



AGENDA - CITY COUNCIL

Tuesday, October 8, 2024

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation to be given by Fifth Ward Councilmember Shalanda Hunt.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. A presentation on the MLK Reimagined project.
- Jonathan Greene, City Manager
- John Willis, Director of Diversity, Equity and Inclusion

6. PUBLIC HEARINGS.

A. Public Hearing Presentation by Troy White, P.E., City Engineer - Brown Street Repaving – Denton Road to High Street.

Receive a public hearing presentation for a repaving project on Brown Street, from Denton Road to High Street, to outline impacts to pedestrian and non-motorized routes during construction.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

- A. Minutes of the September 24, 2024, City Council Meeting
- B. Halloween Trick or Treating Resolution
Establish Halloween 'Trick or Treating' hours between 6:00 p.m. and 8:00 p.m. on Thursday, October 31, 2024.
- C. Special Event Application: Celebration of Jackson Veterans
Approve a request from the Jackson County Veteran's Council to host their Celebration of Jackson Veterans on November 11, 2024, at Withington Park.
- D. City of Jackson, Michigan Financial Statements as of and for the Two Months Ended August 31, 2024

9. OTHER BUSINESS.

- A. Second reading and final adoption of Ordinance No. 2024-07 - zoning ordinance text amendments.
Approval of the second reading/final adoption of zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

10. NEW BUSINESS.

- A. Contract Award for Signal Shop Maintenance.
Approve the award of the Signal Shop Maintenance contract to J. Ranck Electric, Inc. of Mount Pleasant, Michigan for a term of two calendar years with two possible two-year extensions and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.
- B. Adopt a Resolution for an Agreement with the EPA – North Branch Transmission Water Main Replacement.
Adopt a resolution to enter into an agreement with the United States Environmental Protection Agency (EPA) for construction to replace a portion of the North Branch Transmission Water Main and authorize the Mayor and City Clerk to execute the appropriate documents.
- C. Request to adopt a resolution of support for the 2026-2029 Transportation Improvement Plan (TIP).

Adopt a resolution of support for the inclusion of listed streets in the 2026-2029 Transportation Improvement Plan (TIP) and accept the requirement that the City pay the local match for the selected projects.

- D. Resolution for Approval of a Contract with MDOT for Lansing Avenue – Traffic Signal Modernizations and Safety Enhancement Signing.

Adopt a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal modernizations and safety enhancement signing along the Lansing Avenue Corridor between Ganson Street and Monroe Street and at the intersection of Jackson Street with Ganson Street and authorize the Mayor and City Clerk to execute the appropriate documents.

- E. First Reading of Ordinance No. 2024-_____ to Separate the Position of Director of Police and Fire Services into Two Positions

Recommend approval of separating the Director of Police and Fire Services into a Police and Fire Chief, as well as the applicable ordinance changes and move to second reading. In addition, authorize the City Manager to make the necessary administrative changes to the City's Personnel Policy and/or job classifications in accordance with the amendments.

- F. Lot purchase agreement between VMG Construction LLC and the City of Jackson

Approve the lot purchase agreement between VMG Construction LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

MARTIN LUTHER KING REIMAGINED

THE PROJECT

- The TOTAL project involves major infrastructure improvements, primarily focusing on the street while also including the replacement of the city's underground utilities such as the water main, sewer main, and water transmission lines.
- The RAISE grant will cover approximately 85% of the street reconstruction
- ALL water and sewer work is paid for from water and sewer funds

THE PROJECT

- The roadway dates back to 1872.
 - The roadway served as a main trolley route from Michigan Ave. to Vandercook Lake in the early 1900s.
 - The roadway was originally paved in 1914.
 - Most recent reconstruction was in 1995.

THE PROJECT

- The project will stretch from Morrell St to South St.



THE FUNDING

- The City received a grant to pay for a majority of the street work.
- We must come up with about 15%.
 - There is NO one way the City of Jackson has funded its portion of grant and non grant based street projects.
 - Some have been assessed while others have not.
- The match needed for this project is approximately \$1.2 million.

THE FUNDING

- The city could cover up to the first \$22,500 of every parcel's assessment.
- There are 142 parcels in the project area.
- All but 7 parcels would have a proposed assessment of \$0.

THE FUNDING

- The highest assessment would be $\$117,596.30 - \$22,500 = \$95,096.30$.
- The lowest paid assessment would be $\$23,275.00 - \$22,500 = \$775.00$.
- 95% of parcel owners, including all residents and churches pay NOTHING.
- Every parcel benefits from an up to \$22,500 savings.

THE FUNDING

- We have the means thanks to American Rescue Plan Act, the Bipartisan Infrastructure Law, and other additional resources from the State and Federal level.
- We have saved enough money in our general fund for City Council to consider supporting this project minimize the use of special assessments.

THE CONSIDERATIONS

- No one likes assessments, yet we will likely always need them.
- In order to consider this as precedent setting, the exact same project, with the exact same circumstances of historical disinvestment, current funding opportunities, and etc., would have to exist in the future. That is remote at best.
- The City already has a mixed history with assessments.
- 1 time funds should generally be used on 1 time activities instead of creating additional programs and legacy costs.
- Funds utilized to offset this project are not likely to ever be available again.

THE RECOMMENDATION

- Approve the proposal to allocate up to \$22,500 per parcel for parcels included in the assessment roll for the Martin Luther King Reimagined project and set a public hearing on the assessment roll.

BROWN STREET REPAVING

PUBLIC HEARING OCTOBER 8, 2024

PROJECT LIMITS:

- BROWN STREET FROM DENTON ROAD TO HIGH STREET
- INCLUDES HIGH STREET INTERSECTION

PROJECT SCHEDULE:

- CONSTRUCTION ANTICIPATED FOR SUMMER 2025
- WORK TO BE SCHEDULED AROUND EVENTS IN SPARKS PARK
- COMMENCE WORK ON OR ABOUT JULY 7, 2025
- OPEN TO TRAFFIC IN APPROXIMATELY ONE MONTH
- TURF ESTABLISHMENT WILL EXTEND INTO FALL 2025

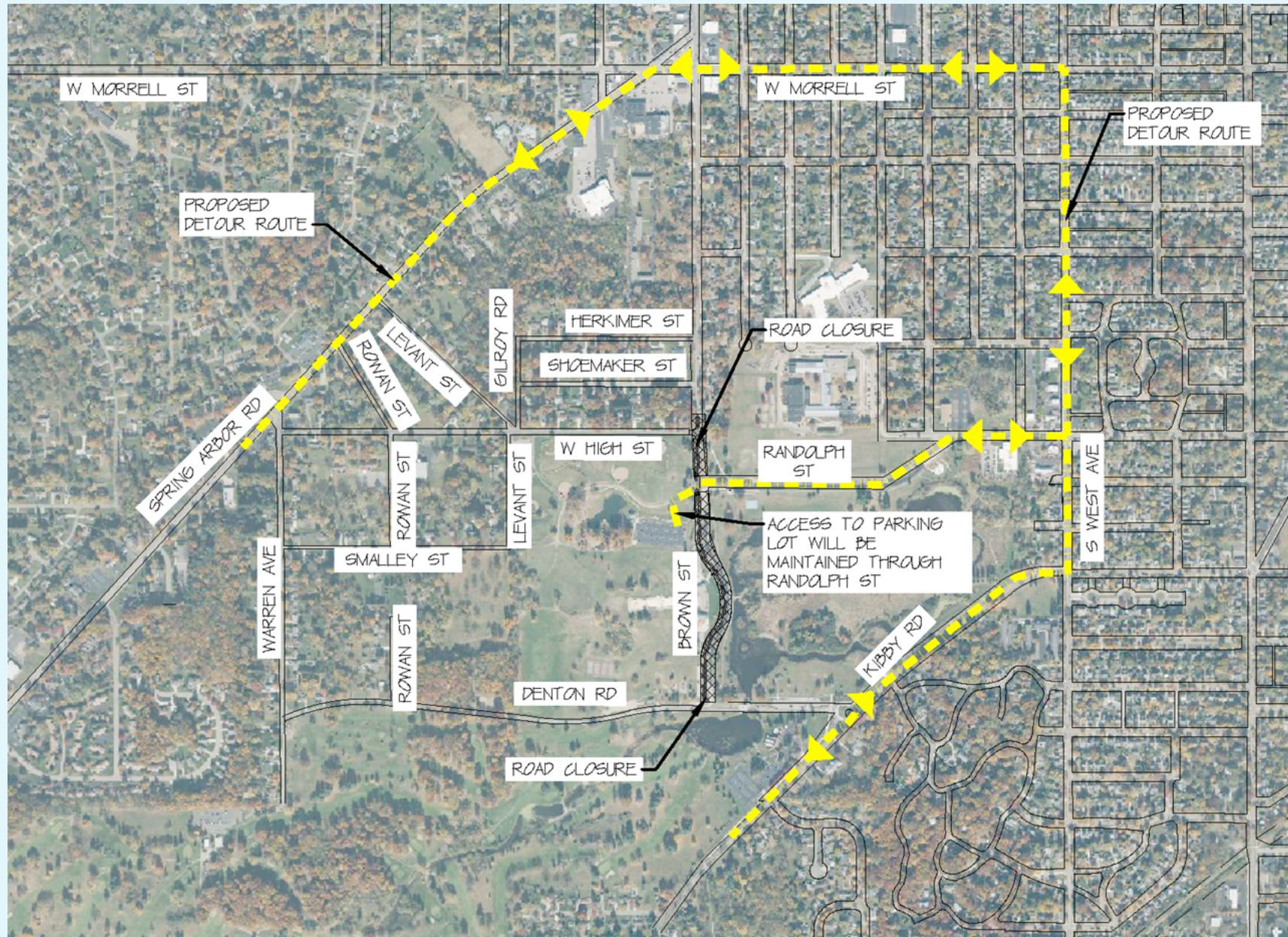
SCOPE OF WORK:

- UPGRADE RAMPS AT TRAIL CROSSINGS TO CONFORM WITH CURRENT AMERICANS WITH DISABILITIES (ADA) REQUIREMENTS
- REMOVE PAVEMENT SURFACE WITH A MILL
- REPAVE SURFACE WITH TWO COURSES OF NEW HOT MIX ASPHALT
- APPLY PAVEMENT MARKINGS
- UPGRADE SIGNS TO MEET CURRENT RETROREFLECTIVITY REQUIREMENTS

MAINTENANCE OF TRAFFIC FOR **MOTORISTS**

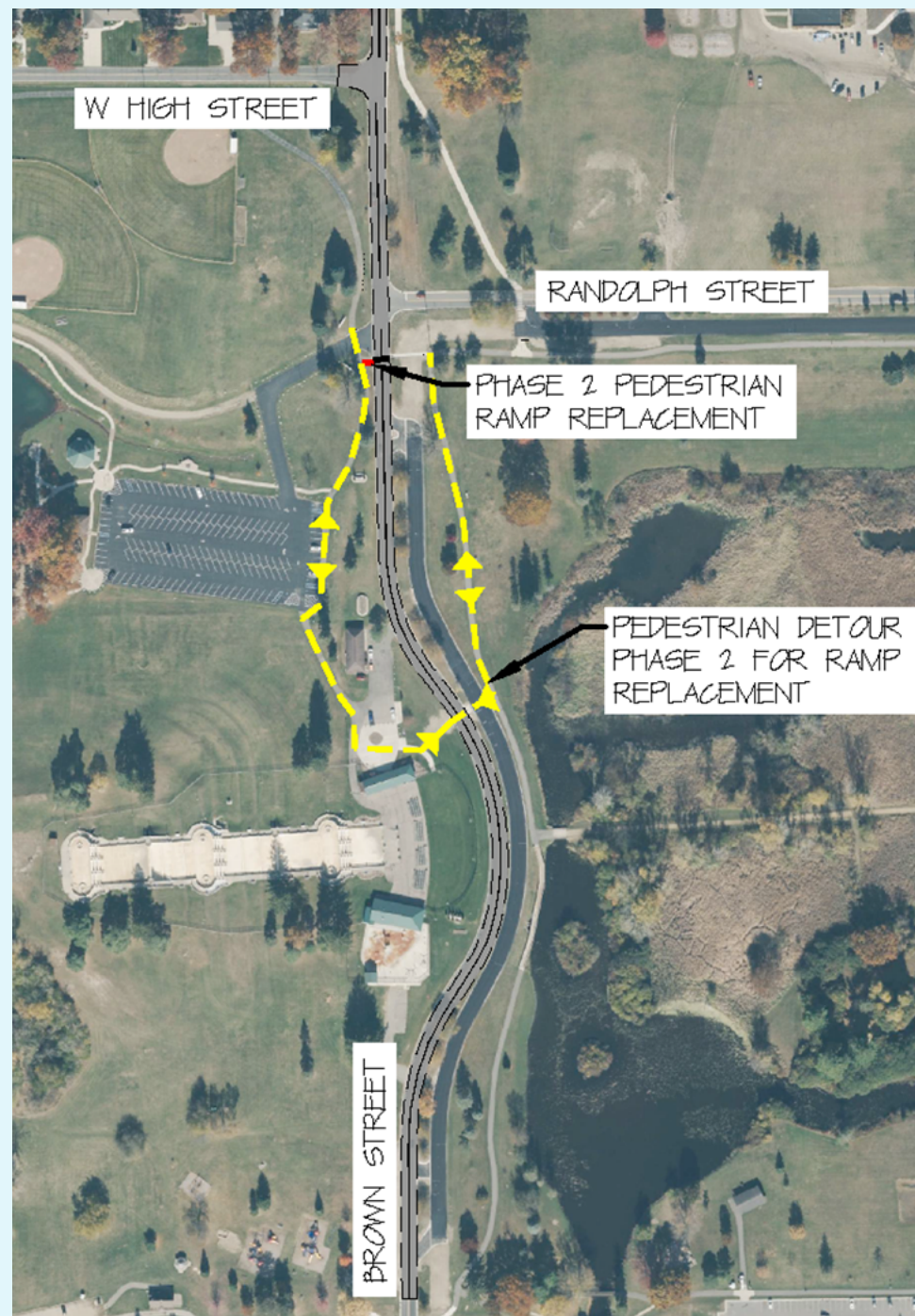
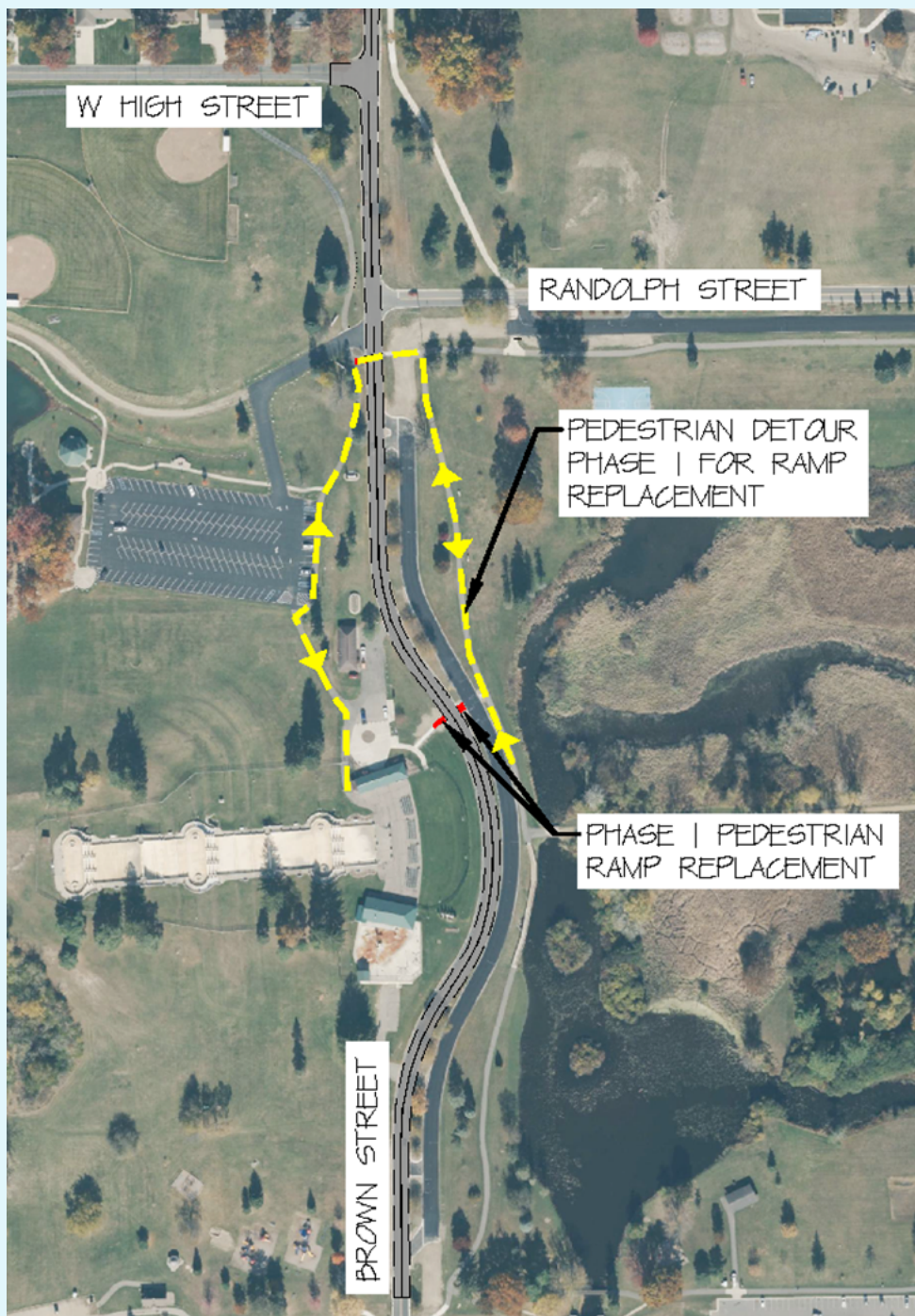
- ACCESS TO TRAILS AND PARK WILL BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD.
- BROWN STREET WILL BE CLOSED TO THROUGH TRAFFIC BETWEEN DENTON AND MORRELL.
- BROWN STREET WILL REMAIN OPEN FOR LOCAL TRAFFIC BETWEEN HIGH AND MORRELL SO THAT RESIDENTS CAN ACCESS THEIR HOMES AND PATRONS CAN ACCESS BUSINESSES.
- PARKING LOT ON NORTH SIDE OF FALLS WILL BE ACCESSIBLE FROM RANDOLPH.
- PARKING LOT NORTH OF DENTON WILL BE ACCESSIBLE FROM DENTON.
- BROWN STREET TRAFFIC WILL BE DETOURED VIA KIBBY TO WEST TO MORRELL AND VICE VERSA (MAP NEXT SLIDE).

