstances, but does not have authority to waive any statutory or regulatory federal requirement.

## II. Rehabilitation Programs

### A. Homeowner Rehabilitation Program

#### Purpose

To repair certain elements of a housing unit that have outlived or are nearing the end of their effective useful life before the element creates an emergency situation, but the whole house is not rehabilitated. Additional consideration is allowed to increase the energy efficiency of a home in an effort to reduce the homeowner's utility costs. Preference will be given to major components that have failed.

#### Funding Sources

American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)

#### Eligible Properties

##### 1. Basic Eligibility

The following basic requirements must be met for any project to be considered:

- a. Property must be located within the City of Jackson's jurisdictional boundaries.
- b. Property may not have more than one (1) housing unit.
- c. Combined household income may not exceed 80% of the Area Median Income (AMI), adjusted for family size. Household income requirement pertains to tenant(s) in NOORP Owned properties.
- d. Property must be primary residence of the applicant.
- e. Must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. Every individual listed on the title will be required to sign the City's mortgage and mortgage note. Land contracts are not eligible.
- f. Must be current on all City of Jackson property taxes, special assessments, and water utility billings.
  - i. Unpaid property taxes and/or special assessment payments incurred on or after March 3, 2021 may be paid in full or in part with ARPA SLFRF funds. This is a one-time payment to bring delinquent payments current to enhance eligibility. Charges incurred prior to March 3, 2021 are ineligible and are the responsibility of applicant to pay to meet eligibility requirements.
  - ii. Unpaid water utility costs incurred on or after March 3, 2021 may be paid in full or in part with ARPA SLFRF funds. This is a one-time payment to bring delinquent payments current to enhance eligibility. Charges incurred prior to March 3, 2021 are ineligible and are the responsibility of applicant to pay to meet eligibility requirements.
- g. Must be sufficiently insured and current on payments.
- h. Must be current on mortgage payments, if any. All existing mortgage(s) on the property must be in the name(s) of one or more owners of the property. All individuals/entities signatory to an existing mortgage/note must sign the City's mortgage/note.
- i. Must not be in bankruptcy.

##### 2. Property

- a. Must not be in foreclosure.
- b. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Certain structure-related violations may be covered under this expanded rehabilitation program, at the discretion of City of Jackson staff.
- c. The Housing Rehabilitation Specialist and Contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of rehabilitation work.
- d. A title review will be done on the property and, if necessary, a full title search will be completed. There must not be any federal, state, or local liens or judgments, including tax liens (real estate or federal) on the property.
- e. Must meet applicable provisions of Chapter 28 – Zoning, City of Jackson Code of Ordinances.
- f. Must be in a condition to reasonably expect the property will remain structurally sound and fit for ten (10) years following repairs with appropriate maintenance.

The following unit types are not eligible for rehabilitation assistance:

- g. 1-bedroom units that do not meet minimum square footage requirements for two (2) residents (see Chapter 14, Article II – Minimum Housing Standards, City of Jackson Code of Ordinances);
- h. One (1) to three (3) unit properties where the cost of rehabilitation would exceed two (2) times the assessed value of the structure before rehabilitation;
- i. Units that will not be habitable immediately upon completion;
- j. Structures located within the 100-Year Floodplain;
- k. Non-conforming structures and/or non-conforming uses as outlined in Chapter 28 – Zoning, City of Jackson Code of Ordinances.

### **Income Eligibility**

Applicant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

### **Maximum Grant Amount**

\$25,000 for eligible major component improvements. Settlement costs are not incorporated into the total grant amount but are paid through the Rehabilitation Administration budget. Repairs are not to exceed \$25,000 in total assistance.

### **Eligible Improvements**

1. *Major Systems* – includes, but is not necessarily limited to, structural, roof/gutter system, windows, siding, electrical, HVAC, and plumbing.
2. *Energy Efficiency* – includes, but is not necessarily limited to, addition or upgrade to insulation in homes (if allowed by code), and HVAC.

3. *Accessibility* – costs to remove material and architectural barriers that restrict the ingress/egress of elderly and severely disabled persons to the home.
4. *Historic Preservation Standards* - if designated as historically significant, all exterior rehabilitation must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included. Properties must undergo local historic review if they are located within the boundaries of a locally designated historic district.
5. *Combination with Other Funding Sources* – if the project exceeds the maximum allowed grant amount, applicant may need to apply for additional funds from other sources to make required or optional repairs.

**Grant Terms**

The amount provided for a rehabilitation grant must be repaid to the City of Jackson (specific repayment schedule below) if any of the following occur:

1. The property is sold within five (5) years from the date of closing
2. The property is transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower’s spouse upon his/her death and as noted below)
3. The property ceases for any other reason to be the Borrower’s principal place of residence.

The required grant repayment amount will decrease by 1/60<sup>th</sup> each month, beginning one (1) month-after the date of closing. 0% repayment will be required at the conclusion of five (5) years.

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower’s spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower’s principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;
- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

## **B. Non-Owner Occupied Rehabilitation Program**

### **Purpose**

To repair certain elements of a housing unit that have outlived or are nearing the end of their effective useful life before the element creates an emergency situation, but the whole house is not rehabilitated. Additional consideration is allowed to increase the energy efficiency of a home in an effort to reduce the homeowner's utility costs. Preference will be given to major components that have failed.

### **Funding Sources**

American Rescue Plan Act (APRA) State and Local Fiscal Recovery Funds (SLFRF)

### **Eligible Properties**

#### **1. Basic Eligibility**

The following basic requirements must be met for any project to be considered:

- a. Property must be located within the City of Jackson's jurisdictional boundaries.
- b. Property may not have more than three (3) housing units.
- c. Tenant's (by unit) combined household income may not exceed 80% of the Area Median Income (AMI), adjusted for family size.
- d. Must be actively registered under the NOORP Registry through the City's Community Development Department (CD).
- e. Must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. Every individual listed on the title will be required to sign the City's mortgage and mortgage note. Land contracts are not eligible.
- f. Must be current on all City of Jackson property taxes, special assessments, and water utility billings.
  - i. Property owner is responsible for paying outstanding water utility billings that occurred during the duration of his/her/its ownership, even if those outstanding balances were accrued in a prior tenant's name.
  - ii. Unpaid water utility costs, incurred on or after March 3, 2021 and the responsibility of the tenant, may be paid in full or in part with ARPA SLFRF funds. This is a one-time payment to bring delinquent payments current to enhance eligibility. Charges incurred prior to March 3, 2021 are ineligible and are the responsibility of applicant to pay to meet eligibility requirements. Unpaid water utility costs that are the responsibility of the property owner will not be paid.
- g. Must be sufficiently insured and current on payments.
- h. Must be current on mortgage payments, if any. All existing mortgage(s) on the property must be in the name(s) of one or more owners of the property. All individuals/entities signatory to an existing mortgage/note must sign the City's mortgage/note.
- i. Must not be in bankruptcy.
- j. Must commit matching funds to all projects equal to at least 25% of total project cost (to be verified).

## 2. Non-Owner Occupied Residential Property (NOORP) Owners

- a. Must be occupied by families earning less than 80% AMI with preference given to those families holding a Section 8 Housing Choice Voucher.
- g. Vacant units will be considered on a case-by-case basis. If approved for assistance, the NOORP Owner is required to affirmatively market unit, giving preference to families holding a Section 8 Housing Choice Voucher.
- i. Must have a current Certificate of Compliance issued by CD or have an open housing inspection pending completion of rehabilitation activities.
- j. Must agree to a five (5) year Period of Affordability. If tenants vacate a unit assisted as part of this program, the property owner must extend all months remaining for said affordability period to future tenants, until such time as the five (5) year period of affordability expires.

## 3. Property

- a. Must not be in foreclosure.
- b. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Certain structure-related violations may be covered under this expanded rehabilitation program, at the discretion of City of Jackson staff.
- c. The Housing Rehabilitation Specialist and Contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of rehabilitation work.
- d. A title review will be done on the property and, if necessary, a full title search will be completed. There must not be any federal, state, or local liens or judgments, including tax liens (real estate or federal) on the property.
- e. Must meet applicable provisions of Chapter 28 – Zoning, City of Jackson Code of Ordinances.
- f. Must be in a condition to reasonably expect the property will remain structurally sound and fit for ten (10) years following repairs with appropriate maintenance.

The following unit types are not eligible for rehabilitation assistance:

- g. 1-bedroom units that do not meet minimum square footage requirements for two (2) residents (see Chapter 14, Article II – Minimum Housing Standards, City of Jackson Code of Ordinances);
- h. One (1) to three (3) unit properties where the cost of rehabilitation would exceed two (2) times the assessed value of the structure before rehabilitation;
- i. Units that will not be habitable immediately upon completion;
- j. Structures located within the 100-Year Floodplain;
- k. Non-conforming structures and/or non-conforming uses as outlined in Chapter 28 – Zoning, City of Jackson Code of Ordinances.