DETOUR ROUTE FOR MOTORISTS



MAINTENANCE OF TRAFFIC FOR NON-MOTORIZED USERS

- ACCESS TO TRAILS AND PARK WILL BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD.
- TWO SETS OF RAMPS REQUIRE REPLACEMENT. ONE SET OR THE OTHER WILL REMAIN OPEN AT ALL TIMES.
- PEDESTRIAN DETOURS WILL BE PROVIDED WHILE RAMPS UNDERGO REPLACEMENT (MAPS ON FOLLOWING SLIDES).





CITY COUNCIL MEETING MINUTES

September 24, 2024

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 J. Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by David Frank of Temple Beth Israel, guest of Fourth Ward Councilmember Conner Wood.

ROLL CALL:

Present: Mayor Daniel Mahoney, First Ward Councilmember Arlene Robinson, Vice Mayor/Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Conner Wood, Fifth Ward Councilmember Shalanda Hunt, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: Assistant City Manager Tim Pickett, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt, Director of Public Works Mike Osborne, Director of Community Development Shane LaPorte, and Assistant City Engineer Jeff Crow.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

Bob Bull and Community Mental Health Partners of Southeast Michigan received a proclamation for their work to prevent suicide in our veteran community.

PUBLIC HEARINGS:

A. Street Renaming – Milwaukee Street to Carl Breeding Way

Pursuant to the City of Jackson Addressing Policy, conduct a public hearing on September 24th, 2024, regarding the proposed street naming of Milwaukee Street to Carl Breeding Way.

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to open the public hearing regarding the proposed street renaming of Milwaukee Street to Carl Breeding Way. Vote was done by voice with all in favor.

Public comments were heard.

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to close the public hearing. Vote was done by voice with all in favor.

B. CDBG and HOME performance

Conduct a Public Hearing to Receive Citizen Comments for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) performance for the 2023-2024 fiscal year.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to conduct a public hearing to receive comments for the City's CDBG and HOME performance. Vote was done by voice with all in favor.

Public comments were heard.

Motion was made by Councilmember Robinson, seconded by Councilmember Forgrave to close the public hearing. Vote was done by voice with all in favor.

C. Substantial Amendment #1 to the 2024-2025 Annual Action Plan

Conduct a Public Hearing to Receive Citizen Comments for the City's proposed Substantial Amendment #1 to the 2024-2025 Annual Action Plan, for the reallocation of Home Investment Partnership Program (HOME) funds.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to conduct a public hearing to receive citizen comments for the City's proposed Substantial Amendment #1 to the 2024-2025 Annual Action Plan. Vote was done by voice with all in favor.

Public comments were heard.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to close the public hearing. Vote was done by voice with all in favor.

D. Substantial Amendment #7 to the 2019-2020 Annual Action Plan

Conduct a Public Hearing to Receive Citizen Comments for the City's proposed Substantial Amendment #7 to the 2019-2020 Annual Action Plan, for the reallocation of Community Development Block Grant – Coronavirus (CDBG-CV) funds.

Motion was made by Councilmember Wood, seconded by Vice Mayor Dancy to conduct a public hearing to receive citizen comments for the City's proposed Substantial Amendment #7 to the 2019-2020 Annual Action Plan, for the reallocation of Community Development Block Grant Funds. Vote was done by voice with all in favor.

Public comments were heard.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to close the public hearing. Vote was done by voice with all in favor.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to take a five minute recess. Vote was done by voice with all in favor.

****recess from 8:08 p.m. – 8:17 p.m. ****

Motion was made by Councilmember Wood, seconded by Councilmember Hunt to return from recess. Vote was done by voice with all in favor.

CONSENT CALENDAR:

A. Minutes of the September 10, 2024, Regular Meeting of the Jackson City Council

Approve the minutes of the regular meeting of the Jackson City Council on September 10, 2024.

Motion was made by Councilmember Wood, seconded by Councilmember Hunt to approve the consent calendar. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

OTHER BUSINESS: none.

NEW BUSINESS:

A. Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal

Recommendation: *Approval of the third one-year contract extension with Executive Property Management of Jackson, Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of \$93,063 for the fiscal year 2024/25.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Robinson to approve the third one-year contract extension with Executive Property Management of Jackson for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of \$93,063. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

B. Purchase of a 2024 Ford F-250 4x4 Regular Cab XL

Recommendation: *Approve the purchase of one 2024 Ford F-250 4x4 Regular Cab XL from LaFontaine Ford for \$48,568, fitted with a Monroe MCB-96-M-4816 service body from Truck & Trailer Specialties for \$29,789, under MiDEAL contract number 24000000167 for a total purchase price of \$78,357.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the purchase of one 2024 Ford F-250 4x4 Regular Cab XL from LaFontaine Ford for \$48,568, fitted with a Monroe MCB-96-M-4816 service body from Truck & Trailer Specialties for \$29,789, under MiDEAL contract for a total purchase price of \$78,357. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

C. Purchase of a new 2024 Super Products Camel Max Sewer Vector Truck

Recommendation: *Approve the purchase of a new 2024 Super Products Camel Max Sewer Vector Truck from MTech in the amount of \$588,161.28 through the Jackson County DOT CoPro+ contract #2023-JC-060-M.*

Motion was made by Councilmember Wood, seconded by Vice Mayor Dancy to approve the purchase of a new 2024 Super Products Camel Max Sewer Vector Truck from MTech in the amount of \$588,161.28 through the Jackson County DOT CoPro+ contract #2023-JC-060-M. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and orgrave (7). Nays: none. Motion carried.

D. Contract Award for 2025 Major Street Engineering

Recommendation: *Approve the award for the 2025 Major Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$209,899.20, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Robinson to approve the award for the 2025 Major Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$209,899.20, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

E. Third Extension of the 2022 As Needed Materials Testing Services Contract.

Recommendation: *Approval of the third extension of the 2022 As Needed Materials Testing Services Contract with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of \$125,000.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the third extension of the 2022 As Needed Materials Testing Services Contract with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of \$125,000.00. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

F. 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation: *Authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. Substantial Amendment #1 for the reallocation of HOME funds

Recommendation: *Approve Substantial Amendment #1 for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD)*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve Substantial Amendment #1 for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD). Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

H. Substantial Amendment #7 for the reallocation of CDBG-CV funds

Recommendation: *Approve Substantial Amendment #7 for the reallocation of CDBG-CV funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve Substantial Amendment #7 for the reallocation of CDBG-CV funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

I. Proposed zoning ordinance text amendment

Recommendation: *Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

J. Phase Three Marihuana License - SMOK Holdings Co., LLC

Recommendation: *Approve the Phase Three Marihuana License for SMOK Holdings Co., LLC per the recommendation of the Marihuana Licensing Review Committee.*

Motion was made by Councilmember Gunn, seconded by Councilmember Wood to approve the Phase Three Marihuana License for SMOK Holdings Co., LLC. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: Vice Mayor Dancy (1). Motion carried.

K. Street Renaming

Recommendation: *Approve a resolution renaming Milwaukee Street from Alpine Lane south to the city limits at Dale Street to Carl Breeding Way.*

Motion was made Vice Mayor Dancy, seconded by Councilmember Robinson to approve a resolution renaming Milwaukee Street from Alpine Lane south to the City limits at Dale Street to Carl Breeding Way. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

Mayor Mahoney, and Councilmembers Robinson, Wood, Hunt, and Forgrave offered comments. Vice Mayor Dancy and Councilmember Gunn declined to offer comments.

MANAGER’S COMMENTS:

Assistant City Manager Tim Pickett offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Hunt. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:44 p.m.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, October 31st is Halloween and children of all ages dress up as goblins, ghosts, ghouls, and “things that go bump in the night”; and

WHEREAS, this has traditionally been a festive and fun event; and

WHEREAS, the City Council wishes to keep the tradition a safe one for children of all ages.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson establishes Halloween hours between 6:00 p.m. and 8:00 p.m. on Thursday, October 31, 2024, and encourages all children to “trick or treat” during that time period, encourages residents to turn porch lights on between said hours.

* * * * *

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 October 8, 2024

IN WITNESS WHEREOF, have hereunto affixed my signature and the seal of the City of Jackson, Michigan on this 8th day of October, 2024.

Andrea Muray, City Clerk

Daniel Mahoney, Mayor



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 8, 2024

SUBJECT: Special Event Application: Celebration of Jackson Veterans

Recommendation:

Approve a request from the Jackson County Veteran's Council to host their Celebration of Jackson Veterans on November 11, 2024, at Withington Park.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: October 8, 2024

RECOMMENDATION: Approve a request from the Jackson County Veteran's Council to host their Celebration of Jackson Veterans on November 11, 2024, at Withington Park.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$400.00
TOTAL			\$400.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None

OWNERSHIP

Insurance Status: Indemnity Waiver applies

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Veteran's Council to host their Celebration of Jackson Veterans on November 11, 2024, at Withington Park.

ATTACHMENTS

1. SEA-Celebration of Jackson Veterans 2024

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|---|--|
| ☐ \$75 Application Fee – | ☐ Liquor License & Liquor Liability Insurance (if applicable) |
| ☐ \$50 Late/Rush Fee (submitted post 60-day deadline) | ☐ Carnival Ride Permit (if applicable) |
| ☐ Insurance documentation for sponsoring organization | ☐ Insurance documentation for all vendors (if applicable) |
| ☐ Event Map –Please indicate the location of all items | |

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft 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 49202 5/ American Legion Post 29	Phone: (517) 960-9268
Tax ID#:	Website:
Contact Name: DAVID WELIHAN	Phone: 517-960-9268 Email: david.welihan@hotmail.com
Contact Name:	Phone: Email:
Contact Name During Event: DAVID WELIHAN	Phone: (517) 960-9268

Event Information

Event Name: Celebration of Veterans				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
11/11/2024	10:30 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? _____ What is the expected attendance for this event? _____

Type of Event (please check all that apply)

☐ Walk/Run ☐ Festival ☐ March/Parade ☐ Other: _____

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

☐ Horace Blackman Park

☐ Bucky Harris Park

☐ Ella Sharp Park (requires Ella Sharp Board approval)

☐ Other Location: _____

☐ Streets: _____

☒ Other Park: Withington 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.

A gathering of veterans and others to celebrate and
honor veterans of Jackson County

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

Street Name: _____ Cross Streets _____

Closure Start Date: N/A Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

- ☒ **Electrical Power:** Indicate electrical requirements: Outlet to plug in PA System
Amount of electrical wattage needed: 110 V Amount of plug ins: ONE
Locations of where plugs are needed: AT SITE Already at park.
**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: _____

Additional Event Information

Garbage Plan: Brief description on garbage management for events with 100+ attendees.

Bathroom Plan: Brief description on bathroom(s) based on event size, duration, and services offered.

Required Attachments for Application Processing

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance (MUST also be provided by all vendors)	- Showing a liability coverage of at least \$1,000,000 - Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance (if needed)	Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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

Event Map Details of all event activities MUST be included.

☐ Route Plan ☐ Vendor Locations ☐ Tent Locations ☐ Assembly Locations	☐ Emergency Vehicle Access ☐ Dispersal Locations ☐ Trash Receptacles ☐ Requested Street Closures	☐ Restroom Locations ☐ Tables ☐ Requested Reserved Parking ☐ Electrical Wires & Outlets
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*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.*

***Note:** We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.

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: Nancy Walker

Date: 27 Aug 2024

Office Use ONLY	
Application Received:	
Date:	9/3/24
Time:	
By:	Julisa Gores
Application Fee Received:	Don't pay

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
Prohibited Items Additional fees may apply if policies are not followed
No ground stakes No confetti or glitter No use of outlets without prior approval



Financial Statements

As of and for the Two Months Ended August 31, 2024
(Unaudited and Prepared on the Adopted Budget-Basis)

EXPENDITURE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	August 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
FUND TYPE/FUND NAME						
General Fund						
101 - GENERAL						
101-000 - CITY COUNCIL	121,212	\$121,212	\$13,298	\$22,434	18.50%	\$98,778
103-000 - CHARTER REVIEW COMMITTEE	2,500	\$2,500	–	–	0.00%	\$2,500
172-000 - CITY MANAGER	547,902	\$547,902	\$59,279	\$91,597	16.71%	\$456,305
191-000 - FINANCE	692,384	\$692,384	\$57,080	\$170,245	24.58%	\$522,139
215-000 - CITY CLERK	418,878	\$418,878	\$26,367	\$48,183	11.50%	\$370,695
228-000 - MANAGEMENT INFORMATION SERVICES	462,336	\$462,336	\$25,845	\$43,204	9.34%	\$419,133
233-000 - PURCHASING	126,943	\$126,943	\$63,417	\$79,984	63.00%	\$46,959
253-000 - CITY TREASURER	458,257	\$458,257	\$27,091	\$50,501	11.02%	\$407,756
254-000 - CITY INCOME TAX ADMINISTRATION	269,322	\$269,322	\$14,495	\$26,800	9.95%	\$242,522
257-000 - CITY ASSESSOR	536,951	\$536,951	\$47,588	\$82,453	15.35%	\$454,498
262-000 - CITY CLERK-ELECTIONS	204,033	\$204,033	\$27,511	\$32,524	15.94%	\$171,509
265-000 - CITY HALL AND GROUNDS	823,267	\$823,267	\$57,098	\$123,591	15.01%	\$699,676
266-000 - CITY ATTORNEY	870,007	\$870,007	\$64,077	\$122,512	14.08%	\$747,495
270-000 - PERSONNEL & LABOR RELATIONS	637,912	\$637,912	\$30,270	\$44,538	6.98%	\$593,374
278-000 - UNALLOCATED	835,290	\$835,290	\$41,090	\$72,116	8.63%	\$763,174
299-000 - ADMINISTRATIVE HEARINGS BUREAU	218,549	\$218,549	\$9,045	\$17,066	7.80%	\$201,483
301-000 - POLICE	12,347,317	\$12,347,317	\$800,151	\$1,482,887	12.00%	\$10,864,430
311-224 - OSHP GRANT	13,114	\$13,114	–	–	0.00%	\$13,114
320-000 - CONSORTIUM TRAINING	36,000	\$36,000	–	–	0.00%	\$36,000
321-000 - IN SERVICE TRAINING	16,000	\$16,000	–	–	0.00%	\$16,000
340-000 - FIRE SUPPRESSION	6,487,641	\$6,487,641	\$493,270	\$885,415	13.64%	\$5,602,226
350-000 - PUBLIC SAFETY- UNALLOCATED	1,937,698	\$1,937,698	\$143,504	\$344,617	17.78%	\$1,593,081
442-000 - FORESTRY	873,773	\$873,773	\$35,488	\$76,403	8.74%	\$797,370
444-000 - SIDEWALK CONSTRUCTION	152,254	\$152,254	\$6,451	\$14,726	9.67%	\$137,528
445-000 - DRAINS AT LARGE	109,921	\$109,921	\$95	\$95	0.08%	\$109,826
450-000 - STREET LIGHTING	630,230	\$630,230	\$75,838	\$114,903	18.23%	\$515,327
455-000 - WEED CONTROL	106,644	\$106,644	\$19,474	\$29,944	28.07%	\$76,700
465-000 - GROUNDS MAINTENANCE	505,346	\$505,346	\$24,994	\$41,102	8.13%	\$464,244
567-000 - CEMETERIES	533,853	\$533,853	\$41,325	\$56,553	10.59%	\$477,300
571-000 - TAX PROPERTY MAINTENANCE	229,478	\$229,478	\$10,471	\$41,753	18.19%	\$187,725
572-000 - CIVIC AFFAIRS	142,987	\$142,987	\$6,778	\$9,717	6.79%	\$133,270
701-000 - PLANNING	272,477	\$272,477	\$18,527	\$32,737	12.01%	\$239,740
728-000 - ECONOMIC DEVELOPMENT	140,500	\$140,500	\$10,584	\$13,584	9.66%	\$126,916

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	August 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
752-000 - PARKS, RECREATION & GROUNDS ADMIN.	347,158	\$347,158	\$54,939	\$89,862	25.88%	\$257,296
758-000 - LT. NIXON MEMORIAL POOL	116,975	\$116,975	\$48,112	\$87,329	74.65%	\$29,646
771-000 - PARKS & FACILITIES MAINTENANCE	1,169,290	\$1,169,290	\$140,360	\$326,403	27.91%	\$842,887
803-000 - HISTORICAL DISTRICT	14,574	\$14,574	\$1,039	\$1,879	12.89%	\$12,695
806-000 - DIVERSITY, EQUITY & INCLUSION	409,181	\$409,181	\$25,048	\$46,156	11.28%	\$363,025
965-000 - CONTRIBUTIONS TO OTHER FUNDS	590,199	\$590,199	–	–	0.00%	\$590,199
101 - GENERAL TOTAL	34,408,353	\$34,408,353	\$2,520,000	\$4,723,814	13.72%	\$29,684,539
102 - BUDGET STABILIZATION	30,000	\$30,000	–	–	0.00%	\$30,000
GENERAL FUND TOTAL	34,438,353	\$34,438,353	\$2,520,000	\$4,723,814	13.71%	\$29,714,539
Permanent Fund						
151 - CEMETERY PERPETUAL MAINTENANCE	25,000	\$25,000	–	–	0.00%	\$25,000
155 - ELLA W. SHARP ENDOWMENT FUND	20,550	\$20,550	–	–	0.00%	\$20,550
160 - LLOYD E. MOUNT ENDOWMENT	5,100	\$5,100	–	–	0.00%	\$5,100
PERMANENT FUND TOTAL	50,650	\$50,650	–	–	0.00%	\$50,650
Special Revenue Fund						
202 - MAJOR STREET	14,911,260	\$14,911,260	\$300,116	\$368,059	2.46%	\$14,543,201
203 - LOCAL STREET	2,056,470	\$2,056,470	\$102,390	\$191,989	9.33%	\$1,864,481
208 - ELLA W. SHARP PARK OPERATING	1,051,718	\$1,051,718	\$91,192	\$203,378	19.33%	\$848,340
213 - OPIOID SETTLEMENT FUND	62,739	\$62,739	–	–	0.00%	\$62,739
218 - AFFORDABLE HOUSING FUND	1,658,800	\$1,658,800	\$68,267	\$92,923	5.60%	\$1,565,877
234 - HCDF MICH GRANT	–	–	–	\$4,713	–	(\$4,713)
245 - PUBLIC IMPROVEMENT	1,335,840	\$1,335,840	–	–	0.00%	\$1,335,840
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,621,212	\$1,621,212	\$798	\$798	0.04%	\$1,620,414
249 - BUILDING DEPARTMENT	623,988	\$623,988	\$47,304	\$73,910	11.84%	\$550,078
251 - HOUSING CODE ENFORCEMENT	1,500,661	\$1,500,661	\$82,565	\$146,687	9.77%	\$1,353,974
252 - BUILDING DEMOLITIONS	393,000	\$393,000	\$26,350	\$26,350	6.70%	\$366,650
265 - DRUG LAW ENFORCEMENT	35,432	\$35,432	\$3,673	\$3,673	10.36%	\$31,759
272 - SAFER GRANT	301,801	\$301,801	–	\$40,964	13.57%	\$260,837
273 - PROJECT SAFE NEIGHBORHOOD	143,028	\$143,028	\$10,747	\$17,393	12.16%	\$125,635
275 - BYRNE/JAG PROGRAMS	–	–	\$25,000	\$25,000	–	(\$25,000)
279 - AMERICAN RESCUE PLAN ACT	75,000	\$75,000	–	–	0.00%	\$75,000
280 - HOUSING REDEVELOPMENT	–	–	–	\$11,124	–	(\$11,124)
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	\$100,000	\$34,278	\$34,278	34.27%	\$65,722
296 - RECREATION ACTIVITY	268,824	\$268,824	\$44,262	\$87,196	32.43%	\$181,628
297 - RECREATION MILLAGE	911,550	\$911,550	\$63,381	\$120,040	13.16%	\$791,510
SPECIAL REVENUE FUND TOTAL	27,051,323	\$27,051,323	\$900,324	\$1,448,477	5.35%	\$25,602,846
Debt Service Fund						
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	\$223,792	–	–	0.00%	\$223,792
352 - 2017 MTF BONDS D/S FUND	761,885	\$761,885	–	–	0.00%	\$761,885
353 - 2024 MTF BONDS D/S FUND	–	–	–	\$500	–	(\$500)
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	763,691	\$763,691	–	–	0.00%	\$763,691
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	\$145,743	–	–	0.00%	\$145,743
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	\$1,400,250	–	–	0.00%	\$1,400,250
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	\$1,764,600	–	–	0.00%	\$1,764,600
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	\$38,593	–	–	0.00%	\$38,593
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	\$3,032,403	–	–	0.00%	\$3,032,403
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	\$207,157	–	–	0.00%	\$207,157
DEBT SERVICE FUND TOTAL	8,338,114	\$8,338,114	–	\$500	0.00%	\$8,337,614
Capital Projects Fund						
401 - CAPITAL PROJECTS	330,000	\$330,000	–	–	0.00%	\$330,000
402 - WATER EQUIPMENT & REPLACEMENT	28,677,405	\$28,677,405	(\$217,395)	\$555,590	1.93%	\$28,121,815

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	August 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
403 - LEAD SERVICE LINE REPLACEMENT	1,696,998	\$1,696,998	\$66,674	\$97,875	5.76%	\$1,599,123
404 - DPS SANITARY SEWER MAINTENANCE	673,281	\$673,281	\$50,166	\$86,896	12.90%	\$586,385
405 - SANITARY SEWER REPLACEMENT	6,214,142	\$6,214,142	\$416,045	\$424,221	6.82%	\$5,789,921
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,304,666	\$13,304,666	\$149,418	\$154,811	1.16%	\$13,149,855
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	\$2,492,187	\$1,407,832	\$1,411,296	56.62%	\$1,080,891
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	\$9,710,899	\$1,079,568	\$1,079,876	11.12%	\$8,631,023
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	1,541,772	\$1,541,772	–	–	0.00%	\$1,541,772
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,832,100	\$3,832,100	\$104,662	\$109,854	2.86%	\$3,722,246
489 - BROWNFIELD REDEVELOPMENT	2,312,552	\$2,312,552	\$1,039	\$1,879	0.08%	\$2,310,673
494 - DDA PROJECT	3,239,560	\$3,239,560	–	–	0.00%	\$3,239,560
CAPITAL PROJECTS FUND TOTAL	74,025,562	\$74,025,562	\$3,058,008	\$3,922,296	5.29%	\$70,103,266
Special Assessment Funds						
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	\$162,008	–	–	0.00%	\$162,008
895 - SPECIAL ASSESSMENT	2,309,081	\$2,309,081	–	–	0.00%	\$2,309,081
SPECIAL ASSESSMENT FUNDS TOTAL	2,471,089	\$2,471,089	–	–	0.00%	\$2,471,089
Enterprise Fund						
514 - AUTO PARKING SYSTEM	282,147	\$282,147	–	–	0.00%	\$282,147
518 - PARKING ASSESSMENT	387,051	\$387,051	\$23,804	\$51,231	13.23%	\$335,820
519 - COOPER/FRANCIS PARKING DECKS	282,906	\$282,906	\$2,683	\$2,683	0.94%	\$280,223
590 - SEWER	26,884,143	\$26,884,143	\$2,684,681	\$3,274,446	12.17%	\$23,609,697
591 - WATER	47,408,410	\$47,408,410	\$3,012,638	\$5,538,254	11.68%	\$41,870,156
ENTERPRISE FUND TOTAL	75,244,657	\$75,244,657	\$5,723,807	\$8,866,614	11.78%	\$66,378,043
Internal Service Fund						
641 - PUBLIC WORKS ADMINISTRATION	522,909	\$522,909	\$27,345	\$50,426	9.64%	\$472,483
642 - ENGINEERING ADMINISTRATION	412,933	\$412,933	\$20,606	\$40,976	9.92%	\$371,957
643 - LOCAL SITE REMEDIATION REVOLVING	200,000	\$200,000	–	–	0.00%	\$200,000
661 - MOTOR POOL & GARAGE	1,808,820	\$1,808,820	\$122,484	\$171,087	9.45%	\$1,637,733
676 - WORKERS COMPENSATION	255,075	\$255,075	\$2,607	\$2,607	1.02%	\$252,468
677 - SELF-INSURED HEALTHCARE	6,481,950	\$6,481,950	\$525,869	\$1,062,381	16.38%	\$5,419,569
INTERNAL SERVICE FUND TOTAL	9,681,687	\$9,681,687	\$698,911	\$1,327,477	13.71%	\$8,354,210
Custodial Fund						
703 - COUNTY & SCHOOL TAX	28,860,000	\$28,860,000	–	–	0.00%	\$28,860,000
CUSTODIAL FUND TOTAL	28,860,000	\$28,860,000	–	–	0.00%	\$28,860,000
Pension Trust Fund						
731 - EMPLOYEES RETIREMENT SYSTEM	4,225,000	\$4,225,000	\$360,770	\$716,447	16.95%	\$3,508,553
732 - POLICE & FIRE PENSION	415,000	\$415,000	\$34,177	\$68,036	16.39%	\$346,964
734 - POLICE & FIRE ACT 345	6,240,000	\$6,240,000	\$7,763	\$780,443	12.50%	\$5,459,557
736 - PUBLIC EMPLOYEE HEALTH CARE	30,000	\$30,000	–	–	0.00%	\$30,000
PENSION TRUST FUND TOTAL	10,910,000	\$10,910,000	\$402,710	\$1,564,926	14.34%	\$9,345,074
Description pending	–	–	\$655	\$655	–	(\$654)
FUND TYPE/FUND NAME TOTAL	271,071,435	\$271,071,435	\$13,304,413	\$21,854,758	8.06%	\$249,216,677

REVENUE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	August 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
FUND TYPE/FUND NAME						
General Fund						
PROPERTY TAXES	11,585,297	\$11,585,297	\$6,680,237	\$7,982,196	68.89%	\$3,603,101
INCOME TAXES	10,900,000	\$10,900,000	\$830,777	\$2,372,055	21.76%	\$8,527,945
STATE REVENUE SHARING	5,787,831	\$5,787,831	\$17,341	\$17,341	0.29%	\$5,770,490
LICENSES AND PERMITS	352,015	\$352,015	\$12,121	\$17,495	4.96%	\$334,520
FEDERAL GRANTS	293,407	\$293,407	\$654	\$2,116	0.72%	\$291,291
STATE GRANTS	136,000	\$136,000	\$48,000	\$48,000	35.29%	\$88,000
CONTRIBUTIONS FROM LOCAL UNITS	12,500	\$12,500	–	–	0.00%	\$12,500
CHARGES FOR GOODS AND SERVICES	1,423,349	\$1,423,349	\$50,018	\$96,006	6.74%	\$1,327,343
FINES AND FORFEITS	355,640	\$355,640	\$12,125	\$85,632	24.07%	\$270,008
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,100	\$30,100	\$1,450,233	\$1,450,825	4,820.01%	(\$1,420,724)
INVESTMENT INCOME	390,000	\$390,000	\$5,615	\$10,238	2.62%	\$379,762
MISCELLANEOUS	336,136	\$336,136	\$5,589	\$10,381	3.08%	\$325,755
CONTRIBUTIONS FROM OTHER FUNDS	190,000	\$190,000	–	\$2,108	1.10%	\$187,892
GENERAL FUND TOTAL	31,792,275	\$31,792,275	\$9,112,710	\$12,094,393	38.04%	\$19,697,882
FUND TYPE/FUND NAME TOTAL	31,792,275	\$31,792,275	\$9,112,710	\$12,094,393	38.04%	\$19,697,882
CONSOLIDATED WITH GENERAL FUND						
102 - BUDGET STABILIZATION	30,000	\$30,000	–	–	0.00%	\$30,000
CONSOLIDATED WITH GENERAL FUND TOTAL	30,000	\$30,000	–	–	0.00%	\$30,000
ALL OTHER FUNDS						
Permanent Fund						
151 - CEMETERY PERPETUAL MAINTENANCE	45,000	\$45,000	\$70	\$1,253	2.78%	\$43,747
155 - ELLA W. SHARP ENDOWMENT FUND	30,550	\$30,550	–	–	0.00%	\$30,550
160 - LLOYD E. MOUNT ENDOWMENT	5,100	\$5,100	–	–	0.00%	\$5,100
PERMANENT FUND TOTAL	80,650	\$80,650	\$70	\$1,253	1.55%	\$79,397
Special Revenue Fund						
202 - MAJOR STREET	14,517,772	\$14,517,772	\$414,290	\$414,306	2.85%	\$14,103,466
203 - LOCAL STREET	1,491,453	\$1,491,453	\$113,010	\$113,010	7.57%	\$1,378,443
208 - ELLA W. SHARP PARK OPERATING	1,098,750	\$1,098,750	\$83,511	\$212,112	19.30%	\$886,638
213 - OPIOID SETTLEMENT FUND	–	–	\$54,411	\$54,411	–	(\$54,411)
218 - AFFORDABLE HOUSING FUND	1,658,800	\$1,658,800	\$35,300	\$35,300	2.12%	\$1,623,500
245 - PUBLIC IMPROVEMENT	1,461,000	\$1,461,000	\$819,816	\$979,244	67.02%	\$481,756
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,597,500	\$1,597,500	–	–	0.00%	\$1,597,500
249 - BUILDING DEPARTMENT	520,900	\$520,900	\$50,199	\$138,041	26.50%	\$382,859
251 - HOUSING CODE ENFORCEMENT	1,021,400	\$1,021,400	\$52,435	\$122,372	11.98%	\$899,028
252 - BUILDING DEMOLITIONS	196,000	\$196,000	\$62,250	\$106,125	54.14%	\$89,875
265 - DRUG LAW ENFORCEMENT	20,000	\$20,000	–	–	0.00%	\$20,000
272 - SAFER GRANT	301,801	\$301,801	–	\$119,374	39.55%	\$182,427
273 - PROJECT SAFE NEIGHBORHOOD	143,028	\$143,028	–	\$31,463	21.99%	\$111,565
275 - BYRNE/JAG PROGRAMS	–	–	(\$2,000)	\$0	–	\$0
279 - AMERICAN RESCUE PLAN ACT	75,000	\$75,000	–	–	0.00%	\$75,000
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	\$100,000	\$36,278	\$60,268	60.26%	\$39,732
296 - RECREATION ACTIVITY	353,000	\$353,000	\$136,300	\$176,406	49.97%	\$176,594
297 - RECREATION MILLAGE	1,020,000	\$1,020,000	–	–	0.00%	\$1,020,000
SPECIAL REVENUE FUND TOTAL	25,576,404	\$25,576,404	\$1,855,800	\$2,562,432	10.01%	\$23,013,972
Debt Service Fund						
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	\$223,792	–	–	0.00%	\$223,792
352 - 2017 MTF BONDS D/S FUND	761,885	\$761,885	–	–	0.00%	\$761,885
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	722,000	\$722,000	\$460,269	\$537,090	74.38%	\$184,910