### Income Eligibility

Tenant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two

years' employment, if applicable). Rehabilitation to a single unit and its related areas/fixtures shall require income eligibility of the tenants in that individual unit. Rehabilitation to all units and/or areas/fixtures common to the entire structure/property shall require income eligibility of all tenants from all property units.

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

### **Maximum Grant Amount**

\$25,000 for eligible major component improvements. Settlement costs are not incorporated into the total grant amount but are paid through the Rehabilitation Administration budget. Total assistance with City of Jackson funds not to exceed \$25,000 per property.

### **Eligible Improvements**

1. *Major Systems* – includes, but is not necessarily limited to, structural, roof/gutter system, windows, siding, electrical, HVAC, and plumbing.
2. *Energy Efficiency* – includes, but is not necessarily limited to, addition or upgrade to insulation in homes (if allowed by code), and HVAC.
3. *Accessibility* – costs to remove material and architectural barriers that restrict the ingress/egress of elderly and severely disabled persons to the home.
4. *Historic Preservation Standards* - if designated as historically significant, all exterior rehabilitation must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included. Properties must undergo local historic review if they are located within the boundaries of a locally designated historic district.

### **Grant Terms**

The amount provided for a rehabilitation grant must be repaid to the City of Jackson (specific repayment schedule below) if any of the following occur:

1. The property is sold within five (5) years from the date of closing
2. The property is transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below)
3. The property ceases for any other reason to be the Borrower's principal place of residence.

The required grant repayment amount will decrease by 1/60<sup>th</sup> each month, beginning one (1) month-after the date of closing. 0% repayment will be required at the conclusion of five (5) years.

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;

- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

### III. Eligibility and Intake

#### A. Basic Eligibility

The following basic requirements must be met for any project to be considered:

1. The property must be located within the City of Jackson's jurisdictional boundaries.
2. The property may not have more than two (2) units; only the unit occupied by the property owner is eligible for assistance unless otherwise noted (owner-occupied properties only).
3. Combined household income may not exceed 80% AMI, adjusted for household size.
4. The property must be the primary residence of the property owner (owner-occupied properties only)
5. The property must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. A contract for deed, installment contract and land sales contract are specifically excluded as such contracts fail to provide equitable title to homebuyers.
6. Every individual listed on the title will be required to sign the mortgage and mortgage note.
7. Must be current on all property taxes, special assessments, water utility billings, AHB judgments, and other costs as may be charged by the City of Jackson
8. Must be sufficiently insured and current on payments.
9. Must be current on mortgage payments or loans involving the property, if any. All existing mortgage(s) or loan(s) on the property must be in the name(s) of one or more owners of the property.
10. Must not be in foreclosure or bankruptcy.
11. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Any housing code violations that would not be rectified at the completion of the rehabilitation work must be corrected before the project is undertaken.
12. Pursuant to the Welfare Reform Act of 1966 and Section 401 of Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), non-citizens who are not qualified aliens as defined in Section 431, is not eligible for any Federal public benefit.
13. If the applicant appears to qualify based on a preliminary review of the information provided, the project will be placed on the waiting list for the appropriate rehabilitation program until ready to proceed.

#### Timely Completion of Application

Once an application begins the intake process, it is incumbent upon the homeowner to provide requested documentation in a timely fashion.

1. Applicants taking more than 30 days to complete their application, which includes provision of all documentation requested, shall be deemed "non-responsive" and lose priority position.
2. Applicants taking more than 45 days to complete their application, which includes provision of all documentation requested, shall be denied and the applicant must re-apply.

#### Waiting List

CD rehabilitation staff will create and maintain a waiting list by rehabilitation program type. Applicants will generally be selected from the waiting list in chronological order based on the date and time their application was received (first-come, first-serve basis as funds allow). However, applicants to the emergency hazard program will receive priority consideration and will be assigned to the Housing

Rehabilitation Specialist before any other project type. Priority will also be given to those on the waiting list who have a major component that has failed or who have not previously received assistance.

## **B. Intake**

CD staff shall assist the applicant in the preparation of the rehabilitation application as necessary. Every space provided for entry of a response shall be completed. If no response is available or does not apply to the applicant, the entry should be “none” or “n/a.” Program staff will perform the following tasks as projects on the waiting list advance toward first position:

1. Conduct an interview with the applicant and obtain documentation for a full eligibility determination which includes, but may not be limited to, the following:
  - a. Mortgage for each holder of lien(s) secured by the property;
  - b. Employment, such as paystubs;
  - c. Earnings, such as most recent tax return;
  - d. Deposits, such as bank statements.
2. Obtain third-party verification from employer, banking establishments, and others as may be appropriate.
3. Obtain a credit report and review thoroughly to ensure all assets and liabilities were disclosed.
4. Perform asset test and determine debt-to-income ratio.
5. Request title search from American Title Company.
6. Household income level must be documented using HUD’s Income Eligibility Calculator found at <https://www.hudexchange.info/incomecalculator/>. Results must be kept on file electronically with a printed copy placed in the applicant’s file.
7. Create project in Neighborly Software and assign grant number.

### **Income Guidelines**

Verification and certification of income and assets is required to determine program eligibility for all CDBG or HOME funded rehabilitation projects. Income includes all wages and salaries, interest and dividends, alimony, and child support for all adults living in the house. It excludes food stamps, medical reimbursement, and foster childcare assistance.

The calculation used to determine annual household income shall be consistent with HUD regulations at 24 CFR Part 5 (Part 5 income, formerly referred to as Section 8 income) and HUD’s definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents 18 years of age and older, unless they are a full-time student, will be included in the total annual household income determination.

### **Asset Test**

If an applicant’s current assets total in excess of \$25,000, that applicant is determined to have substantial resources and does not qualify for rehabilitation assistance.

- Assets include funds in checking and savings accounts, interest or dividends earned from Certificates of Deposit, stocks, bonds or mutual funds. Assets also include the value of real estate (other than primary residence).
- Assets do **not** include pre-tax payroll deductions, deferred compensation accounts, 401ks, health or dependent care allowances, two vehicles, the subject property and furnishings and fixtures.

- If assets are \$5,000 or above, income on all assets (actual or imputed per worksheet) must be included to determine income eligibility. However, earnings from retirement accounts do **not** need to be included unless the funds are being removed from the account.

### **Debt-to-Income Ratio**

The maximum debt-to-income ratio (DTI) for Housing Rehabilitation Programs is 40% front-end and 45% back-end expressed as a ratio of 40/45 percent. The DTI is the percentage of a consumer's monthly gross income that goes toward paying debts. The DTI often covers more than just debts. The ratios can include certain taxes, fees and insurance premiums as well. There are two main types of DTIs:

1. *Front-End Ratio* – indicates the percentage of income that goes toward housing costs, which for homeowners is PITI (principal, interest, taxes and insurance). The maximum front-end ratio for the housing rehabilitation programs is 40 percent.
2. *Back-End Ratio* – indicates the percentage of income that goes toward paying all recurring debt payments, including, but not limited to: PITI; credit card payments; car loan payments; student loan payments; child support payments; alimony payments; and legal judgments. The maximum back-end ratio for the housing rehabilitation programs is 45 percent.

#### *Example of a Debt-to-Income Ratio Calculation:*

Yearly Gross Income = \$45,000 / Divided by 12 months = \$3,750 per month income.

- $\$3,750 \times 40\% = \$1,500$  allowed for housing expenses (front-end)
- $\$3,750 \times 45\% = \$1,687$  allowed for housing expenses plus recurring debt (back-end)

## V. Inspection and Pre-Construction

### A. General

The Housing Rehabilitation Specialist is responsible for determining the rehabilitation work necessary to bring a property into conformance with applicable codes, based upon the rehabilitation program the project falls under. In carrying out these responsibilities, the Housing Rehabilitation Specialist shall:

1. Inspect the property to identify all code violations for full rehabilitation projects, or determine if replacement, and not a lower form of maintenance, is necessitated in emergency hazard or major component activities.
2. Determine if additional work may be needed other than that requested on the application which may have been unknown to the homeowner.
3. Take pictures that document the condition and/or component age before rehabilitation.
4. Meet with owner to distribute and discuss the EPA pamphlet “The Lead Safe Certified Guide to Renovate Right” if planned work will disturb painted surfaces.
5. Complete a preliminary work write-up and cost estimate of the rehabilitation needed. The preliminary work write-up shall include, but not be limited to, a separate cost estimate for required general improvements, insipient items, or owner requested general improvements.
6. Determine that items in the work write-up conform to purposes for which the project grant may be used.
7. Advise applicant concerning conditions under which the grant is made.
8. Final consultation with the applicant on preliminary work write-up and cost estimate to reach an agreement that the work to be done is within applicant’s ability to repay.
9. Prepare a final work write-up and cost estimate as the basis for a rehabilitation grant and for contracting the rehabilitation work.
10. Request construction bids through the City of Jackson Purchasing Department.
11. Assist in getting all necessary documents executed.
12. Upon completion, the rehabilitation work must, at a minimum:
  - a. Meet state or local codes, ordinances and requirements;
  - b. Be free of deficiencies selected by HUD from the list of Uniform Physical Condition Standards;
  - c. Meet minimum useful life standards for major systems of at least five (5) years.

### Property Condition

1. The Housing Rehabilitation Specialist and contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of work.
2. The property must be in a condition to reasonably expect it will remain structurally sound and fit for ten (10) years following rehabilitation with appropriate maintenance.
3. A structure will be deemed “non-feasible for rehabilitation” and denied participation in the program when any one of the following apply:

- a. It is deteriorated to the degree that repair/rehabilitation costs would equal or exceed new construction costs;
- b. It was built inferior and/or substandard;
- c. It has major structural or drainage problems;
- d. The cost of the required rehabilitation exceeds the property value;
- e. Any repair(s) needed cannot be completed within the financial constraints of the program,

## B. Inspection Checklist

The City has developed an inspection checklist for use in inspecting each residential property. In essence, such a checklist is a listing of every item that is subject to the applicable codes that may be found in a property. The use of such a checklist facilitates the inspection and also helps provide a proper basis for the preparation of the work write-up, cost estimate, and the contract specifications.

1. *Checklist by Room:* For a residential property the items on the checklist are classified by room. For example, items applicable to a kitchen or bathroom are listed on sheets under those room classifications. Similarly, a separate sheet with an appropriate listing of items would be used for each habitable room.
2. *Checklist Information:* Alongside each item on the checklist, space is provided for indicating the nature and extent of the deficiency. Additional space is provided on the checklist, or on supplemental sheets, for notes dealing with the types of materials, extent of repairs or replacement, and other information that may be helpful in later preparing the work write-up and cost estimate.

## C. Cost Estimate

The cost estimate is a statement prepared by the Housing Rehabilitation Specialist based on the property inspection checklist that itemizes the rehabilitation work to be done on the property and includes an estimate of the cost of each item. The cost estimate shall be reasonable and shall reflect actual costs prevailing in the locality for comparable work.

1. Since it is generally not practical to predetermine the funding sources to be utilized by the owner in the rehabilitation of the property, the Housing Rehabilitation Specialist shall proceed on the assumption that a variety of sources will be used. For this reason, it is important that the work write-up be sufficiently detailed.
2. In a case where the rehabilitation is limited in scope, the inspection checklist can be made sufficiently comprehensive to be used for development of specifications.
3. Each item of work and its estimated cost shall be identified in the cost estimate as being either necessary to meet the applicable codes, or for other purposes that may be financed through various loan/grant programs. This information is entered on the bid comparison sheet.
4. The amount of grant funds available for general improvements is subject to special limitations as provided by the funding source. The cost estimate shall identify those items and costs that may be included only on the basis of being to “generally improve the condition of the property.”
5. If the total estimated cost of the work exceeds the amount of the available funding the applicant could receive, or exceeds the applicant’s financial ability to do all the work, the Housing Rehabilitation Specialist may eliminate or modify items in the cost estimate. Items of work necessary to meet the applicable codes will not be eliminated.
6. A preliminary cost estimate should not contain details that have an effect on cost, such as color, style, or pattern. Decisions on these details can be made after the contract is awarded by providing in the

contract documents, as appropriate, the term “to be selected by owner.” Cost estimates will be calculated on moderately priced items. If the owner wishes to exceed the contract amount, they must provide the difference. Exterior paint color must be approved by the City.

7. The final and cost estimate prepared by the Housing Rehabilitation Specialist shall identify each of the items of work to be financed by the grant and provide a total for all.

## VI. Contractors

### A. Prequalification Procedures

1. Must be properly licensed by the State of Michigan for the trade(s) in which contractor is qualified.
2. Must be actively registered with the City of Jackson Community Development Department.
3. CD rehabilitation staff shall provide the Purchasing Coordinator a current list of actively registered contractors for the trade in which they are licensed. CD rehabilitation staff will review the list from time to time and provide the Purchasing Coordinator updated information as necessitated.
4. In addition to other forms of advertisement detailed in Section VI(A)(1) below, the Purchasing Coordinator will specifically solicit the contractors from the list provided by CD for the trade in which they are qualified.
5. The Purchasing Agent and/or CD rehabilitation staff shall have the right to adjust the list of prequalified bidders as he or she becomes aware of substantial changes in the information and circumstances of a bidder, or if other reasonable cause exists such as unsatisfactory contract performance or failure to pay bills and/or claims. Should an applicant for pre-qualification disagree with the determination of CD staff with regard to the same, the City Manager shall review the original information and/or such additional information within five (5) business days of the receipt of a written request, and confirm in writing either the original determination of the staff or revise same as appropriate.
6. A contractor need not be currently registered with the City of Jackson to submit a bid; however, proper registration is required before any contract is let.

### B. Basic Requirements

To be eligible for participation in CD rehabilitation projects, a contractor must:

1. Be actively licensed by the State of Michigan and registered with the City of Jackson.
2. Possess "tools of the trade" which include basic contracting tools and vehicle for transporting materials, tools, and accessing the property.
3. Be familiar and at ease with the use of communication tools, i.e., computer and have access to electronic mail (email) and telephone.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.
6. The contractor is responsible for obtaining all permits and/or submitting design review documents as required.
7. The contractor shall monitor day-to-day progress of their work to ensure high quality workmanship and timely completion. The Housing Rehabilitation Specialist will require notification for certain critical inspections such as discovery of dry rot or termite damage, completion of progress work and completion of final work. Failure to contact the Housing Rehabilitation Specialist for such an inspection may result in progress payment delays or non-payment.
8. The contractor will provide an eighteen (18) month warranty for work and materials completed under the contract.

**Equal Opportunity**

The General Contractor shall take the necessary steps to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The General Contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the General Contractor, must state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

The General Contractor shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Act of 1972. The contractor may be requested to furnish information and reports requested by the U.S. Department of housing and Urban Development (HUD) to ascertain compliance with such rules, regulations, or requests or with this non-discrimination clause.

**Conflict of Interest**

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the CD Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.
4. No employee shall be related by blood to any Contractors or Contractor’s family.

**C. Licensing Requirements**

To be eligible for participation in CD rehabilitation programs, a contractor must hold the proper certifications and licensing from the State of Michigan for the scope of work being conducted. Subcontractors employed by the contractor shall hold the appropriate certifications and licensing required to perform the work as required by HUD, State of Michigan, or City of Jackson. Contractors and subcontractors must be actively registered with the City of Jackson.

**D. Insurance**

The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker’s compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss

covered by said policies, the other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that it will protect the Contractor, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from the performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. The amounts and types of such insurance shall not be less than the following:

1. Minimum required limits of liability:
  - a. For jobs with an estimated contract cost of less than \$50,000
    - i. Comprehensive Commercial General Liability, limits of at least:
      - (1) Bodily Injury, each occurrence .....\$300,000
      - (2) Bodily Injury, each aggregate .....\$500,000
      - (3) Property Damage, each occurrence .....\$100,000
      - (4) Property Damage, aggregate.....\$100,000  
(or in the alternative to 1, 2, 3, 4)
      - (5) Bodily Injury and Property Damage Combined Single Limit  
each occurrence .....\$500,000  
and aggregate .....\$500,000
    - ii. Automobile Liability, limits of at least:
      - (1) Bodily Injury, each person .....\$300,000
      - (2) Bodily Injury, each occurrence .....\$500,000
      - (3) Property Damage, each occurrence .....\$100,000  
(or in the alternate to 1, 2, 3)
      - (4) Bodily Injury and Property Damage Combined Single Limit  
each occurrence .....\$500,000
  - b. For jobs with an estimated contract cost of \$50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.
    - i. Comprehensive Commercial General Liability of at least:
      - (1) Bodily Injury, each occurrence .....\$1,000,000
      - (2) Bodily Injury, aggregate.....\$1,000,000
      - (3) Property Damage, each occurrence ..... \$500,000
      - (4) Property Damage, aggregate..... \$500,000  
(or in the alternative to 1, 2, 3, 4)
      - (5) Bodily Injury and Property Damage Combined Single Limit  
each occurrence .....\$1,000,000  
and aggregate .....\$1,000,000
    - ii. Automotive Liability and Property Damage Insurance with limits of at least:
      - (1) Bodily Injury, each person .....\$1,000,000
      - (2) Bodily Injury, each occurrence .....\$1,000,000
      - (3) Property Damage, each occurrence .....\$1,000,000  
(or in the alternative to 1, 2, 3)
      - (4) Bodily Injury and Property Damage Combined Single Limit

each occurrence .....\$1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

2. Worker’s Compensation and Employer’s Liability Insurance as required by the State of Michigan for all Contractor’s employees and those of its subcontractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker’s Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. If Contractor is otherwise not obligated to carry Worker’s Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form MDL337 or its equivalent); and
3. If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of \$1,000,000 each occurrence and \$1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.
4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before contractor’s work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
5. The contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor’s responsibility for payment of damages resulting from its operations under this contract.
7. If the contract involves new construction, contractor shall purchase and maintain an Owner’s and Contractor’s Protective Liability insurance policy and property insurance upon the work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, contractor, subcontractors, and if applicable, engineer and engineer’s consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

Further, the insurance shall:

- a. Be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

- b. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- c. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and
- d. Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by the City prior to commencement of construction.