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	August 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	\$145,743	—	—	0.00%	\$145,743
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	\$1,400,250	—	—	0.00%	\$1,400,250
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	\$1,764,600	—	—	0.00%	\$1,764,600
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	\$38,593	—	—	0.00%	\$38,593
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	\$3,032,403	—	—	0.00%	\$3,032,403
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	\$207,157	—	—	0.00%	\$207,157
DEBT SERVICE FUND TOTAL	8,296,423	\$8,296,423	\$460,269	\$537,090	6.47%	\$7,759,333
Capital Projects Fund						
401 - CAPITAL PROJECTS	309,020	\$309,020	—	—	0.00%	\$309,020
402 - WATER EQUIPMENT & REPLACEMENT	24,750,198	\$24,750,198	\$1,990,594	\$3,981,188	16.08%	\$20,769,010
403 - LEAD SERVICE LINE REPLACEMENT	2,826,515	\$2,826,515	\$139,265	\$278,530	9.85%	\$2,547,985
404 - DPS SANITARY SEWER MAINTENANCE	673,281	\$673,281	\$50,166	\$86,896	12.90%	\$586,385
405 - SANITARY SEWER REPLACEMENT	3,244,005	\$3,244,005	\$258,910	\$517,820	15.96%	\$2,726,185
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,394,032	\$13,394,032	\$1,100,350	\$2,200,700	16.43%	\$11,193,332
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	\$2,492,187	\$3,464	\$3,464	0.13%	\$2,488,723
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	\$9,710,899	\$475,974	\$475,974	4.90%	\$9,234,925
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,833,300	\$3,833,300	—	—	0.00%	\$3,833,300
489 - BROWNFIELD REDEVELOPMENT	1,721,830	\$1,721,830	—	—	0.00%	\$1,721,830
494 - DDA PROJECT	3,559,000	\$3,559,000	—	—	0.00%	\$3,559,000
CAPITAL PROJECTS FUND TOTAL	66,514,267	\$66,514,267	\$4,018,723	\$7,544,572	11.34%	\$58,969,695
Special Assessment Funds						
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	\$162,008	—	—	0.00%	\$162,008
895 - SPECIAL ASSESSMENT	2,387,073	\$2,387,073	\$1	\$6	0.00%	\$2,387,067
SPECIAL ASSESSMENT FUNDS TOTAL	2,549,081	\$2,549,081	\$1	\$6	0.00%	\$2,549,075
Enterprise Fund						
514 - AUTO PARKING SYSTEM	95,443	\$95,443	\$94	\$310	0.32%	\$95,133
518 - PARKING ASSESSMENT	352,297	\$352,297	\$12,358	\$30,698	8.71%	\$321,599
519 - COOPER/FRANCIS PARKING DECKS	15,550	\$15,550	\$120	\$612	3.93%	\$14,938
590 - SEWER	22,154,210	\$22,154,210	\$799,173	\$1,157,279	5.22%	\$20,996,931
591 - WATER	39,510,527	\$39,510,527	\$1,861,712	\$3,326,112	8.41%	\$36,184,415
ENTERPRISE FUND TOTAL	62,128,027	\$62,128,027	\$2,673,457	\$4,515,011	7.26%	\$57,613,016
Internal Service Fund						
641 - PUBLIC WORKS ADMINISTRATION	378,106	\$378,106	\$29,510	\$62,517	16.53%	\$315,589
642 - ENGINEERING ADMINISTRATION	323,476	\$323,476	\$24,202	\$44,699	13.81%	\$278,777
643 - LOCAL SITE REMEDIATION REVOLVING	70,555	\$70,555	—	—	0.00%	\$70,555
661 - MOTOR POOL & GARAGE	1,458,576	\$1,458,576	\$124,437	\$232,005	15.90%	\$1,226,571
676 - WORKERS COMPENSATION	210,000	\$210,000	\$15,257	\$31,037	14.77%	\$178,963
677 - SELF-INSURED HEALTHCARE	6,505,000	\$6,505,000	\$495,401	\$985,865	15.15%	\$5,519,135
INTERNAL SERVICE FUND TOTAL	8,945,713	\$8,945,713	\$688,807	\$1,356,122	15.15%	\$7,589,591
Custodial Fund						
703 - COUNTY & SCHOOL TAX	28,860,000	\$28,860,000	\$19,817	\$19,817	0.06%	\$28,840,183
CUSTODIAL FUND TOTAL	28,860,000	\$28,860,000	\$19,817	\$19,817	0.06%	\$28,840,183
Pension Trust Fund						
731 - EMPLOYEES RETIREMENT SYSTEM	6,507,820	\$6,507,820	\$1,028,025	\$2,205,242	33.88%	\$4,302,578
732 - POLICE & FIRE PENSION	259,455	\$259,455	\$71,944	\$222,557	85.77%	\$36,898
734 - POLICE & FIRE ACT 345	10,829,381	\$10,829,381	\$2,017,712	\$4,133,231	38.16%	\$6,696,150
736 - PUBLIC EMPLOYEE HEALTH CARE	230,000	\$230,000	—	—	0.00%	\$230,000
PENSION TRUST FUND TOTAL	17,826,656	\$17,826,656	\$3,117,681	\$6,561,030	36.80%	\$11,265,626
ALL OTHER FUNDS TOTAL	220,777,221	\$220,777,221	\$12,834,623	\$23,097,332	10.46%	\$197,679,889

NOTES TO REVENUE AND EXPENDITURE SUMMARIES

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

Note 2: Unfavorable budget variances related to expenditures will be addressed through a formal budget amendment.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 8, 2024

SUBJECT: Second reading and final adoption of Ordinance No. 2024-07 - zoning ordinance text amendments.

Recommendation:

Approval of the second reading/final adoption of zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Atkin, Zoning Administrator

DATE: October 8, 2024

RECOMMENDATION: Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

ISSUE STATEMENT

Promote adaptive reuse of larger nonresidential vacant buildings; i.e. former churches and/or public school buildings, in the R-1, R-2, R-3, R-4, R-5, and R-6 zoning districts.

At the regularly scheduled September 4, 2024 planning commission meeting, a motioned to recommend approval to City Council the proposed zoning ordinance text amendment to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses which will permit resource centers with group and/or family shelters larger nonresidential vacant buildings in the R-1, R-2, R-3, R-4, and R-6 zoning districts as conditional uses was passed by a 5-0 roll call vote.

Yeas: Poole, Mauldin Saucedo, Johnson, and Hammontree. Nays: None. Excused: Greene and Wood. Absent: Mahoney.

DESCRIBE THE CONSEQUENCES

Limiting the type of reuse of larger nonresidential vacant buildings in residential districts may perpetuate vacancy and increase blight.

OWNERSHIP

The City of Jackson is responsible for sound land use planning and land use patterns. Providing an option for uses different than the intended use of specific building types may lessen the duration of vacancy and possible blight.

SOLUTION

Amend the zoning ordinance to permit resource centers with group and/or family shelters larger nonresidential vacant buildings in the R-1, R-2, R-3, R-4, and R-6 zoning districts as conditional uses.

FACILITATE IMPLEMENTATION

Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

ATTACHMENTS

1. Packet to CC - Resource Center_Shelter Ord
2. Ordinance No. 2024-07

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Atkin, Director of Planning/Zoning Administrator

DATE: Council Meeting – September 24, 2024

RECOMMENDATION: Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

ISSUE STATEMENT

Promote adaptive reuse of larger nonresidential vacant buildings; i.e. former churches and/or public school buildings, in the R-1, R-2, R-3, R-4, R-5, and R-6 zoning districts.

At the regularly scheduled September 4, 2024 planning commission meeting, a motioned to recommend approval to City Council the proposed zoning ordinance text amendment to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses which will permit resource centers with group and/or family shelters larger nonresidential vacant buildings in the R-1, R-2, R-3, R-4, and R-6 zoning districts as conditional uses was passed by a 5-0 roll call vote.

Yeas: Poole, Mauldin Saucedo, Johnson, and Hammontree. Nays: None. Excused: Greene and Wood. Absent: Mahoney,

DESCRIBE THE CONSEQUENCES

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SOLUTION

Amend the zoning ordinance to permit resource centers with group and/or family shelters larger nonresidential vacant buildings in the R-1, R-2, R-3, R-4, and R-6 zoning districts as conditional uses.

FACILITATE IMPLEMENTATION

Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

Resource Center with a Group and/or Family Shelter
(RED LINE DRAFT)

DRAFT – March 28, 2024
REVISIONS – May 13, 2024

I. Add the following to Section 28-5. - Definitions.

Resource center ~~and with group and/or family~~ shelter means a building with co-located ~~where~~ supportive services such as, ~~but not limited to~~, employment counseling, educational instruction, vocational training, temporary ~~habitable roomssleeping units~~, bathing, eating, laundry facilities, and housing case management is provided to individuals, domestic family, or functional equivalent of a domestic family. ~~A resource center with group and/or family shelter does not include alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.~~

Family shelter means a single family dwelling that shelters a family who are persons related by blood, marriage or adoption, or no more than four individuals occupying a dwelling unit who are committed to living together as a single housekeeping unit.

Group shelter means a structure or portion of a structure shelters multiple people of the same gender who are unrelated. In a women's shelter, this could also include a single mother with children. Group shelters are supervised at all hours that the residents are present.

Habitable(s) room means any room that meets adopted building code requirements for a habitable room, including minimum room proportions, minimum egress requirements, and minimum standards for lighting, ventilation, electricity, and public safety requirements.

II. Amend and add the following to the table in Section 28-71. - Permitted and conditional uses.

Use		Zoning Districts											
(135)	Resource centers	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
	<u>a.</u> Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.	C	C	C	C	C	C	P	P	P	P		
	<u>b.</u> <u>Resource center and with group and/or family shelter (see Section 28-5 for definition)</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>						

III. Add the following to the table under "Dwellings and other residential uses" in Section 28-100. - Off-street parking, loading, and access design standards.

Table of General Off-Street Parking Space Requirements			
Use	Range of Parking Spaces		
	Min.	Max.	Measurement
<i>Dwellings and other residential uses</i>			
<u>Resource center with group and/or family shelter</u>	<u>1.00</u>	<u>1.00</u>	<u>space for each 6 beds; plus</u>
	<u>1.00</u>	<u>1.00</u>	<u>Space per employee on maximum shift</u>

IV. Amend and add the following to Section 28-145. - Conditional uses. Subsection (d) *Additional development requirements for certain conditional uses.*

(15) *Resource Center ~~and-with~~ Group and/or Family Shelter.* To mitigate impacts in the vicinity of residential neighborhoods, the following conditions shall be met:

a. A minimum distance of 1,000 feet shall be maintained between all resource centers with group and/or family shelters as permitted and approved by this chapter.

b. A resource center with group and/or family shelter shall not be less than 500 feet from any religious institution, public or private school, or child daycare facility.

~~a-c.~~ Area of lot/parcel shall not be less than 0.75 acres (32,670 square-feet).

d. Building footprint of existing or new buildings shall not be less than 7,500 square-feet.

e. Site shall be within a reasonable walking distance of a public transportation (bus) stop.

~~b-f.~~ Accessory structure shall meet the standards and requirements of Section 28-120.

~~e-g.~~ A security and operations plan shall be submitted with the conditional use permit application. A security and operations plan shall include:

1. A complaint response program that identifies specific strategies and methods designed to maintain the premises in a clean and orderly condition, minimize potential conflicts with the owners/operators and uses of neighboring property, and prohibit unlawful behavior by occupants of the resource center ~~and-with~~ group and/or family shelter on the site or adjacent public right of way. The community relations and complaint response program shall include at least the following elements:

i. Identify a representative of the resource center and shelter, including the representative's name, telephone number, and email, who will meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center; and

ii. A dedicated twenty-four (24) hour telephone line for the purpose of receiving complaints; ;

2. A provision requiring a representative of the resource center and shelter to meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center; ,

3. All resource centers with group and/or family shelter(s) shall require residents participate in wrap-around services which involve individual case management;

4. A plan to maintain noise levels in compliance with Chapter 17, Article IV. of this code;

5. Design requirements that ensure any areas for queuing take place within the footprint of the principal building and will not occur on any public street or sidewalk;

6. Designation of a location for smoking tobacco outdoors in conformance with state laws;

7. A provision stating that any trash strewn on the premises be collected and deposited in a trash receptacle by six o'clock (6:00) A.M. the following day, including any smoking and parking lot areas; and

~~2-8.~~ A provision stating that portable trash receptacles on the premise be emptied daily and that other receptacles be emptied at a minimum of once per week or as needed.

~~d-h.~~ The building includes windows and doors in sufficient quantities and locations that allow

people inside the building to see all exterior areas of the site.

~~e.i.~~ Lighting, meeting the requirements of Section 28-109 of this Chapter, is shall be sufficient to illuminate building site, entrances, and access points from public streets and sidewalks to the building.

~~f.i.~~ Landscaping, meeting the requirements of Section 28-105 of this Chapter, is shall be arranged on the site in a manner that does not create hidden spaces or block sight lines between the building, public spaces, parking areas and landscaped areas.

~~g.k.~~ If the zoning district does not require a landscape buffer, the planning commission may establish a reasonable and appropriate landscape buffering requirements as a condition of approval.

~~h.l.~~ Parking area(s) are secured outside of daylight hours.

m. Maintenance

~~i.1.~~ The building and site are maintained free from graffiti, litter, garbage, and other items that constitute a nuisance.

~~j.2.~~ The building is maintained in good repair and all property damage is repaired in a timely manner.

~~k.3.~~ All fencing, walls, paving, walkways and other site features are maintained in good repair, and free from obstruction.

~~l.n.~~ A resource center and with group and/or family shelter, and attached or detached accessory structures, shall comply with all applicable building code and zoning ordinance regulations.