- 8. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in places of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
- 9. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
- 10. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.

**E. Change Orders and Payment Procedure**

**Change Orders Prohibited**

After award of a contract, change orders are prohibited unless, during the course of performing work necessary to successfully complete a project, unknown conditions are uncovered. Contractor must immediately contact the Housing Rehabilitation Specialist who will inspect the condition and document with photographs. Work beyond that needed to ensure the safety of occupants is prohibited while a change order is being considered for approval.

Contractor must provide in writing to the Housing Rehabilitation Specialist the added cost to repair the previously unknown conditions. CD rehabilitation staff must complete a change order request explaining the necessity of the change order and attach photographs of the conditions. Approval for the change order must be obtained from the property owner, Director of CD, and City Manager before the additional costs can be added to the contract and work can re-commence.

**Progress Payments**

Complex or phased projects where work cannot reasonably be completed within 30 days may allow for progress payments in the contract. When the work has progressed in accordance with the payment schedule in the contract, the contractor may request a progress payment which shall not exceed 90 percent of the value of the work completed or 80 percent of the total contract amount, whichever is less. The contractor will contact the Housing Rehabilitation Specialist to request a progress inspection. The Housing Rehabilitation Specialist and the property owner must approve the request for payment and CD financial staff will authorize the payment.

**Contractor Payment**

Prior to any payment authorization, the Housing Rehabilitation Specialist will collect lien waivers or paid receipts from the contractor and all subcontractors and/or suppliers furnishing materials for the items on the job of which payment is requested. The City does not provide “advance” money or authorize payment for items that are not completed or properly installed. Invoices are processed for payment every two weeks.

## VII. Procurement and Contracts

### A. Procurement

After CD staff has determined the applicant and project are eligible for assistance and the Housing Rehabilitation Specialist has compiled work specifications, the project file will be referred to the City of Jackson Purchasing Department to initiate the request for sealed bids. CD shall follow the City of Jackson approved purchasing guidelines for procurement of contracts for rehabilitation projects. The Purchasing Agent shall be responsible for the following:

1. The Purchasing Agent shall advertise for sealed bids to the greatest extent feasible. The method of advertising shall be reasonably designed to publicize the proposed contract or purchase for the utmost competition among bidders. By way of illustration, and not by limitation, “advertising” may include use of the City’s website, newspapers, bulletin boards, trade journals, radio, or television. In addition to advertising publicly, the Purchasing Agent shall also issue an invitation to bid to Contractors pre-qualified and approved by the Housing Rehabilitation Specialist.
2. A Pre-Bid Meeting scheduled by the Housing Rehabilitation Specialist with the property owner will be held at the property prior to the bid submission deadline. The purpose of such a pre-bid meeting will be to discuss the specifications and answer bidder’s questions. Contractors unable to attend the scheduled pre-bid meeting may **not** attempt to schedule a separate day and time directly with the property owner.
3. Any explanation desired by a prospective bidder regarding the meaning or interpretation of contract documents must be received by the Purchasing Agent prior to the deadline for submission of bids. Any explanation or interpretation concerning contract documents shall be in writing and furnished to all prospective bidders as an addendum. Receipt of such addenda shall be acknowledged on the bid documents. Oral explanations addressing non-substantive matters or procedural items relating to contract documents are allowed in order to assist a prospective bidder in submitting a bid.

No oral explanation or instruction by any city employee, representative, or official shall be binding upon the City unless the City employee, agent, representative, or official confirms such oral explanation or instruction in writing. If the City determines it necessary, it may reschedule the time for bid opening to allow adequate time for addenda to reach all bidders.

4. All completed proposals must be submitted to the City of Jackson Purchasing Department prior to the established deadline. NOTE: Bids will not be accepted by CD and any bid submitted to CD will not be opened and will be rejected. The Purchasing Coordinator shall date and time stamp all sealed bid proposals upon receipt.
5. Sealed bid proposals will be opened in public at the place and time designated in the bid documents. Attendance at any bid opening will not be denied or limited. All bid files will be available for public inspection. Late bids will not be considered. Any bid received after the deadline will be date and time stamped and returned to the bidder unopened.
6. The Purchasing Coordinator will tabulate the bids and check for compliance with the specifications and all conditions in the instructions to bidders. A bid that does not meet the specifications may be considered non-responsive and may be rejected.
7. The Purchasing Coordinator will post a summary of bids received on the City of Jackson’s website after the bid review has been completed.

8. Bid proposals will be reviewed by the Housing Rehabilitation Specialist for conformance to the scope of work. A recommendation for approval will be granted if:
  - a. All work items are included;
  - b. The proposal conforms to the work specifications;
  - c. The work properly addresses the deficiencies; and,
  - d. The cost is reasonable.

## **B. Rehabilitation Contracts**

### **Introduction**

Construction work financed through a rehabilitation grant shall be undertaken only through a written contract between the contractor and the recipient of the grant. The construction contract will consist of a single document signed by the contractor and property owner, following approval of the CD grant. It shall contain a bid and proposal by the contractor and the general conditions, as well as the specifications for the work to be performed.

### **General Conditions and Provisions**

CD finance staff shall prepare all construction contracts for the rehabilitation of the property. The following minimum provisions must be included in the general conditions:

1. The bid and proposal shall be accepted by the property owner within 30 days from the bid opening, providing that the contract is subject to issuance of a Notice to Proceed, and no work shall be commenced by the contractor until he or she has received a written proceed order.
2. The contract shall state specific dates for the commencement and completion of the work.
3. The contractor will be paid the contract price, in one lump sum amount, after the work is satisfactorily completed and approved unless payment is to be made in progress payments as the work progresses. When progress payments are to be made, the contract must include a schedule that specifies the stages at which payment will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each stage. Progress payment shall not exceed 90% of the value of the work satisfactorily completed for those contractors who have been designated as merit contractors and 80% for all other contractors. Progress payments (limited to two) and final payment due the contractor will be paid within 20 days after CD receives the contractor's invoice and satisfactory release of liens or claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials.

### **Contractor Provisions**

1. Furnish evidence of required insurances pursuant as outlined in Section V(D) of this handbook.
2. Obtain and pay for all permits and licenses necessary for the performance and successful completion of the work.
3. Perform all work in conformance with applicable City Codes and requirements whether or not covered by the specifications and drawings for the work.
4. If temporary relocation is required, the vacated structure will be under the control of the contractor. The contractor shall remain responsible for all safety and security on a 24-hour basis until the remediation is complete and clearance testing is successfully obtained. While working in vacant structures is more efficient, occupant relocation carries a significant daily cost. Failure to complete the work within the specified time period may result in a daily charge to the contractor.

5. Rehabilitation grants are to abide by Federal and City regulations pertaining to equal employment, if the sum to be charged for the work is more than \$10,000, by incorporating the required language of Executive Order 11246 (Equal Employment Opportunity) as set forth in the Terms and Conditions which are a part of the grant application.
6. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor.
7. Not assign the contract without written consent of the owner. The request for assignment must be addressed to: City of Jackson, Community Development Department, 161 West Michigan Avenue, 3rd Floor, Jackson, Michigan 49201.
8. Guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all work required by the contract. Furthermore, furnish the owner, in care of the Housing Rehabilitation Specialist, with all manufacturers' and suppliers' written guaranties and warranties covering materials and equipment furnished under the contract.
9. Permit the U.S. Government or its designee to examine and inspect the rehabilitation work.

#### **Owner Provisions**

1. Permit the contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.
2. Cooperate with the contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary, and to vacate areas of the structure, as necessary, to allow work to occur.

#### **Additional Provisions**

1. A provision indicating whether the premises will either be occupied or vacant during the course of the construction work.
2. A provision that final payment on the contract amount will be made only after final inspection and acceptance of all the work performed by the contractor, and the contractor has furnished the owner and Housing Rehabilitation Specialist satisfactory releases of liens or claims for liens by the contractor, subcontractors, laborers, and materials suppliers.
3. A provision that the contract consists of the bid and proposal, the general conditions and the specifications incorporated.
4. The parties agree that, should a dispute arise regarding the workmanship or sums due under this Contract, the parties will resolve the dispute in accordance with the following procedure:
  - a. The party shall submit a written complaint to the City of Jackson Neighborhood and Economic Operations Department within five (5) calendar days after the work or issue that is the subject matter of the written complaint first arose.
  - b. After receiving the complaint, the City's Chief Building Official or his/her designee shall investigate the complaint and provide the party with his/her written decision within five (5) business days.
  - c. If the party is not satisfied with the decision of City's Chief Building Official, the party shall make an appeal to the City Manager by submitting a written appeal to the City Manager within five (5) business days from the date the decision of City's Chief Building Official was sent to the party.

- d. The City Manager shall hear the party's appeal within five (5) business days after the written appeal is submitted, unless another time is set by the City Manager, and the City Manager shall decide the appeal under such expert or other advice as may be necessary.
- e. Within ten (10) business days after hearing the appeal, the City Manager shall send the party his/her written decision.

**Labor Performed by Owner in Rehabilitating the Property**

Questions arise from time to time during the processing of a rehabilitation grant concerning the owner's performance of some or all of the labor required to complete the rehabilitation of the property. These paragraphs are intended to supply answers to those questions, as well as describe the circumstances under which this form or self-help is desirable and to be encouraged.

- 1. A property owner may complete some or all of the tasks required to rehabilitate the property if the owner has the degree of skill required to perform the work involved. Self-help is usually appropriate for the accomplishment of tasks of an unskilled nature such as general cleanup, demolition of small buildings on a property, removal, transportation, and disposal of the debris, and for work that involves minimal use of owner-supplied costly materials and equipment. Work of a skilled nature and work involving the extensive installation of costly materials and equipment may require a permit and oversight by the Building Inspection Division.
- 2. At times, self-help may also enable a property owner to obtain a rehabilitation grant by reducing costs to an amount within the program limits for a grant.
- 3. When a portion of the rehabilitation work is to be done through self-help and the remainder is to be done by the contractor, the Housing Rehabilitation Specialist should ensure that the work being done by each of them does not interfere with or jeopardize the other's work. In cases where a separation in the timing of the work is not feasible, the Housing Rehabilitation Specialist should urge the owner and contractor to make their own arrangements on the timing so that each may do their own work without causing any interference in the work to be done by the other. In all instances, the owner will be better protected if work to be done through self-help is completed before the contractors start their work. Such completion will help avoid claims by the contractor for extras or damages the contractor may claim are caused by the self-help effort and will assure that when all work is finished the property will comply with Housing Code Standards and, where applicable, FHA Standards.

## VIII. Grant Conditions

### A. Numbering of Applications

CD staff shall assign a number to each application for a rehabilitation grant in accordance with the requirements of this section. Staff shall enter the assigned number in the spaces provided on the applicable forms and documents related to the rehabilitation grant in the following format:

1. First two numbers will denote the fiscal year in which the application was received (i.e., in 2019-2020 use "19") followed by a hyphen;
2. Following the year, each file will contain a two letter code identifying the type of project the grant will be given as follows:
  - RC = Full Rehab with CDBG funds
  - RH = Full Rehab with HOME funds
  - MC = Major Components (CDBG only)
  - MA = Major Components (ARPA only)
3. Following the year and loan/grant type, three digits will denote the chronological order of the application in the year received. The first number in the sequence is 001 and graduated one number for each application received; restart the chronologic numbering at 001 with every year change.
4. The final placeholder in the file numbering system shall represent the Ward in which the property is located (1 through 6).

As an example, the file number "20-MC025-4" indicates it is the 25<sup>th</sup> application received in fiscal year 2020. The file is also a major component loan/grant and is located in Ward 4.

All application numbers will be recorded in the Neighborly Software project tracking system under the client's project in the "Application Number" field.

#### **Reuse of Application Numbers Not Permitted**

An application number, once assigned by the staff, shall not be reused or reassigned. If a previous case to which the staff had assigned an application number is not approved and is resubmitted at a later date, the Staff shall assign the resubmitted case a new application number with the sequence number applicable at that time.

### B. Processing and Approval of Grant Applications

Processing an application by CD staff consists of the completion of the functions listed below, assembly in one file with all supporting documents, and the review of the file to determine approval.

#### **Preparation of Form**

CD staff shall assist the applicant in the preparation of the CD rehabilitation application, as necessary. Every space provided for an entry on the application shall be completed. Amounts entered shall be rounded to the nearest dollar. If no amount is involved for an entry for a particular application, the entry shall be "none." Review and approval by the program staff of the application shall be based on the form completed in this manner. CD staff will enter the application into Neighborly Software and assign an application number.

### **Approval of Application for Grant**

The CD rehabilitation staff shall meet regularly, with or without the CD Director, to review and approve applications for assistance. Applications will be evaluated based on various criteria including, but not limited to:

1. *Applicant Eligibility.* The Financial Analyst will report on applicant's eligibility, including income level.
2. *Property Eligibility.* The Housing Rehabilitation Specialist will provide a funding recommendation based on results of inspection and pre-construction requirements.
3. *Priority.* The CD rehabilitation staff will determine the order projects will be funded based on the severity and immediate impact to the health, safety, and welfare of the occupants.
4. Once a project has been approved for funding, CD staff will notify the applicant in writing.
5. If a CD grant is being supplemented by another loan/grant, the rehabilitation grant is not considered approved until the loan/grant from the outside lender has been approved. In this case, CD staff shall not advise the applicant concerning approval of the CD grant, nor proceed with any of the rehabilitation work, until the reservation of other loan/grant funds are received.
6. If CD staff determines a CD application cannot be approved, a written statement of the reasons for the determination will be sent to the applicant and made part of the file. CD staff will update the application status in Neighborly Software.
7. The original completed, approved CD application will be retained with the supporting documentation in the application file.

### **C. Grant Conditions**

The specific terms and conditions with respect to a rehabilitation grant are incorporated in the City of Jackson Community Development Department Application for Housing Rehabilitation Assistance (CD Housing Application). The applicant shall agree, and by signing the CD Housing Application, does agree to:

1. *Civil Rights* - comply with all City requirements with respect to Title VI of the Civil Rights Act of 1964, as amended, to not discriminate upon the basis of race, color, religion, sex, handicap, familial status or national origin in sale, lease, rental, use or occupancy of the subject property.
2. *Equal Employment Opportunity* - abide by the provisions of Executive Order 11246 concerning equal employment opportunity if the sum to be charged for the remediation work is more than \$10,000 with respect to a residential property.
3. *Cancellation of Grant* - return of grant proceeds with no right, interest or claim in the proceeds if the grant is cancelled before the rehabilitation work is started.
4. *Use of Proceeds* - shall be used to pay for closing costs, services, and materials necessary to carry out the rehabilitation work for which the grant will be approved.
5. *Completion of Work* - assure that the rehabilitation work shall be carried out promptly and efficiently through written contract let with the prior concurrence of the City.
6. *Ineligible Contractors* - not award any contract for remediation work to be paid for in whole or in part with the proceeds of the grant to any contractor who, at the time, is ineligible under the provisions of any applicable regulations issued by the Chief Building Official, City of Jackson, or specific program regulations, to receive an award of such contract. Contractor requirements are outlined in detail in the Contractor section of these guidelines.

7. *Inspection* - inspection by the City or its designee of the property, the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work.
8. *Records* - keep such records as may be required by the City with respect to the project work completed.
9. *Interest of Certain Federal Officials* - not permit any member of or Delegate to the Congress of the United States, and no Resident Commissioner, to share in any proceeds of the grant, or in any benefit arising from the same.
10. *Bonus, Commission, or Fee* - not pay any bonus, commission, or fee for the purpose of obtaining the City's approval of the grant application, or any other approval or concurrence required by the City or its designee, to complete the project work, financed in whole or in part with the project grant. Not pay any bonus, commission or fee for the purpose of obtaining the Government's approval of the subsidized grant application, or any other approval or concurrence required by the U.S. Government or its designee, to complete the rehabilitation work, financed in whole or in part with the subsidized rehabilitation grant.
11. *Interest of the City* - allow no member of the governing body of the City who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, and no other officer or employee of the City who exercises such functions or responsibilities, to have any interest, direct or indirect, in the proceeds of the grant, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of a rehabilitation grant.
12. *Interest of Other Local City Officials* - allow no member of the governing body of the City in which the property to be remediated is situated, and no other City official of the locality who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, and no other officer or employee of the City who exercises such functions or responsibilities to have any interest, direct or indirect, in the proceeds of the grant, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of a rehabilitation grant.

The specific terms and conditions with respect to a subsidized grant to a residential property are incorporated in the mortgage or other security instruments as applicable, and the promissory note.

1. *Cancellation Provision* - the City retains the right to cancel a grant subsidy if, within 30 days from the note's execution, the rehabilitation work has not commenced. The City may extend the 30-day period by not more than 30 days due to unforeseen and extenuating circumstances.
2. *Additional Extension* - CD staff shall not grant any further extensions of time without prior written concurrence by the Director of Community Development. If the grant is to be canceled because of failure to begin anticipated rehabilitation work within the allowed period of time, CD staff shall initiate cancellation in accordance with the cancellation procedures outlined in this manual.
3. *Disapproval of Grant Application* - disapproval of any grant application constitutes a formal rejection and CD staff shall advise the applicant accordingly and properly document the file. In the case of special or extenuating circumstances, CD staff may re-examine an application along with the documentation necessary to support the request for reconsideration.
4. *Applicant Cancels Grant Application* - in the event the applicant chooses to cancel the grant application prior to grant closing, CD staff shall document the request with a letter to the applicant.