Resource Center with a Group and/or Family Shelter

DRAFT – March 28, 2024
REVISIONS – May 13, 2024

I. Add the following to Section 28-5. - Definitions.

Resource center with group and/or family shelter means a building with co-located supportive services such as, but not limited to, employment counseling, educational instruction, vocational training, temporary habitable rooms, bathing, eating, laundry facilities, and housing case management is provided to individuals, domestic family, or functional equivalent of a domestic family. A resource center with group and/or family shelter does not include alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.

Family shelter means a single family dwelling that shelters a family who are persons related by blood, marriage or adoption, or no more than four individuals occupying a dwelling unit who are committed to living together as a single housekeeping unit.

Group shelter means a structure or portion of a structure shelters multiple people of the same gender who are unrelated. In a women's shelter, this could also include a single mother with children. Group shelters are supervised at all hours that the residents are present.

Habitable(s) room means any room that meets adopted building code requirements for a habitable room, including minimum room proportions, minimum egress requirements, and minimum standards for lighting, ventilation, electricity, and public safety requirements.

II. Amend and add the following to the table in Section 28-71. - Permitted and conditional uses.

Use		Zoning Districts											
(135)	Resource centers	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
	a. Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.	C	C	C	C	C	C	P	P	P	P		
	b. Resource center and with group and/or family shelter (see Section 28-5 for definition)	C	C	C	C	C	C						

III. Add the following to the table under "*Dwellings and other residential uses*" in Section 28-100. - Off-street parking, loading, and access design standards.

Table of General Off-Street Parking Space Requirements			
Use	Range of Parking Spaces		
	Min.	Max.	Measurement
<i>Dwellings and other residential uses</i>			
Resource center with group and/or family shelter	1.00	1.00	space for each 6 beds; plus
	1.00	1.00	Space per employee on maximum shift

IV. Amend and add the following to Section 28-145. - Conditional uses. Subsection (d) *Additional development requirements for certain conditional uses.*

(15) *Resource Center with Group and/or Family Shelter.* To mitigate impacts in the vicinity of

residential neighborhoods, the following conditions shall be met:

- a. A minimum distance of 1,000 feet shall be maintained between all resource centers with group and/or family shelters as permitted and approved by this chapter.
- b. A resource center with group and/or family shelter shall not be less than 500 feet from any religious institution, public or private school, or child daycare facility.
- c. Area of lot/parcel shall not be less than 0.75 acres (32,670 square-feet).
- d. Building footprint of existing or new buildings shall not be less than 7,500 square-feet.
- e. Site shall be within a reasonable walking distance of a public transportation (bus) stop.
- f. Accessory structure shall meet the standards and requirements of Section 28-120.
- g. A security and operations plan shall be submitted with the conditional use permit application. A security and operations plan shall include:
 1. A complaint response program that identifies specific strategies and methods designed to maintain the premises in a clean and orderly condition, minimize potential conflicts with the owners/operators and uses of neighboring property, and prohibit unlawful behavior by occupants of the resource center with group and/or family shelter on the site or adjacent public right of way. The community relations and complaint response program shall include at least the following elements:
 - i. Identify a representative of the resource center and shelter, including the representative's name, telephone number, and email, who will meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center; and
 - ii. A dedicated twenty-four (24) hour telephone line for the purpose of receiving complaints.
 2. A provision requiring a representative of the resource center and shelter to meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center;
 3. All resource centers with group and/or family shelter(s) shall require residents participate in wrap-around services which involve individual case management;
 4. A plan to maintain noise levels in compliance with Chapter 17, Article IV. of this code;
 5. Design requirements that ensure any areas for queuing take place within the footprint of the principal building and will not occur on any public street or sidewalk;
 6. Designation of a location for smoking tobacco outdoors in conformance with state laws;
 7. A provision stating that any trash strewn on the premises be collected and deposited in a trash receptacle by six o'clock (6:00) A.M. the following day, including any smoking and parking lot areas; and
 8. A provision stating that portable trash receptacles on the premise be emptied daily and that other receptacles be emptied at a minimum of once per week or as needed.
- h. The building includes windows and doors in sufficient quantities and locations that allow people inside the building to see all exterior areas of the site.

-
- i. Lighting, meeting the requirements of Section 28-109 of this Chapter, shall be sufficient to illuminate building site, entrances, and access points from public streets and sidewalks to the building.
 - j. Landscaping, meeting the requirements of Section 28-105 of this Chapter, shall be arranged on the site in a manner that does not create hidden spaces or block sight lines between the building, public spaces, parking areas and landscaped areas.
 - k. If the zoning district does not require a landscape buffer, the planning commission may establish a reasonable and appropriate landscape buffering requirements as a condition of approval.
 - l. Parking area(s) are secured outside of daylight hours.
 - m. Maintenance
 - 1. The building and site are maintained free from graffiti, litter, garbage, and other items that constitute a nuisance.
 - 2. The building is maintained in good repair and all property damage is repaired in a timely manner.
 - 3. All fencing, walls, paving, walkways and other site features are maintained in good repair, and free from obstruction.
 - n. A resource center with group and/or family shelter, and attached or detached accessory structures, shall comply with all applicable building code and zoning ordinance regulations.

CITY OF JACKSON PLANNING COMMISSION NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the City of Jackson Planning Commission will hold a public hearing to consider a text amendments to Chapter 28 of the zoning ordinance.

Article I. – In General, Section 28-5. – Definitions. Add “Resource center with group and/or family shelter.”

Article III. – Zoning District Regulations, Section 28-71. – Permitted and conditional uses. Add “Resource center with group and/or family shelter” as a conditional use in the R-1 through R-4 and R-6 zoning districts.

Article IV. – Site and Building Design Standards, Section 28-100. – Off-street parking, loading, and access design standards, Subsection (c) (1) General off-street parking requirements. Add parking standards for “Resource center with group and/or family shelter” to table.

Article V. – Development Approval Procedures, Section 28-145. – Conditional uses, Subsection (d) Additional development requirements for certain conditional uses. Add (15) Resource center with group and/or family shelter.

YOU ARE FURTHER NOTIFIED that the City of Jackson will hear all oral and written objections and comments regarding the text amendment to Chapter 28 requests at:

**6:00PM on September 4, 2024 in
City Hall Council Chambers, 2nd Floor
161 W. Michigan Avenue
Jackson, MI 49201**

Reasonable accommodations for individuals with disabilities will be made if notification is received ten (10) days prior to the public hearing.

If you are interested in this request you may attend the public hearing or contact Chris Atkin at 517-768-6433 or catkin@cityofjackson.org with comments; written comments should be mailed to 161 W. Michigan Avenue, Jackson, MI. All comments and/or questions must be received no later than 5:00PM on September 4, 2024.

ORDINANCE NO. 2024-07

An ordinance amending Section 28-5 – Definitions; Section 28-71 – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145 – Conditional Uses to promote adaptive reuse of larger nonresidential vacant buildings.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance amendment to Chapter 28, to promote the reuse of vacant large nonresidential buildings.

Section 2.

That Chapter 28, Sections 28-5, 28-71, 28-100, and 28-145, Article I of the City of Jackson Code of Ordinances be amended to add the text as follows:

* * * * *

I. Add the following to Section 28-5. - Definitions.

Resource center with group and/or family shelter means a building with co-located supportive services such as, but not limited to, employment counseling, educational instruction, vocational training, temporary habitable rooms, bathing, eating, laundry facilities, and housing case management is provided to individuals, domestic family, or functional equivalent of a domestic family. A resource center with group and/or family shelter does not include alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.

Family shelter means a single family dwelling that shelters a family who are persons related by blood, marriage or adoption, or no more than four individuals occupying a dwelling unit who are committed to living together as a single housekeeping unit.

Group shelter means a structure or portion of a structure shelters multiple people of the same gender who are unrelated. In a women's shelter, this could also include a single mother with children. Group shelters are supervised at all hours that the residents are present.

Habitable(s) room means any room that meets adopted building code requirements for a habitable room, including minimum room proportions, minimum egress requirements, and minimum standards for lighting, ventilation, electricity, and public safety requirements.

II. Amend and add the following to the table in Section 28-71. - Permitted and conditional uses.

Use		Zoning Districts											
(135)	Resource centers	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
	a. Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.	C	C	C	C	C	C	P	P	P	P		
	b. Resource center and with group and/or family shelter (see Section 28-5 for definition)	C	C	C	C	C	C						

Table of General Off-Street Parking Space Requirements			
	Range of Parking Spaces		
	Min.	Max.	Measurement
<i>Dwellings and other residential uses</i>			
Resource center with group and/or family shelter	1.00	1.00	space for each 6 beds; plus
	1.00	1.00	Space per employee on maximum shift

III. Add the following to the table under "*Dwellings and other residential uses*" in Section 28-100. - Off- street parking, loading, and access design standards.

IV. Amend and add the following to Section 28-145. - Conditional uses. Subsection (d) *Additional development requirements for certain conditional uses.*

(15) *Resource Center with Group and/or Family Shelter.* To mitigate impacts in the vicinity of residential neighborhoods, the following conditions shall be met:

- a. A minimum distance of 1,000 feet shall be maintained between all resource centers with group and/or family shelters as permitted and approved by this chapter.
- b. A resource center with group and/or family shelter shall not be less than 500 feet from any religious institution, public or private school, or child daycare facility.
- c. Area of lot/parcel shall not be less than 0.75 acres (32,670 square-feet).
- d. Building footprint of existing or new buildings shall not be less than 7,500 square-feet.
- e. Site shall be within a reasonable walking distance of a public transportation (bus) stop.
- f. Accessory structure shall meet the standards and requirements of Section 28-120.
- g. A security and operations plan shall be submitted with the conditional use permit application. A security and operations plan shall include:

1. A complaint response program that identifies specific strategies and methods designed to maintain the premises in a clean and orderly condition, minimize potential conflicts with the owners/operators and uses of neighboring property, and prohibit unlawful behavior by occupants of the resource center with group and/or family shelter on the site or adjacent public right of way. The community relations and complaint response program shall include at least the following elements:

- i. Identify a representative of the resource center and shelter, including the representative's name, telephone number, and email, who will meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center; and
- ii. A dedicated twenty-four (24) hour telephone line for the purpose of receiving complaints.

2. A provision requiring a representative of the resource center and shelter to meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center;

3. All resource centers with group and/or family shelter(s) shall require residents participate in wrap-around services which involve individual case management;

4. A plan to maintain noise levels in compliance with Chapter 17, Article IV. of this code;

5. Design requirements that ensure any areas for queuing take place within the footprint of the principal building and will not occur on any public street or sidewalk;

6. Designation of a location for smoking tobacco outdoors in conformance with state laws;

-
7. A provision stating that any trash strewn on the premises be collected and deposited in a trash receptacle by six o'clock (6:00) A.M. the following day, including any smoking and parking lot areas; and
8. A provision stating that portable trash receptacles on the premise be emptied daily and that other receptacles be emptied at a minimum of once per week or as needed.
- h. The building includes windows and doors in sufficient quantities and locations that allow people inside the building to see all exterior areas of the site.
- i. Lighting, meeting the requirements of Section 28-109 of this Chapter, shall be sufficient to illuminate building site, entrances, and access points from public streets and sidewalks to the building.
- j. Landscaping, meeting the requirements of Section 28-105 of this Chapter, shall be arranged on the site in a manner that does not create hidden spaces or block sight lines between the building, public spaces, parking areas and landscaped areas.
- k. If the zoning district does not require a landscape buffer, the planning commission may establish a reasonable and appropriate landscape buffering requirements as a condition of approval.
- l. Parking area(s) are secured outside of daylight hours.
- m. Maintenance
1. The building and site are maintained free from graffiti, litter, garbage, and other items that constitute a nuisance.
 2. The building is maintained in good repair and all property damage is repaired in a timely manner.
 3. All fencing, walls, paving, walkways and other site features are maintained in good repair, and free from obstruction.
- n. A resource center with group and/or family shelter, and attached or detached accessory structures, shall comply with all applicable building code and zoning ordinance regulations.

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

The foregoing Ordinance No. 2024-07 was adopted by Jackson City Council on October 8, 2024 and a summary was published on October 13, 2024.

Andrea Muray, City Clerk

Daniel Mahoney, Mayor



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: October 8, 2024
SUBJECT: Contract Award for Signal Shop Maintenance.

Recommendation:

Approve the award of the Signal Shop Maintenance contract to J. Ranck Electric, Inc. of Mount Pleasant, Michigan for a term of two calendar years with two possible two-year extensions and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Troy White, City Engineer regarding the subject contract award.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: October 8, 2024

RECOMMENDATION: Approve the award of the Signal Shop Maintenance contract to J. Ranck Electric, Inc. of Mount Pleasant, Michigan for a term of two calendar years with two possible two-year extensions and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ISSUE STATEMENT

Engineering's Signal Shop is responsible for the maintenance of all non-MDOT controlled traffic signals in Jackson County as well as all City-owned street lights within the City of Jackson. This maintenance work includes standard housekeeping and upkeep activities as well as responding to malfunctions or damages resulting from inclement weather and traffic accidents. Since the retirement of the last City-employed licensed journeyman electrician, the Signal Shop has been staffed by contracted electricians. The current contract will expire at the end of the 2024 calendar year and a new contract is needed to ensure continuity in maintenance activities and an uninterrupted capability to respond to emergency situations regarding traffic signals and street lights.

DESCRIBE THE CONSEQUENCES

Ensuring the Signal Shop remains staffed by licensed journeyman electricians is essential to ensuring traffic control systems operate continuously and reliably for the safety of motorists and pedestrians. In addition to maintaining City-controlled signals within the City Limits, the Signal Shop also maintains, at each agency's cost, the signals controlled by Jackson County and the Villages of Concord, Grass Lake and Horton.

In addition to traffic signal maintenance, the Signal Shop also maintains City-owned street lights and downtown streetscape electrical outlets, marks MISSDIG calls and performs electrical repairs as needed in parking lots, parks and other facilities.

OWNERSHIP

Engineering manages the Signal Shop and its associated tasks. Since 2018, the Signal Shop has been staffed by licensed journeyman electricians provided by contract from J. Ranck

Electric, Inc. At that time of the initial contract, J. Ranck’s staff had recently completed the reconstruction of several of the signals within the City and was most familiar with the traffic signal systems the City was operating. The original intent was to use J. Ranck staff until such time that licensed journeyman electricians could be hired directly to operate the Signal Shop. Subsequent efforts to recruit direct hire electricians have been unsuccessful and Engineering has pivoted to recommending the use of contracted electricians to staff the Signal Shop.

As a result of the past six years of service, J. Ranck Electric staff is familiar with the City’s traffic signals, street lighting and downtown streetscape electrical systems and is uniquely qualified to continue staffing the Signal Shop. The primary J. Ranck electrician in the Signal Shop has become, in practice, an extension of City staff and is integrated into emergency response practices and provides assistance to departments beyond Engineering and the Signal Shop. For the sake of consistency, it is recommended that a contract with J. Ranck Electric be approved and service continue seamlessly.

SOLUTION

It is recommended that a General Services Contract for a term of two calendar years with two possible two-year extensions be awarded to J. Ranck Electric, Inc. in accordance with Section 15.0 of the City of Jackson Purchasing Manual. The following is the rate schedule for the proposed contract and subsequent extensions:

	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate	2028 Hourly Rate
Standard Hours	\$137.00	\$140.00	\$143.00	\$146.00
OT Hours	\$190.00	\$194.00	\$198.00	\$202.00
Weekly on-call stipend	\$150.00	\$150.00	\$150.00	\$150.00

The above rates include equipment costs. The rates for 2025 match those for 2024 without an increase. The increases for 2026, 2027 and 2028 each represent an increase of two percent over each previous year.

FACILITATE IMPLEMENTATION

Approve the award of the Signal Shop Maintenance contract to J. Ranck Electric, Inc. of Mount Pleasant, Michigan for a term of two calendar years with two possible two-year extensions and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 8, 2024

SUBJECT: Adopt a Resolution for an Agreement with the EPA – North Branch Transmission Water Main Replacement.

Recommendation:

Adopt a resolution to enter into an agreement with the United States Environmental Protection Agency (EPA) for construction to replace a portion of the North Branch Transmission Water Main and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, requesting adoption of the described resolution.

I recommend approval for adoption. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: October 8, 2024

RECOMMENDATION: Adopt a resolution to enter into an agreement with the United States Environmental Protection Agency (EPA) for construction to replace a portion of the North Branch Transmission Water Main and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has been awarded a Congressionally Mandated Projects grant in the amount of \$1,760,000 through the 2022 Consolidated Appropriations Act. The grant is to be administered through the United State Environmental Protection Agency (EPA). The attached Grant Agreement has been generated and approved by the assigned EPA Project Officer. Also attached is a resolution to approve the Grant Agreement and proceed with the expenditure of funds in accordance with the agreement's terms.

DESCRIBE THE CONSEQUENCES

The North Branch Transmission Water Main, a twenty-inch cast iron pipe that was constructed in 1926, is an arterial main within the water system that feeds a significant portion of the City north of the Grand River. Specifically, it feeds the east elevated water tank located at the intersection of Roberts and Tyson. This critical piece of the water system is beyond its planned service life and is in need of replacement to ensure long term safe and reliable service. The subject grant will fund, in part, its replacement between Cooper Street and East Avenue. Failure to utilize these grant funds will delay the much needed replacement and require the project to be locally funded when it is inevitably undertaken.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's infrastructure. The transmission water mains that supply water from the water treatment plant to the elevated water tanks and the neighborhoods have been identified as critical infrastructure in need of replacement to ensure uninterrupted and reliable water service in the long term. To this end, the subject grant was obtained to replace a portion of the North Branch Transmission Main.

The project will construct the replacement transmission main along the following route:

- Cooper Street from Michigan to Pearl
- Pearl Street from Cooper to Waterloo
- Waterloo Avenue from Pearl to Michigan
- Michigan Avenue from Waterloo to East Avenue
- East Avenue from Michigan to Plymouth

The project will include sanitary sewer, distribution water main and lead service line replacements along the transmission main route and street reconstruction on Pearl Street and East Avenue. It will also include sanitary sewer, distribution water main and lead service line replacements on Pearl Street between Columbus and Cooper.

The total estimated project costs are as follows:

\$ 2,610,000	Water Funds
\$ 2,226,000	Sewer Funds
\$ 1,760,000	EPA Grant
\$ 1,379,500	Local Street Funds
<u>\$ 608,500</u>	<u>Street Assessments</u>
\$ 8,584,000	Total Project Costs

SOLUTION

For construction to proceed, it is requested that City Council adopt the attached resolution to accept the grant agreement. This will allow EPA grant funding to be exercised and the project to replace a portion of the North Branch Transmission Main to move forward.

FACILITATE IMPLEMENTATION

Adopt a resolution to enter into an agreement with the United States Environmental Protection Agency (EPA) for construction to replace a portion of the North Branch Transmission Water Main and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering EPA Agreement ATT

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the North Branch Transmission Water Main, constructed of cast iron pipe in 1926, is beyond its planned service life and in need of replacement to ensure long term safe and reliable service; and

WHEREAS, the project has been awarded a federal Congressionally Mandated Projects grant through the 2022 Consolidated Appropriations Act in the amount of \$1,760,000 for the replacement of the North Branch Transmission Main between Cooper Street and East Avenue; and

WHEREAS, the agreement 00E03903 for this project has been prepared by the United States Environmental Protection Agency (EPA) and forwarded to the City of Jackson for approval; and

WHEREAS, the total estimated project cost is \$8,584,000 with the EPA grant being \$1,760,000 and the City share, to be paid for with Water, Sewer and Local Street funds, being \$6,824,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the replacement of the North Branch Transmission Water Main between Cooper Street and East Avenue and associated sanitary sewer, distribution water main and lead service replacements along a route that is Cooper Street from Michigan to Pearl, Pearl Street from Cooper to Waterloo, Waterloo Avenue from Pearl to Michigan, Michigan Avenue from Waterloo to East Avenue and East Avenue from Michigan to Plymouth; and

BE IT FURTHER RESOLVED that the City Council does approve entering into agreement 00E03903 with the EPA for the North Branch Transmission Water Main replacement from Cooper Street to East Avenue; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign agreement 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 8th day of October, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 8th day of October, 2024.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 00E03903 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 08/31/2024	
			TYPE OF ACTION New		MAILING DATE 09/05/2024
			PAYMENT METHOD: ASAP		ACH# 50071
			RECIPIENT TYPE: Municipal		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: Jackson, City of 161 W MICHIGAN AVE JACKSON, MI 49201-1315 EIN: 38-6004701			PAYEE: Jackson, City of 161 W. Michigan Jackson, MI 49201		
PROJECT MANAGER Troy White 161 W MICHIGAN AVENUE JACKSON, MI 49201-1305 Email: twhite@cityofjackson.org Phone: 517-768-6075		EPA PROJECT OFFICER Andrew Tracy 77 W Jackson Blvd, WS-15J Chicago, IL 60604 Email: Tracy.Andrew@epa.gov Phone: 312-353-6959		EPA GRANT SPECIALIST Seema Rao Mission Support Division, MA-10J 77 W Jackson Blvd Chicago, IL 60604 Email: rao.seema@epa.gov Phone: 312-886-6201	
PROJECT TITLE AND DESCRIPTION City of Jackson - Pearl Loop Water Transmission Main This agreement provides funding to the City of Jackson, Michigan, to implement its project to install new water mains as directed in the 2022 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project. The activities to be performed are the replacement of aging transmission main with a new 16-inch ductile iron transmission main along a new alignment to not jeopardize the existing main and be wholly within existing street right of ways. The anticipated deliverables are 3,600 feet of new 16-inch ductile iron transmission mains, which are expected to lead to more reliable safe drinking water for the people of Jackson, Michigan. The outcomes of this project are a new transmission main that will help ensure safe drinking water, a more reliable transmission system and better access for future maintenance. The intended beneficiaries are the people of the City of Jackson as well as the people of the neighboring Blackman Township, who are also serviced by this water main. No subawards are included in this assistance agreement.					
BUDGET PERIOD 04/28/2025 - 09/17/2027	PROJECT PERIOD 04/28/2025 - 09/17/2027	TOTAL BUDGET PERIOD COST \$ 2,510,000.00	TOTAL PROJECT PERIOD COST \$ 2,510,000.00		
NOTICE OF AWARD Based on your Application dated 07/19/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,760,000.00. EPA agrees to cost-share 70.12% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,760,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Water Division, W-15J R5 - Region 5 77 W Jackson Blvd Chicago, IL 60604			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official for Sheila Dolan by Karen Sykes - Award Official Delegate				DATE 08/31/2024	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 1,760,000	\$ 1,760,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 750,000	\$ 750,000
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 2,510,000	\$ 2,510,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2022 Consolidated Appropriations Act (PL 117-103) 2024 Consolidated Appropriations Act (PL118-42)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2405PKX077	23	E5C	0522DCW	000B81	4192	-	-	\$ 1,760,000
									\$ 1,760,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 2,510,000
8. Other	\$ 0
9. Total Direct Charges	\$ 2,510,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>29.88</u> % Federal <u>70.12</u> %)	\$ 2,510,000
12. Total Approved Assistance Amount	\$ 1,760,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,760,000
15. Total EPA Amount Awarded To Date	\$ 1,760,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and rao.seema@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and **Seema Rao at rao.seema@epa.gov**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Andrew Tracy at tracy.andrew@epa.gov and Seema Rao at rao.seema@epa.gov**
- Payment requests (if applicable): **Andrew Tracy at tracy.andrew@epa.gov**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Andrew Tracy at tracy.andrew@epa.gov**.

M. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for 70.12% of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: • meet the requirements in 2 CFR 200.430(i) for producing accurate information regarding actual hours an employee worked performing the EPA agreement. • reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also	

reflect non-working hours used during the pay period. • be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed • contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	• Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	• A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	• A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – either an approved indirect cost rate agreement covering the period for the indirect costs being claimed, or otherwise approved to use the 10% de minimis rate. See the General Terms and Conditions for additional information.	• A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• listing of trips taken, trip dates, location, purpose, and actual costs incurred. • copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other

	authorized official that the trip took place. • copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.	• copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
6. SUPPLIES	• invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order. • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
7. CONTRACTUALThe contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the project officer. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10	• documents showing quotes or bid announcements as required. • evidence of the selection decision and a cost and price analysis • copy of contractor invoices
8. CONSTRUCTIONThis category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.	• documents showing quotes or bid announcements as applicable. • evidence of the selection decision and a cost and price analysis • copy of contractor and vendor invoices
9. OTHERIf subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward	• invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are: • copies of procurement requests • copy of

agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	vendor invoices• quotes or bid announcements as required• documentation of participant support cost payments approved in the budget• cost Calculations/Allocations of shared costs like rent, utilities, etc.
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Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reporting ([2 CFR 200.329](#))

The recipient agrees to submit performance reports to the EPA Project Officer **on a semi-annual basis, no later than April 30 and October 30 of each year**. The final performance report must be submitted no later than 120 calendar days after the period of performance end date.

Performance reports must relate financial data and accomplishments to performance goals and objectives; include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and formation of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B. Project changes

The recipient must obtain written EPA approval before implementing changes which alter the project performance standards; change the scope or objectives of the project or substantially alter the design of the project; transfer funds between construction and non-construction budget categories; significantly delay or accelerate the project schedule; substantially alter the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project.

C. Right of Access ([2 CFR 200.337](#))

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

• Procurement Document Submission

1. With the exception of projects that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over \$250,000 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records.
 - (a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids, scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.
 - (b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid

package of the lowest responsive, responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the MBE/WBE proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements, including [40 U.S.C. 1101 et seq. \(the Brooks Act\)](#) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#).

(2) Recipients that qualify for the procurement flexibilities discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract.

(3) All recipients, to include those that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D. Procurement

The FY 2024 Consolidated Appropriations Act (P.L. 118-42), which was signed into law on March 9, 2024, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

(a) Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to March 9, 2024; and
- complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts were entered into. The contract will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(a)(1) Contract Amendments after March 9, 2024, and FY 2024 Procurement Flexibility

Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract

modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after March 9, 2024, if the recipient has:

- (i) procured services or products through contracts entered into prior to March 9, 2024;
- (ii) entered into said contracts in compliance with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and
- (iii) complied with state and/or local laws relating to contract amendments as applicable.

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, and contract amendments after that date, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts were entered into. The contracts and contract amendments will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts and amendments with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will: (i) perform a cost or price analysis; and (ii) negotiate profit as a separate element of the price for each contract amendment in all cases where cost analysis is performed.

(b) All other recipients who do not qualify for the procurement flexibilities discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: [40 U.S.C. 1101 et seq. \(the Brooks Act\)](#) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#). This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) All recipients, to include those that qualify for the procurement flexibilities discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes, under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: (i) by including this requirement in

agreements; and (ii) during subrecipient monitoring deemed necessary by the recipient under [2 CFR 200.332\(d\)](#), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117-328), and FY 2024 Consolidated Appropriations Act (Pub. Law 118-42) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grantee receiving a Community Grant. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable. Recipients must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32. In this regard, to increase public awareness of projects serving communities where English is not the predominant language, EPA encourages recipients to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard signage

- Posters or wall signage in a public building or location
 - Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community

- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at https://www.epa.gov/sites/default/files/2015-01/documents/epa_logo_seal_specifications_for_infrastructure_grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication; contact information can be found at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo#download>.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be

held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online "signage" should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community
- Project was wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA’s Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

G. Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA’s [Community Grants Program Final Implementation Guidance](#). For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

I. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement. Based on the directive Congressional language in the FY 2022, FY 2023, and FY 2024 Consolidated Appropriations Acts’ (i.e., “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section”), AIS requirements apply to this award agreement.

(a) *Definitions.* As used in this award term and condition—

(1) “iron and steel products” mean the following products made primarily of iron or steel, where “primarily” means 50% or greater iron/steel, measured by materials costs: lined or unlined pipes and fittings, manhole covers

and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and ferrous construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. "Produced in the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron and/or steel, ;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act

This term and condition supplements the “Build America, Buy America” term and condition included in EPA's [General Terms and Conditions](#).

(a) Definitions.

As used in this award term and condition —

(1) “Build America, Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

(2) “Infrastructure” encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

(3) “Infrastructure Project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) all construction materials are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- fiber optic cable (including drop cable);
- optical fiber;
- glass (including optic glass);

- lumber;
- drywall; and
- engineered wood.

(4) The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02-.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

- i. The Federal Award Identification Number (FAIN);
- ii. Location and description of the project;
- iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
- iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
- v. Project schedule including earliest targeted installation dates of items requested to be waived;
- vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
- vii. Recipient's Unique Entity Identifier (UEI);
- vii. Anticipated impact if no waiver is issued; and
- viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and

nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an [existing waiver](#) (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

(2) If the recipient seeks coverage under an existing general applicability [BABA waiver](#), the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

K. Environmental Review

In accordance with the requirements of the National Environmental Policy Act, EPA has issued a categorical exclusion for this project in accordance with provisions in [40 CFR Part 6](#). If EPA determines that a categorical exclusion is not appropriate for this project, the recipient agrees to submit information necessary for EPA to prepare an Environmental Assessment and issue a Finding of No Significant Impact. If the scope of the project changes, the recipient understands that additional environmental review may be necessary.

L. Davis-Bacon Labor Standards

1. Program Applicability

- a. Program Name: Community Grants Program
- b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328); and
- Consolidated Appropriations Act, 2024 (P.L. 118-42)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities:** Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities:** Any construction project carried out in whole or part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.

- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project (s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

[Davis-Bacon and Related Acts \(DBRA\)](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

- i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
- ii. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

b. After Award of Contract:

- ii. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
- iii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

- b. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

- 5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 8, 2024

SUBJECT: Request to adopt a resolution of support for the 2026-2029 Transportation Improvement Plan (TIP).

Recommendation:

Adopt a resolution of support for the inclusion of listed streets in the 2026-2029 Transportation Improvement Plan (TIP) and accept the requirement that the City pay the local match for the selected projects.

Attached is a report and resolution from Troy White, City Engineer, regarding adoption of a resolution of support 2026-2029 TIP projects as outlined in the report.

I recommend adoption of the resolution. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: October 8, 2024

RECOMMENDATION: Adopt a resolution of support for the inclusion of listed streets in the 2026-2029 Transportation Improvement Plan (TIP) and accept the requirement that the City pay the local match for the selected projects.

ISSUE STATEMENT

To comply with the current Federal Road Funding Act, the Transportation Improvement Plan (TIP) is prepared every four years. As part of the process, Region 2 Planning Commission (R2PC), the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area, has requested that local agencies requesting federal funding obtain a resolution of support from their governing bodies. The resolution for the City of Jackson's list of projects for fiscal year 2026-2029 TIP is attached.

DESCRIBE THE CONSEQUENCES

The inclusion of major street construction projects in the TIP is an opportunity to utilize federal grant funding to improve the condition of the City's street network. Federal grant funds pay for up to 80% of the contract construction costs for each project. The remainder of the contract construction costs as well as all engineering costs must be paid for by the grantee agency.

OWNERSHIP

The MPO has an estimated \$8,697,000 of federal funds for the four year TIP. On August 29, 2024, City Engineering met with R2PC, Jackson County Department of Transportation and Jackson Area Transit Authority to select projects to fit within the federal funding amounts for each year. The projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows.