5. *Default and Foreclosure* - if an owner defaults on a grant and a workout plan to modify the grant terms is not approved, the foreclosure process will be instituted by the City Attorney (if applicable).

#### **E. Grant Security**

In order to create a valid lien on a rehabilitated property, the City must exercise extensive care in the execution of all grant agreements. Any inaccuracy or omission may have a negative effect on the validity of the lien.

1. The property description shall accurately reflect the legal description provided by the title company on improved property and exclude any other property owned by the applicants. Legal descriptions must match that provided in the title work; legal descriptions defined by the City for taxing purposes may not be used.
2. Notarized signatures shall include, as applicable, all joint tenants, and both spouses.
3. Evidence of recordation any necessary legal documents shall be maintained in the property file in the CD Department.

#### **F. Discharge of Mortgage**

Upon completion of the grant term or upon an approved sale or transfer of the property, CD staff will execute paperwork to discharge the recorded mortgage, if applicable. The mortgage discharge will be submitted to the Jackson County Register of Deeds and the original mortgage will be mailed to the property owner.

## IX. Contract Award, Grant Closing, Notice to Proceed

### A. Award of Contract

1. Contracts are awarded to the lowest responsible bidder within the parameters of these guidelines. In determining the lowest responsible bidder, CD rehabilitation staff shall consider, in addition to price:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for eighteen (18) months after completion of work;
  - i. The number and scope of conditions attached to the bid.
2. The property owner has the option to select a qualified contractor who participated in the bidding process even if it is not the lowest in price. However, the difference in cost between the lowest price and the contractor's bid selected by the homeowner is the responsibility of the homeowner and may not be made part of the rehabilitation grant.
3. The Contractor is ultimately responsible for the bid and its content that encompasses the entire project. This includes site familiarity, inspection, review of the scope of work, measurements and quantities, facilities, materials, equipment, labor, power, water, if required, as well as those listed by subcontractors within the bid document.
4. Before award of a contract, CD must ensure the responsible low bidder (or alternate contractor selected by the homeowner) is not debarred from performing federally funded contracts through [www.sam.gov](http://www.sam.gov).
5. The contract shall be awarded after the applicant has properly executed the rehabilitation grant.

### B. Pre-Construction Conference and Grant Closing

CD finance staff shall schedule a pre-construction conference at the project property to be attended by the homeowner, contractor who submitted the winning bid, CD finance staff, and the Housing Rehabilitation Specialist. The purpose of the meeting will be to extensively review the scope of work, construction contract, and grant documents.

1. Obtain the homeowner's and contractor's signature on three (3) copies of the rehabilitation work contract with fully signed originals distributed to:
  - a. Contractor;
  - b. Homeowner;
  - c. File.

2. Discuss permit requirements, if any. It is the contractor's responsibility to obtain any and all permits required for the project and to request inspections from the appropriate trades inspector at the appropriate times during the course of permitted work, including a final inspection.
3. **Remind both the homeowner and contractor that under no circumstance may an outside agreement exist between the homeowner and contractor or other agency during the construction period. Failure to comply with this provision will result in the termination of the contract and require immediate repayment of the funds expended by the City of Jackson.**
4. If any item in the work specifications requires a color or material selection, the contractor must work directly with the homeowner to obtain their preferences.
5. If temporary relocation is required as part of the project, explain the requirements of relocation and discuss if temporary housing and a food allowance will be needed or if homeowner would opt for a stipend if they are able to be temporarily housed by friends or family.
6. Review and obtain homeowner signatures on various documents necessary to perfect the grant agreement
7. Execute the Mortgage Note and Mortgage. Provide copy of unrecorded, signed Mortgage Note and Mortgage to homeowner.
8. Execute and issue the Notice of Award; provide copy to homeowner and contractor.
9. Explain the homeowner's 3-day right of rescission and execute the Notice of Right of Rescission in triplicate. Provide homeowner two (2) copies of the Notice of Right of Rescission and retain one (1) copy containing the original signature documenting receipt in the project file.
10. Sign the Notice to Proceed which will be held by CD until the expiration of the rescission period.
11. If the homeowner does not rescind the grant, record the Mortgage at the Jackson County Register of Deeds after expiration of the rescission period and issue the Notice to Proceed (if applicable).

### **C. Notice to Proceed**

The Notice to Proceed order for a rehabilitation construction contract shall be executed by the property owner with the grant agreement, and issued by CD to the contractor after the expiration of the rescission period. The start of construction must begin within 30 days or less from the date of the Notice to Proceed.

## XI. Construction Inspection and Contractor Payment

### A. Construction Inspections

#### Responsibility for Making Inspection

The Housing Rehabilitation Specialist shall make inspections of construction work in all cases involving a CD rehabilitation grant. To accomplish this, the Housing Rehabilitation Specialist shall make:

1. Interim compliance inspections, as necessary, to assure that the construction work is being completed in accordance with the construction contract, but in no case than once per week.
2. A final inspection to determine that the construction work has been completed in accordance with the construction contract. The Housing Rehabilitation Specialist and any specialists from CD, as may be required, shall accompany the Housing Rehabilitation Specialist on the final inspection and shall provide the Housing Rehabilitation Specialist with a written report of their findings.

#### Certification of Final Inspection

After the Housing Rehabilitation Specialist determines that the rehabilitation work has been fully and satisfactorily completed and the final inspection report obtained, the Certificate of Final Inspection (or equivalent) shall be prepared (original and two copies). The Certificate of Final Inspection shall be distributed as follows:

- Signed original to the owner.
- Signed copy retained in the project file.

#### Supplemental Inspections

In some cases defects and inadequacies in the construction work, not apparent at the time of final inspection, may become apparent after final payment for the work has been made and the Certificate of Final Inspection issued. Most of these problems should be minor, such as doors and windows that stick after painting. However, others are serious, such as roof leaks not ascertainable until after a rain, defects in a heating system installed during the non-heating season that were not revealed in the limited tests after installation, and plumbing leaks that were not detected in the final inspection.

The Housing Rehabilitation Specialist shall notify the contractor in writing of any defects to be corrected and shall stipulate the time period for correction. In emergency situations, including but not limited to, roof leaks, furnace failure, plumbing leaks, etc., the Housing Rehabilitation Specialist will necessitate immediate attention.

### B. Contractor Payment

#### Inspection for Progress Payments and Final Payment

Inspection of construction work shall be made in accordance with the following:

1. *Progress Payments*: Complex or phased projects where work cannot reasonably be completed within 30 days may allow for progress payments in the contract. A compliance inspection of the rehabilitation work shall be made before the City makes a progress payment on a contractor's invoice. The Housing Rehabilitation Specialist shall prepare an inspection report (original and one copy) for cases involving a rehabilitation grant.
  - a. If the inspection report indicates the work completed is satisfactory, CD financial staff shall draw a progress payment on the escrow account check payable to the borrower and the intended payee.

- b. If the work completed is not in accordance with the construction contract for a progress payment, the Housing Rehabilitation Specialist shall advise the contractor of any noncompliance in the construction work, or of an incorrect invoice submitted by the contractor. The Housing Rehabilitation Specialist shall request appropriate corrective action from the contractor. No payment shall be made on a construction contract until the contractor has satisfactorily completed the necessary corrective action.
2. *Upon Completion of the Rehabilitation:* The contractor shall submit a final invoice for all the work completed in accordance with the contract. The Housing Rehabilitation Specialist shall then arrange for a final inspection the work. Attendance by the contractor during the final inspection is at the discretion of the Housing Rehabilitation Specialist. Prior to payment of the contractor's final invoice, the Housing Rehabilitation Specialist will obtain a Homeowner Satisfaction form from the homeowner.
3. *Final Payment:* When the final inspection determines the work is satisfactorily completed in accordance with the contract, the Housing Rehabilitation Specialist shall obtain from the contractor a full, unconditional release of liens and a copy of each manufacturer's warranty, if any. After receipt of the release of liens, including releases from all subcontractors and suppliers (if applicable) and a copy of each warranty, CD shall make final payment. CD shall then prepare the Certificate of Final Inspection (or equivalent).
4. *Homeowner Satisfaction.* In a situation where the homeowner refuses to approve the completed work, a written complaint must be filed with the City of Jackson Chief Building Official within five (5) calendar days. Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the contractor will be paid in full.

### **C. Warranty**

All work performed by the contractor is covered by an twelve (12) month warranty. The contractor may be required to correct significant defects and inadequacies in the work performed under the contract. For this reason, the Housing Rehabilitation Specialist shall inform the owner in writing of warranty requirements upon completion of the rehabilitation.