SOLUTION

The following are those street reconstruction and rehabilitation projects within the City of Jackson that have been selected for inclusion in the 2026-2029 TIP:

FY	Location	Limits	Project Type	Federal Grant	City Match
2026	Ganson Street	Elm to City limits	Mill and Resurface	\$506,400	\$185,600
2027	Morrell Street	Brown to Bowen	Street Reconstruction	\$879,200	\$219,800
2027	Fourth Street	at Morrell	Signal Modernization	\$265,000	\$189,000
2028	Morrell Street	Bowen to West	Street Reconstruction	\$532,000	\$133,000
2029	Washington Avenue	Park Place to Elm	Street Reconstruction	\$1,138,400	\$284,600
2029	First Street	at Morrell	Signal Modernization	\$277,000	\$191,000
			TOTAL	\$3,598,000	\$1,203,000

FACILITATE IMPLEMENTATION

Adopt a resolution of support for the inclusion of listed streets in the 2026-2029 Transportation Improvement Plan (TIP) and accept the requirement that the City pay the local match for the selected projects.

ATTACHMENTS

1. RESOLUTION for Proposed TIP Projects 2026-2029

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Region 2 Planning Commission, being the Metropolitan Planning Organization for the Jackson Urbanized Area, has called for projects for the Transportation Improvement Plan for fiscal years 2026–2029; and

WHEREAS, the Metropolitan Planning Organization, through the Jackson Area Comprehensive Transportation Study, has an estimated \$8,697,000 in federal funds for the four year Transportation Improvement Plan for the local agencies; and

WHEREAS, City Engineering met on August 29, 2024, with Region 2 Planning Commission, Jackson County Department of Transportation and Jackson Area Transportation Authority to select projects to fit within the Federal Funding per year; and

WHEREAS, projects are selected based on construction cost only with Federal Funds paying a maximum of 80% of the cost and City Funds paying the remainder of the cost; and

WHEREAS, projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows:

FY 2026 Ganson Street: Elm to east City Limits

PASER=3, Curb=Good, ADT=7,358, length=0.498 mi

Proposed Work: Mill and asphalt resurface with curb and sidewalk repairs.

Estimated Construction Cost = \$692,000 with Federal Portion = \$506,400

FY 2027 Morrell Street: Brown to Bowen

PASER=3, Curb=Good, ADT=7,798, length=0.311 mi

Proposed Work: Full depth pavement reconstruction with curb and sidewalk repairs

Estimated Construction Cost = \$1,099,000 with Federal Portion = \$879,200

FY 2027 Fourth Street at Morrell Street

PASER=3, Curb=Good, ADT=5,147, length=0.000 mi

Proposed Work: Signal modernization

Estimated Construction Cost = \$454,000 with Federal Portion = \$265,000

FY 2028 Morrell Street: Bowen to West

PASER=3, Curb=Good, ADT=5,731, length=0.187 mi

Proposed Work: Full depth pavement reconstruction with curb and sidewalk repairs

Estimated Construction Cost = \$665,000 with Federal Portion = \$532,000

FY 2029 Washington Avenue: Park Place to Elm

PASER=2, Curb=Poor and None, ADT=3,833, length=0.582 mi

Proposed Work: Full depth pavement reconstruction with infill curb and sidewalk construction

Estimated Construction Cost = \$1,423,000 with Federal Portion = \$1,138,400

FY 2029 First Street at Morrell Street

PASER=3, Curb=Good, ADT=5,147, length=0.000 mi

Proposed Work: Signal modernization

Estimated Construction Cost = \$468,700 with Federal Portion = \$277,000

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the street list as selected for inclusion in the 2026-2029 Transportation Improvement Plan; and

BE IT FURTHER RESOLVED that the City Council approves the local match and is willing to pay the local match for the selected projects.

* * * *

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 8th day of October, 2024.

IN WITNESS WHEREOF, I have hereto
affixed my signature and the Seal of the City of
Jackson, Michigan, on this 8th day of October,
2024

Daniel Mahoney, Mayor

Andrea Muray, City Clerk



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 8, 2024

SUBJECT: Resolution for Approval of a Contract with MDOT for Lansing Avenue – Traffic Signal Modernizations and Safety Enhancement Signing.

Recommendation:

Adopt a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal modernizations and safety enhancement signing along the Lansing Avenue Corridor between Ganson Street and Monroe Street and at the intersection of Jackson Street with Ganson Street and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Troy White, City Engineer requesting adoption of a resolution for an MDOT contract for the subject project.

I recommend adoption of the resolution. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: October 8, 2024

RECOMMENDATION: Adopt a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal modernizations and safety enhancement signing along the Lansing Avenue Corridor between Ganson Street and Monroe Street and at the intersection of Jackson Street with Ganson Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has secured Local Safety Program grants with the Michigan Department of Transportation (MDOT) to modernize traffic signals to meet current standards at the following intersections:

- Jackson Street and Ganson Street
- Lansing Avenue at Clinton Road
- Lansing Avenue at Ganson Street
- Lansing Avenue at Monroe Street
- Lansing Avenue at North Street

Funding was included in the grants for signing upgrades to provide safety enhancements for pedestrian crossings at the following intersections:

- Clinton Road at Hill Street
- Clinton Road at Monroe Street
- Lansing Avenue at Steward Avenue
- North Street at Backus Street

DESCRIBE THE CONSEQUENCES

The existing signals are antiquated equipment with signals hung from diagonal span wires. The existing signals also lack pedestrian signals. If the contract is not approved and the work is deferred, the signals will continue to age and deteriorate. The subject project will upgrade all signals to be mast arm hung box span type with pedestrian signals and upgraded sidewalk ramps to comply with Americans with Disabilities Act (ADA) requirements.

The Local Safety Program grant will pay for 75% of the costs for the traffic signal modernizations and signing enhancements. The subject traffic signals have already aged beyond their service life expectancy and no longer meet current standards. Therefore, they need to be upgraded either now or in the future. By doing the project now, the grant funds will cover most of the cost and therefore reduce the cost that the City will have to pay if the project is deferred.

OWNERSHIP

Engineering is responsible for capital improvement projects to the City’s infrastructure and the maintenance of traffic signals. Therefore, Engineering identified the Local Safety Program grant opportunity as a way the fund the much needed signal modernizations, made the application and secured the grant funding.

SOLUTION

For the grant funding to be expended and the signal modernization project to be constructed, the attached resolution to enter into a contract with MDOT must be adopted by City Council and the Mayor and Clerk authorized to sign.

FACILITATE IMPLEMENTATION

Adopt a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal modernizations and safety enhancement signing along the Lansing Avenue Corridor between Ganson Street and Monroe Street and at the intersection of Jackson Street with Ganson Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

- 1. Engineering Res MDOT Lansing Ave ATT

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the traffic signals on Lansing Avenue from Ganson Street to Monroe Street and at the intersection of Ganson Street and Jackson Street are in need of modernization; and

WHEREAS, a project to modernize these signals has been developed through the Michigan Department of Transportation to utilize Local Safety Program grant funds; and

WHEREAS, the project is broken down into four parts:

Part A – signal modernization on Lansing Avenue at Clinton and at Monroe with non-motorized improvements at the intersections of Backus at North, Backus at Clinton and Clinton at Monroe as well as pavement markings for the reduction of Lansing Avenue from four lanes to three,

Part B - coating for Part A poles and mast arms,

Part C – signal modernization on Lansing Avenue at Ganson and at North and at the intersection of Jackson Street and Ganson Street and

Part D - coating for Part C poles and mast arms.

WHEREAS, the project has received federal funding for 80% for Parts A and C to a maximum of \$538,606.40 of Part A \$545,758.40 for Part C; and

WHEREAS, the cost-participation agreement and contract number 24-5370 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$1,346,000.00 with the federal share being \$1,025,006.40 and the City share being \$320,993.60.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the modernization of the signals on Lansing Avenue from Ganson to Monroe and at the intersection of Jackson Street and Ganson Street and associated pedestrian safely signing and lane reduction pavement markings; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 24-5370 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 8th day of October, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 8th day of October, 2024.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

VRU, HSIP

DA

Control Section	VRU 38000; HSIP 38000
Job Number	218256CON; 218279CON
Project	24A0768; 24A0769
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5370

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated August 23, 2024, attached hereto and made a part hereof:

PART A – VRU 38000; JOB #218256CON - FEDERAL PARTICIPATION

Traffic signal and concrete sidewalk replacement along Lansing Avenue at Clinton Road/Hill Street and Monroe Street, non-motorized improvements along Clinton Road at Backus Street, North Street at Backus Street and along Clinton Road at Monroe Street; 4-to-3 lane conversion along Lansing Avenue from North Street to Hill Street; including hand patching, concrete curb and gutter, sidewalk and curb ramps, permanent signing, pavement markings; lighting, pedestrian pushbuttons, mast arms, backplates and optical priority system; and all together with necessary related work.

PART B – VRU 38000; JOB #218256CON – NO FEDERAL PARTICIPATION

Galvanized support structure coating along the limits as described in PART A; and all together with necessary related work.

PART C – HSIP 38000; JOB #218279CON - FEDERAL PARTICIPATION

Traffic signal and concrete sidewalk replacement along Lansing Avenue at North Street, Steward Avenue and Ganson Street, and along Jackson Street at Ganson Street; including hand patching, concrete curb and gutter, sidewalk and curb ramps, permanent signing, pavement markings; lighting, pedestrian pushbuttons, mast arms, backplates, wireless vehicle detection system and optical priority system; and all together with necessary related work.

PART D – HSIP 38000; JOB #218279CON – NO FEDERAL PARTICIPATION

Galvanized support structure coating along the limits as described in PART C; and all together with necessary related work.

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WITNESSETH:

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

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

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

HIGHWAY SAFETY IMPROVEMENT PROGRAM
VULNERABLE ROAD USER

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

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

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

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

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

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

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

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

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

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

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

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Vulnerable Road User Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$538,606.40, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

PART C

Federal Vulnerable Road User Funds in combination with Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART C

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portion of the PROJECT COST up to the lesser of: (1) \$545,758.40, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Vulnerable Road User Funds used first and limited to \$28,373.42. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART D

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

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

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

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that 09/06/90 STPLS.FOR 8/27/24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



August 23, 2024

EXHIBIT I

CONTROL SECTION	VRU 38000; HSIP 38000
JOB NUMBER	218256CON; 218279CON
PROJECT	24A0768; 24A0769

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>PART D</u>	<u>TOTAL</u>
Estimated Cost	\$721,000.00	\$8,500.00	\$608,000.00	\$8,500.00	\$1,346,000.00

COST PARTICIPATION

GRAND TOTAL					
ESTIMATED COST	\$721,000.00	\$8,500.00	\$608,000.00	\$8,500.00	\$1,346,000.00
Less Federal					
Funds*	<u>\$538,606.40</u>	<u>\$ 0.00</u>	<u>\$486,400.00</u>	<u>\$ 0.00</u>	<u>\$1,025,006.40</u>
BALANCE					
(REQUESTING					
PARTY'S SHARE)	\$182,393.60	\$8,500.00	\$121,600.00	\$8,500.00	\$ 320,993.60

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

NO DEPOSIT

09/06/90 STPLS.FOR 8/27/24

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 8, 2024

SUBJECT: First Reading of Ordinance No. 2024-_____ to Separate the Position of Director of Police and Fire Services into Two Positions

Recommendation:

Recommend approval of separating the Director of Police and Fire Services into a Police and Fire Chief, as well as the applicable ordinance changes and move to second reading. In addition, authorize the City Manager to make the necessary administrative changes to the City's Personnel Policy and/or job classifications in accordance with the amendments.

The attached information from Director Hitt outlines the rationale for separating the position and duties from Director of Police and Fire Services to individual positions of Police Chief and Fire Chief.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Public Safety Director

DATE: October 8, 2024

RECOMMENDATION: Separation of the Director of Police and Fire Services into Police Chief and Fire Chief and amending applicable City Ordinances as edited by the City Attorney

ISSUE STATEMENT

The Director of Police and Fire Services was originally created as a temporary position in 2010, when then Police Chief Matthew Heins was assigned to the role. This came at a time when significant budget cuts were necessary as a result of the Great Recession. Both the police and fire department experienced layoffs and an overall reduction in staffing. Despite what was originally described as a temporary position, in 2012 the position was codified in city ordinance. Although not back at the former staffing numbers, both departments have made great strides. It is now time to revert back to the structure of having a Police Chief and a Fire Chief oversee the departments.

DESCRIBE THE CONSEQUENCES

Eliminating the Director of Police and Fire Services and reverting back to a separate Police Chief and Fire Chief has many advantages. One significant advantage is that it increases both the quantity and quality of the applicant pool should the need for an external hiring process arise for either of the positions. A second advantage is creating for a more seamless merger should an opportunity present itself. Lastly, the quality of service to the public will in no way be diminished through the change and quite frankly, will be improved by professional leaders dedicated to improving public safety in their respective discipline.

OWNERSHIP

The need for the change is long overdue and now is the time. Both departments have worked hard at getting to a point of making the transition back and currently sit in a position to make it happen. Leaders of the police and fire department both fully support this change and truly believe it is the right thing to do in the best interest of the citizens served.

SOLUTION

As Council is likely aware, there are a variety of statutory and administrative responsibilities set forth in the City Code for both the police and fire departments. These involve not only the respective departments' day-to-day operations, but additional responsibilities under the housing code; review of city marihuana licenses; oversight and review of various applications and permits issued by the City; and traffic and motor vehicle restrictions. The proposed amendments not only seek to bifurcate the existing role of Director of Police and Fire Services into two separate positions each with the respective authority over their department, but to further clarify the various duties and responsibilities of each under the City Code. All fire code-related matters will now be directly overseen by the fire chief, and all law enforcement duties overseen by the police chief. It is further requested, in accordance with Sec. 9.10 of the City Charter, that the proposed ordinance revisions go into effect as of January 1, 2025.

FACILITATE IMPLEMENTATION

Adopt for first reading the proposed amendments to the City Code of Ordinances separating the Director of Police and Fire Services into two separate positions of Police Chief and Fire Chief and to delineate the responsibilities of those respective positions; and to further authorize the City Manager to make the necessary administrative changes to the City's personnel policy and/or job classifications in accordance with the amendments.

ATTACHMENTS

1. 10-08-24 - Ordinance Revisions

ORDINANCE NO. 2024-_____

An Ordinance amending the City of Jackson Code of Ordinances to separate the position of the Director of Police and Fire Services into two separate positions of Police Chief and Fire Chief.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance amending the City of Jackson Code of Ordinances to separate the position of the Director of Police and Fire Services into two separate positions of Police Chief and Fire Chief and to delineate the responsibilities of those respective positions.

Section 2. That the following Chapters and Sections of the City of Jackson Code of Ordinances be amended as follows:

Chapter 1 – GENERAL PROVISIONS, Sec. 1-2, shall be amended to read as follows:

Sec. 1-2. Definitions and rules of construction.

In the construction of this Code and of all ordinances of the city, the following definitions and rules of construction shall be observed, unless they are inconsistent with the intent of the council or the context clearly requires otherwise:

Charter. The word "Charter" shall mean the Charter of the City of Jackson, Michigan, adopted November 3, 1914, and shall include any amendment to such Charter.

City. The word "city" shall denote the City of Jackson, Michigan.

City council. The words "city council" and "commission" shall mean the Council of the City of Jackson, Michigan.

Code. The expressions "Code" or "this Code" shall mean the Code of Ordinances, City of Jackson, Michigan, as designated in section 1-1, and as hereinafter modified by amendment, revision and by the adoption of new chapters, articles, divisions or sections.

Computation of time. The time within which an act is to be done, as provided in this Code or in any order issued pursuant to this Code, when expressed in days, shall be computed by excluding the first day and including the last, except that if the last day is Sunday or a legal holiday it shall be excluded; and when the time is expressed in hours, the whole of Sunday or a legal holiday, from midnight to midnight, shall be excluded.

County. The term "the county" or "this county" shall mean the County of Jackson in the State of Michigan.

~~*Director of police and fire services.* Director of police and fire services shall be the person designated by the city manager to be in charge of the department of police and fire services, which shall include a police division and a fire division. Wherever the term "chief of police," or "police chief," or "fire chief" is used in this Code, it shall mean the director of police and fire services or his/her designee.~~

Gender. Words denoting the masculine gender shall be deemed to include the feminine and neuter genders.