Any defects that appear within the warranty period and arise out of improper workmanship shall be corrected and made good by the contractor at his/her expense.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** October 24, 2023  
**SUBJECT:** Approve revised income limits for the 100 Homes Program

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**Recommendation:**

Approve the revised income limits, as outlined in the revised program guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the revised income limits for the 100 Homes Program.

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

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** October 24, 2023

**RECOMMENDATION:** Approve the revised income limits, as outlined in the revised program guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

## SUMMARY

Approve the revised income limits, as outlined in the revised program guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

## BUDGETARY CONSIDERATIONS

None

## HISTORY AND BACKGROUND

At their meeting on March 21, 2023, the Jackson City Council approved a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson’s ARPA funds (in the amount of \$3.31 million), with \$2.5 million of those funds earmarked for a down-payment assistance program and \$310,000 earmarked for program administration costs (commonly referred to as the 100 Homes Program). Program documents, including program guidelines and requests for proposals, were reviewed by the AHDB.

At their meeting on June 13, 2023, the Jackson City Council approved the Program Guidelines, Nonprofit Request for Proposals, and Developer Request for Proposals, for the 100 Homes Program. Revised Program Guidelines were approved by the Jackson City Council at their meeting on August 15, 2023.

## DISCUSSION OF THE ISSUE

The previously approved Program Guidelines stipulate that program participants must earn 80% or less of the Area Median Income (AMI). A chart showing the 2023 80% AMI calculations can be seen below:

### 2023 Area Median Income Limits

# of family members	1	2	3	4	5	6	7	8
80% AMI	\$42,950	\$49,100	\$55,250	\$61,350	\$66,300	\$71,200	\$76,100	\$81,000

Rising interest rates have increased the cost to borrow money, thus making the monthly payments on a mortgage higher than originally anticipated for 100 Homes Program participants. The 100 Homes Program aims to construct 100 new houses in the City of Jackson. Making these homes affordable is a significant program goal, with affordability both at the time of purchase (total price) AND on a monthly basis (taking into account all financial pieces of home ownership).

The Affordable Housing Development Board was created under City ordinance 2021-14, Chapter 14 (Housing), Article IX (Affordable Housing Development Board). Section 14-704, subsection (a) outlines the creation of a dedicated fund deemed the “Jackson Affordable Housing Fund.” Said funds represent the ARPA allocation previously approved by the Jackson City Council for the down payment assistance portion of the 100 Homes Program. Section 14-704, subsection b(2) further states that “the purpose of the Fund is to prioritize the means by which funding for new residential housing projects addresses housing for those with the greatest economic need, being households earning up to 120% of the area median income for owner occupied units.” In addition, the down payment assistance program managed by the Michigan State Housing Development Authority (MSHDA) set income eligibility at levels shown below:

**2023 MSHDA Income Limits**

# of family members	1 - 2	3 or more
	\$108,360	\$126,420

Participants in the 100 Homes Program will be encouraged to apply for these MSHDA funds. In an effort to more closely align the 100 Homes Program income limits with MSHDA limits, and to ensure program participants can afford the monthly expenses associated with home ownership, city staff recommend an increase in the 100 Homes Program income limits, up to 120% of the area median income (AMI). This increase would also align with the ordinance under which the AHDB and its related housing initiatives were created. The AHDB has been briefed regarding this proposed change of income guidelines. A chart showing the 2023 120% AMI calculations can be seen below:

**2023 Area Median Income Limits**

# of family members	1	2	3	4	5	6	7	8
120% AMI	\$64,440	\$73,680	\$82,920	\$92,040	\$99,480	\$106,800	\$114,240	\$121,560

**POSITIONS**

Requested action is for City Council to approve the revised income limits, as outlined in the revised program guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

**ATTACHMENTS:**

Revised 100 Homes Program Guidelines

## **Program Guidelines, 100 Homes Program**

### **I. Executive Summary**

#### **A. Overview**

These Program Guidelines provide guidance to the City of Jackson’s Community Development Department to administer financing for the 100 Homes Program. Funding is provided by the U.S. Department of the Treasury’s American Rescue Plan Act (ARPA) funds, and is allocated to specific activities by the Jackson City Council. All new home construction assistance under this program must meet guidelines and regulations established by the funding source as well as requirements contained within this manual.

Staff from the Community Development Department must certify that program recipients meet the standards set forth by the U.S. Department of the Treasury and the City of Jackson eligibility requirements. The following Program Guidelines have been prepared to provide direction in the allocation, management, and monitoring of program funds. The Jackson City Council may waive any local policy in this manual not statutorily required by the funding source whenever it is determined undue hardship adversely affects the achievement of the program’s purpose.

#### **B. Background**

On November 9, 2021, the Jackson City Council officially formed the Affordable Housing Development Board (AHDB). Comprised of seven members, the intent of the board is to promote the health, safety, and general welfare of the people of the City of Jackson through the development of housing goals and objectives catered to low and moderate income residents. Chapter 14, Article IX, Section 14-702, of the City of Jackson Code of Ordinances dictates the AHDB shall oversee and administer the City's affordable housing fund, provide for the preservation and development of affordable housing, and ~~to~~ make recommendations to the City Manager and City Council on programs, policies, expenditures and projects to create decent, safe, and affordable housing options in the City of Jackson.

The City of Jackson contracted with Guidehouse for assistance with the expenditure of its ARPA funds. Guidehouse was tasked with conducting a City-wide housing assessment, and a draft of their “Housing Strategy and Policy Framework” was presented to the AHDB for review in November 2022. This comprehensive, data-driven analysis of Jackson’s current and future housing needs outlined numerous housing objectives, with an implementation target of ten years, including:

- The construction of 1,500 new units;
- The preservation of 3,000 existing units;
- A first-time homebuyer program; and,
- A public land strategy.

Between 2012 and 2017, the City of Jackson utilized federal Troubled Assets Relief Program (TARP) funds, combined with other program dollars, for a large-scale demolition program in an effort to remove blight residential neighborhoods. The City currently owns roughly 600 clean, buildable vacant residential lots for the reconstruction of its neighborhoods.

At their meeting on March 21, 2023, the Jackson City Council approved a recommendation from the Jackson Affordable Housing Development Board to allocated \$2.5 million in buyer supports for a discount homebuilding program, referred to here as the “100 Homes Program.” These funds are part of the ARPA dollars apportioned to the City of Jackson in response to the recent Coronavirus pandemic.

### **C. Goals and Objectives**

The 100 Homes Program aims to construct 100 new houses in the City of Jackson over the next 3 years, utilizing vacant City residential lots. All homes will be sold to qualified buyers earning between up to 120% of the Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD) and must be owner-occupied. Acknowledging the need to keep these homes affordable, the City of Jackson will provide \$25,000 down-payment assistance per home (up to 100 Homes). All funds for this program must be expended by December 31, 2026.

The City recognizes that homeownership stabilizes families, builds neighborhoods, strengthens communities, and provides the opportunity for generational wealth. The City of Jackson also recognizes that down-payment assistance alone may not be enough to make a home truly affordable for Jackson families. Working as a facilitator, the City of Jackson will oversee this program with the support of many uniquely positioned groups, including builders, financial institutions, and others as needed.

### **D. Authorization to Proceed**

Approval of this Policy and Procedure Manual by the Jackson City Council authorizes staff of the Community Development Department to administer the 100 Homes Program. Deviations from any policy or procedure must be approved by the Jackson City Council at its next regularly scheduled meeting. The Jackson City Council may waive any local policy set forth in this Rehabilitation Policy and Procedure Manual for extenuating circumstances, but does not have authority to waive any statutory or regulatory federal requirement.

## **II. Partners**

The 100 Homes Program will create a path to affordable home ownership through partnerships and collaboration. All entities will work together to offer financial supports and other homebuyer assistance through a multi-layered approach. This program will be successful if each partner recognizes their unique role in the process and works together with all participants to achieve the common goal of affordable home ownership. Partnerships will be codified through written agreements, such as a Memorandum of Understanding or Memorandum of Agreement. Detailed responsibilities are set forth in subsequent sections of this Program Guide.

## **A. City of Jackson**

The City of Jackson will serve as the program facilitator to ensure partners work in unison to achieve the stated goals of the 100 Homes Program. Residentially-zoned vacant lots owned by the City will be selected at the City's sole discretion to offer for program use.

City staff will negotiate set construction prices with Developers for the 100 Homes Program. In addition to a discounted lot price, numerous incentives will be offered to the Developer, such as a curb cut for the driveway, sidewalk repairs, one (1) street tree, and water/sewer connections at no cost. Developers will also receive priority site and building plan reviews.

The City will establish and maintain a list of pre-qualified homebuyers and facilitate access to homebuyer education classes, counseling, and other assistance deemed necessary to prepare purchasers for homeownership. The City will also seek out additional financial supports, and will work to bring developers and homebuyers to successful home closings.

The City of Jackson does not discriminate against any individual or group because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

## **B. Developers**

Developers in the 100 Homes Program will be expected to construct quality homes at a pre-determined price negotiated with the City. Homes must meet all federal, state, and local codes imposed by the City. Developers will fully finance all projects with no subsidy from the City, recouping its construction costs upon sale of the property to the homebuyer.

## **C. Financial Institutions**

Financial institutions participating in the 100 Homes Program will work directly with the City, offering mortgage products affordable to the qualified purchaser.

## **D. Homebuyers**

Homebuyers participating in the 100 Homes Program must adhere to the income qualification requirements, which may not exceed 120% AMI. The purchaser must also successfully complete homebuyer education and other classes deemed necessary. Purchasers must use the property as their primary residence during the five (5) year period of affordability.

# **III. The Home**

## **A. Site Selection and Plans**

All lots will be preselected by the City of Jackson Community Development Department. Properties must remain owner-occupied for the duration of the affordability period. All home designs shall be pre-approved by the City of Jackson Community Development Department, and shall meet all building design standards as set forth in Chapter 28, City of Jackson building code.

## **B. Home Design**

A mixture of one and two-story homes will be constructed, matching the overall neighborhood fabric of their locations. Two-story homes will have a minimum of three (3) bedrooms and one-and-one-half (1.5) bathrooms. One-story homes will have a minimum of two (2) bedrooms and one-and-one-half (1.5) bathrooms. All homes must also have a detached shed for storage. Additional minimum requirements shall include:

1. Concrete or asphalt driveway
2. Full basement
3. Covered front porch
4. Front and rear entrance with necessary landing

The City of Jackson will work with selected builder(s) to ensure homes are of quality construction and meet all necessary federal, state, and local building codes.

## **C. Developer Incentives**

The City of Jackson shall provide certain site improvements, including:

1. Concrete drive cut
2. Sewer tap and lead stub to property line (back of City sidewalk)
3. Water tap and connection to City stop box at sidewalk
4. Replacement of any damaged City sidewalks in front of new home build sites
5. Street trees where required

# **IV. Developer Guidelines**

One or more pre-qualified Developers will be selected by the City of Jackson to participate in the 100 Homes Program through an RFP process.

## **A. Basic Requirements**

To be eligible for participation in the 100 Homes Program, all Developers and their subcontractors must:

1. Be actively licensed by the State of Michigan and registered with the City of Jackson. Subcontractors employed by the contractor shall hold the appropriate certifications and licensing required to perform the work as required by the State of Michigan or City of Jackson. Contractors and subcontractors must be actively registered with the City of Jackson.
2. Possess "tools of the trade" which include basic contracting tools and vehicle for transporting materials, tools, and accessing the property.
3. Be familiar and at ease with the use of communication tools, i.e., computer and have access to electronic mail (email) and telephone.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.
6. The Developer is responsible for obtaining all permits and/or submitting design review documents as required.
7. The Developer shall monitor day-to-day progress of their work to ensure high quality workmanship and timely completion. The City's Chief Building Official and/or Trades Inspector will require notification for certain critical inspections, completion of progress work and

completion of final work. Failure to contact the Chief Building Official or Trades Inspector for such an inspection may result in critical delays.

8. The finished product must secure a Certificate of Occupancy before being offered for sale. Upon the sole discretion of the Chief Building Official, a Temporary Certificate of Occupancy may be used to begin the sale process; however, a full Certificate of Occupancy must be issued by the closing date.

## **B. Equal Opportunity**

The Developer and its subcontractors shall take the necessary steps to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and its subcontractors also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause. All solicitations or advertisements for employees placed by or on behalf of the Developer and its subcontractors, must state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Developer and its subcontractors shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Act of 1972.

## **C. Conflict of Interest**

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the Community Development Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.
4. No employee shall be related by blood to any builder or builder's family.

## **D. Insurance**

The Developer will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, the other insurance shall be excess insurance only. The Developer shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and

approved by the City, that it will protect the Developer, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from the performance of the contract. The Developer shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Developer shall submit all insurance policies for review. The amounts and types of such insurance required shall be in accordance with ~~a#~~ the City of Jackson's Purchasing Manual.

## **V. Program Administration**

### **A. Basic Requirements**

City staff will:

1. Establish coordinated prequalification requirements, in accordance with State and Local Fiscal Recovery Fund guidelines, for all potential homebuyers and maintain a pool of qualified buyers.
2. Facilitate access to homebuyer education classes and other assistance as needed to prepare buyers for homeownership.
3. Participate in all necessary closings with title company
4. Market program through print and digital communication
5. Follow all federal guidelines related to this program, including all reporting requirements established by the U.S. Department of the Treasury

### **B. Layered Supports**

The City recognizes that homeownership stabilizes families, builds neighborhoods, strengthens communities, and provides the opportunity for generational wealth. The City of Jackson also recognizes that down-payment assistance alone may not be enough to make a home truly affordable for Jackson families. The City will seek out additional financial supports for homebuyers, in an effort to lower both the overall cost of the new home purchase, and the monthly expenses required to maintain the home long-term. This complete outline of available financial supports shall be provided to prospective homebuyers. Please note, homebuyers are not required to accept any/all layered supports offered should they wish to purchase a new home built for this program. However, anyone accepting any/all supports offered must meet all additional income qualification requirements, as stated in sections II and VI.

### **C. Participant Qualification Requirements**

The following basic requirements must be met by all prospective homebuyers:

1. Combined household income may not exceed 120% AMI, adjusted for household size.
2. Once sold, the property must be the primary residence of the homeowner.
3. Pursuant to the Welfare Reform Act of 1966 and Section 401 of Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), non-citizens who are not qualified aliens as defined in Section 431, is not eligible for any Federal public benefit.

### **D. Intake**

All intake procedures shall be determined and administered by City staff, and shall meet all requirements set forth by the U.S. Department of the Treasury. Household income level must be

documented using HUD's Income Eligibility Calculator found at <https://www.hudexchange.info/incomecalculator/>. Results must be kept on file electronically with a printed copy placed in the applicant's file.

## **E. Income Guidelines**

### ***Verification***

Verification and certification of income and assets is required to determine program eligibility. Income includes all wages and salaries, interest and dividends, alimony, and child support for all adults living in the house. It excludes food stamps, medical reimbursement, and foster childcare assistance. The calculation used to determine annual household income shall be consistent with HUD regulations at 24 CFR Part 5 (Part 5 income, formerly referred to as Section 8 income) and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents 18 years of age and older, unless they are a full-time student, will be included in the total annual household income determination.

### ***Asset Test***

If an applicant's current assets total is in excess of \$25,000, that applicant is determined to have substantial resources and does not qualify for rehabilitation assistance.

1. Assets include funds in checking and savings accounts, interest or dividends earned from Certificates of Deposit, stocks, bonds or mutual funds. Assets also include the value of real estate (other than primary residence).
2. Assets do **not** include pre-tax payroll deductions, deferred compensation accounts, 401Ks, health or dependent care allowances, two vehicles, the subject property and furnishings and fixtures.
3. If assets are \$5,000 or above, income on all assets (actual or imputed per worksheet) must be included to determine income eligibility. However, earnings from retirement accounts do **not** need be included unless the funds are being removed from the account.

## **F. Conflict of Interest**

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the Community Development Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.

## VI. Homebuyer

### **A. Basic Requirements**

All income-eligible buyers may participate in the 100 Homes Program. The following basic requirements must be met by any/all homebuyers:

1. Combined household income may not exceed 120% AMI, adjusted for household size.
2. The property must be the primary residence of the property owner.
3. Verification and certification of income and assets is required to determine program eligibility.
4. If an applicant's current assets total in excess of \$25,000, that applicant is determined to have substantial resources and does not qualify for homeowner assistance.
5. See section V (above) for additional income verification and initial application requirements.

### **B. Repayment of funds**

The grant amount provided as down-payment assistance must be repaid to the City of Jackson (specific repayment schedule below) if any of the following occur:

1. The property is sold within five (5) years from the date of closing
2. The property is transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below)
3. The property ceases for any other reason to be the Borrower's principal place of residence.

The required grant repayment amount will decrease by 1/60<sup>th</sup> each month, beginning one (1) month after the date of closing. 0% repayment will be required at the conclusion of five (5) years.

If the homeowner dies, the City of Jackson may approve assumption of these responsibilities for the duration of the affordability period, under the following circumstances:

1. An heir to the property lives in the house, is income eligible, and will use the home as their primary residence
2. An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

### **C. Support Opt-Out**

Homebuyers are not required to accept any/all layered supports offered should they wish to purchase a new home built for this program. In the case of complete homeowner support opt-out, all income, asset, debt-to-income ratio, and down payment assistance repayment requirements will not apply. However, anyone accepting supports offered by the City of Jackson as part of the 100 Homes Program must meet all additional income qualification requirements (as stated in section V above) and complete all homebuyer education courses (as needed).