General terms. A general term following a specific enumeration of terms is not to be limited to the class enumerated unless expressly so limited.

Joint authority. All words purporting to give joint authority to three (3) or more public officers or other persons, shall be construed as giving such authority to a majority of such officers or other persons unless it is otherwise expressly declared in the ordinance granting the authority.

MCL, MSA. The abbreviations "MCL" and "MSA" refer to the Michigan Compiled Laws and Michigan Statutes Annotated respectively, as amended.

Month. The word "month" shall mean a calendar month.

Number. Words in the singular shall include the plural, and words in the plural shall include the singular.

Officer, employee, department, board, commission or other agency. Whenever any officer, employee, department, board, commission, or other agency is referred to by title only, such reference shall be construed as if followed by the words "of the City of Jackson, Michigan." Whenever, by the provisions of this Code, any officer, employee, department, board, commission or other city agency of the city is assigned any duty or empowered to perform any act or duty, reference to such officer, employee, department, board, commission or agency shall mean and include such officer, employee, department, board, commission or agency, or any deputy or authorized subordinate.

Person. The word "person" and its derivatives and the word "whoever" shall include a natural person, partnership, association, legal entity or a corporate body or any body of persons corporate or incorporate. Whenever used in any clause prescribing and imposing a penalty, the term "person" or "whoever" as applied to any unincorporated entity, shall mean the partners or members thereof, and as applied to corporations, the officers thereof.

Shall/may. Whenever the word "shall" appears in this Code it shall be considered mandatory and not directory, except as otherwise provided. "May" is permissive.

State. The term "the state" or "this state" shall be construed to mean the State of Michigan.

Tense. Words used in the present or past tense include the future as well as the present and past.

Chapter 2 – ADMINISTRATION, Sec. 2-1, Sec. 2-7, and Sec. 2-8 shall be amended to read as follows:

Sec. 2-1. Administrative service.

The administrative service of the city shall be under the overall supervision and direction of the city manager, except as otherwise provided by the Charter, and shall be divided into the following offices and departments, each of which shall be the responsibility of the department head listed opposite each department:

Office or Department	Official Head
Office of Clerk	City Clerk
Office of Assessor	City Assessor
Department of Finance	Director of Finance
Office of Treasurer/Income Tax Administrator	City Treasurer/Income Tax Administrator
Police Department of Police and Fire Services	Director of Police Chief and Fire Services
Department of Public Works	Director of Public Works
Department of Parks, Recreation and Grounds	Director of Parks, Recreation and Grounds
Community Development Department	Director of Community Development
Office of City Attorney	City Attorney
<u>Fire Department</u>	<u>Fire Chief</u>

Sec. 2-7. Police department.

The police department is hereby created, and shall be headed by the ~~police chief~~~~chief of police~~, who shall be the commanding officer of the police force. The ~~police~~ chief shall direct the work of the police department, and shall be responsible for law enforcement within the city.

Sec. 2-8. Fire Department of police and fire services.

The ~~fire~~ department ~~of police and fire services~~ is hereby created, and shall be headed by the ~~fire chief~~~~director of police and fire services~~, who shall be the commanding officer of the ~~both the fire and police divisions within the~~ department. The ~~fire chief~~ ~~director~~ shall direct the work of the ~~police and fire services~~ department, and shall be responsible, ~~along with the deputy chief of police and deputy fire chief~~, for ~~law enforcement~~, fire prevention and fire suppression, as well as all other fire or rescue-related work assigned by the city manager.

Chapter 10 – FIRE PREVENTION AND PROTECTION, Sec. 10-27, Sec. 10-29, and Sec. 10-53 and Sec. 10-55 shall be amended to read as follows:

Sec. 10-27. ~~Fire Chief~~~~Director of police and fire services.~~

The fire ~~division~~ ~~department~~ shall be headed by the ~~fire chief~~ ~~director of police and fire services or his designee ("director")~~ and shall be charged with the prevention and extinguishment of fires, the protection of life and property against fire, the removal of fire hazards, the performance of other public services of an emergency nature assigned to it, and the conducting of an educational fire prevention program.

(Ord. No. 2016-13, § 2, 6-28-16)

Sec. 10-29. Division rules.

The ~~fire chief~~~~director of police and fire services~~ shall adopt rules and regulations for the government of the fire division, subject to the approval of the city manager, and may change and repeal the same upon notice to and approval by the city manager. Such rules and regulations shall designate the chain of command for the fire ~~division~~ ~~department~~, so that in the absence or

disability of the ~~fire chief~~~~director~~ or any officer of the fire ~~division~~ department, the responsibility for the operation of the division shall immediately and automatically be vested in the next ranking officer or member of the ~~division~~ department on duty at the time of a fire.

Sec. 10-53. Amendments, deletions and additions.

The following sections and subsections of the ICC, 2015 International Fire Code, are hereby amended or deleted as set forth, and additional sections and subsections are added as indicated. Subsequent section numbers used in this section shall refer to the like-numbered sections of such fire prevention code.

Sec. 101.1. The following portions of Section 101.1 are amended to provide as follows:

Title. These regulations shall be known as the Fire Prevention Code of the City of Jackson, hereinafter referred to as "this Code".

Sec. 108.1. The following portions of Section 108.1 are amended to provide as follows:

Application for appeal. Whenever the ~~director~~ fire chief shall disapprove of an application or refuse to grant a permit hereunder, or when it is claimed the provisions of this code do not apply or the true intent of the code has been misinterpreted, the applicant may appeal in writing to the City of Jackson Building Code Board of Examiners and Appeals (the "Board") within thirty (30) days from the date of the disapproval of the application or refusal to grant a permit.

Section 108.3 is deleted in its entirety.

Sec. 109.3. Notice of Violation. The following portions of Section 109.3 are amended to provide as follows:

Violation Penalties. Person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or by imprisonment not exceeding 90 days, or both such fine or imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 113.1. Fees. The following portions of Section 113.1 are amended to provide as follows:

Fees. A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. Fees shall be set by Resolution of the City Council.

Sections 307, 308, 309, 310, 311, 312, 313, and 314. Outdoor burning. The following portions of Sections 307, 308, 309, 310, 311, 312, 313, and 314 are amended to provide as follows:

307.1 This section applies to all outdoor burning and open burning within the City of Jackson.

307.2 Definitions.

307.2.1 Clean wood means seasoned, dry, and natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives, and does not contain resins or glues as in plywood or other composite wood products.

307.2.2 Construction and demolition waste means building waste materials, including but not limited to waste shingles, insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or industrial building, or other structure.

307.2.3 Manufactured gas fire device means a manufactured gas burning device used for outdoor recreation and/or heating.

307.2.4 Open burning means kindling or maintaining a fire where the products of combustion are emitted into the ambient air without passing through a stack or a chimney.

307.2.5 Outdoor burning means open burning, burning in a wood-burning unit, or burning in a manufactured gas fire device.

307.2.6 Wood-burning unit means a manufactured wood burning device (including a chiminea) used for outdoor recreation and/or heating.

307.3 General prohibition on outdoor burning. Outdoor burning is prohibited unless specifically permitted by this section.

307.4 Outdoor burning of refuse, brush, leaves, waste, and grass clippings prohibited. Outdoor burning of refuse is prohibited including the burning of brush, leaves, waste, and grass clippings.

307.5 A wood-burning unit may be used in the City of Jackson only if it is used in accordance with all of the following provisions:

307.5.1 The wood-burning unit shall only be used to burn clean wood. The wood-burning unit shall not be used to burn refuse, waste, brush, leaves, grass clippings, or any material or substance other than clean wood.

307.5.2 The wood-burning unit shall be located in the rear yard only. For the purpose of this section only, on corner lots, the rear yard shall be considered the yard opposite the street on which the front door of the house faces.

307.5.3 The wood-burning unit shall be located no closer than twenty-five (25) feet from any structure. The wood-burning unit shall be located no closer than fifteen (15) feet from any neighboring property line.

307.5.4 The wood-burning unit or burning materials within the unit shall not cause a nuisance to neighbors. Reasonably objectionable smoke, odor, or smell shall be deemed a nuisance and is prohibited.

307.5.5 Operational hours for any wood-burning unit shall be limited to the time between 9:00 a.m. through 11:00 p.m.

307.5.6 All fires shall be diligently supervised by at least one person who is eighteen (18) years of age or older.

307.5.7 There shall be a minimum of a garden hose connected to a reliable water supply, a bucket filled with no less than two (2) gallons of clean water, or a properly functioning portable fire extinguisher, rated 2-A; 10-B, C, in plain view and within fifteen (15) feet from any wood-burning unit.

307.5.8 The wood-burning unit shall be no wider than three (3) feet in diameter and no higher than three (3) feet above the base of the wood-burning unit, which makes direct contact with the bottom of the burning materials in the wood-burning unit. A chiminea shall be no higher than five (5) feet above the base, which makes direct contact with the bottom of the burning materials in the chiminea.

307.5.9 The wood-burning unit shall be enclosed on all sides and the bottom, and shall have a metallic screen or cover that completely covers the top of the wood-burning unit. The metallic screen or cover covering the top of the wood-burning unit shall be no larger than one-third-inch metallic meshing. Burning materials shall be completely contained within the wood-burning unit. The wood-burning unit shall only be constructed of metal, concrete, clay, or other similar non-combustible materials.

307.5.10 The materials being burned in the wood-burning unit shall not make direct contact with the ground. The base of the wood-burning unit, which makes direct contact with the bottom of the burning materials in the wood-burning unit, shall not make direct contact with the ground.

307.5.11 The wood-burning unit shall only be used with the express permission of the property owner or tenant.

307.5.12 The wood-burning unit shall only be used at a one-family or two-family dwelling.

307.5.13 Any user of a wood-burning unit shall comply with the directions, instructions, and warnings provided by the manufacturer of the wood-burning unit. If the directions, instructions, and warnings provided by the manufacturer conflict with any provision in this section, the provision in this section shall control.

307.5.14 There shall only be one (1) active wood-burning unit at a property at a time.

308.1 A manufactured gas fire device may be used in the City of Jackson at one or two-family dwellings and non-residential property only if it is used in accordance with all of the following provisions:

308.1.1 The manufactured gas fire device shall only be used to burn flammable gas. The manufactured gas fire device shall not be used to burn refuse, waste, brush, leaves, grass clippings, wood, or any material or substance other than flammable gas.

308.1.2 At one or two family dwellings, the manufactured gas fire device shall be located in the rear yard only. For the purpose of this section, on corner lots, the rear yard shall be considered the yard opposite the street on which the front door of the house faces.

308.1.3 The manufactured gas fire device shall be located no closer than five (5) feet from any portion of a structure in any direction, including above the manufactured gas fire device. The manufactured gas fire device shall be located no closer than fifteen (15) feet from any neighboring property line. The manufactured gas fire device shall be located no closer than ten (10) feet from any other manufactured gas fire device, wood-burning unit, or outdoor burning.

308.1.4 The manufactured gas fire device shall not cause a nuisance to neighbors. Reasonably objectionable smoke, odor, or smell shall be deemed a nuisance and is prohibited.

308.1.5 At one or two family dwellings, operation of a manufactured gas fire device shall be limited to the time between 9:00 a.m. through 11:00 p.m.

308.1.6 All manufactured gas fire devices shall be diligently supervised by at least one person who is eighteen (18) years of age or older when the gas fire device is in use.

308.1.7 The manufactured gas fire device shall only be used with the express permission of the property owner or tenant.

308.1.8 Any user of a manufactured gas fire device shall comply with the directions, instructions, and warnings provided by the manufacturer of the manufactured gas fire device. If the directions, instructions, and warnings provided by the manufacturer conflict with any provision in this section, the provision in this section shall control.

308.1.9 At a non-residential property, the owner of a manufactured gas fire device that will be placed in a public right-of-way shall complete an application for revocable license and pay the required fee to the Clerk's office. The application must also include a general liability insurance certificate verifying that the owner of the manufactured gas fire device is insured against personal injury and property damage arising out of the use or possession of the manufactured gas fire device. The owner shall also provide to the City of Jackson an insurance endorsement stating that the City of Jackson is an additional insured, and it must be in a reasonable coverage amount established by the City Attorney to ensure the City's protection. Upon receipt of a completed application for a revocable license, the application shall be placed on the next regularly scheduled City Council meeting for City Council action. All complete applications for a revocable license must either be denied or approved and executed within sixty (60) days of receipt. If the application for the revocable license is approved by the City Council, the Mayor and Clerk shall execute the revocable license. Any complete application that is not denied within sixty (60) days of receipt shall be deemed approved.

308.1.10 At non-residential property, a manufactured gas fire device shall only be in use during the hours that the business is open.

309.1 *Exceptions.* Subsections 307.3, 307.5, and 308.1 do not apply to:

309.1.1 Grilling or cooking food using charcoal cookers, propane or natural gas in cooking appliances, braziers, hibachis, grills, outdoor fireplaces or gas-fired stoves.

309.1.2 The temporary use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for construction or maintenance activities.

309.1.3 The temporary use of non-ash producing fuels being used not less than fifteen (15) feet from combustible materials, when used in metal containers for the heating of building materials or for the warmth of workers.

309.1.4 Outdoor burning by the City Fire ~~Division~~ Department in connection with training and performance of its duties.

310.1 The fire department ~~of police and fire services~~ is authorized to enforce this section.

311.1 A City official or employee enforcing this section may require the owner, tenant, occupant, guest, or any other person at the property to extinguish any outdoor fire that creates a fire hazard, is a nuisance, is reasonably objectionable, or is unsafe. If there are no capable, available, or willing people at the property to extinguish an outdoor fire, the City official or employee may extinguish the outdoor fire.

312.1 Charcoal cookers, propane or natural gas in cooking appliances, braziers, hibachis, grills, stoves, or other similar devices when in use outdoors for cooking or heating purposes, shall not be used or kindled on any balcony, shall not be used or kindled under any overhanging portion of a structure, and shall be located no closer than ten (10) feet from any portion of a structure in any direction, including above, at property that has a structure or structures that contain more than two dwelling units.

313.1 Any provision or requirement in Sections 307, 308, 309, 310, 311, and 312 may be waived or modified only with the express written permission of the City Fire Division or approval by the City Council.

314.1 Between the passage date of this ordinance and the effective date of this ordinance, any provision or requirement in Sections 307, 308, 309, 310, 311, and 312 may be waived or modified only with the express written permission of the City Fire Division or approval by the City Council.

Sec. 506.1. Key boxes; installation; contents. The following portions of Section 506.1 are amended to provide as follows:

Key boxes; installation; contents. A key box of a type approved by the fire official shall be required when a property is protected by an automatic fire alarm system or access to the property is made unusually difficult because of secured doors or other openings. Such key box, when installed, shall contain all of the following:

1. Keys to locked points of ingress whether on the interior or exterior of such buildings.
2. Keys to locked mechanical equipment rooms.
3. Keys to locked electrical rooms.
4. Keys to elevator controls.
5. Keys to other areas as deemed necessary by the fire official.

Sec. 560.4. Explosive materials storage and handling. The following portions of Section 560.4 are amended to provide as follows:

5604.1 General. Storage of explosives and explosive materials, small arms ammunition, small arms primers, propellant-actuated cartridges and smokeless propellants in magazines shall comply with the provisions of this section. The storage of explosives and blasting agents is prohibited within all zoning designations of property within the city except those areas designated as I-1 or I-2 industrial properties and C-1, C-2, C-3, or C-4, commercial districts by the zoning code of the City of Jackson; provided, however, that temporary storage not to exceed five (5) continuous days in conjunction with approved blasting operations shall be permissible.

It shall not be deemed unlawful under this section to store wholesale and retail stocks of small arms ammunition, explosive bolts, explosive rivets, or cartridges for explosive-

activated power tools in quantities involving less than five hundred (500) pounds of explosive material.

Sec. 10-55. Appeals.

Whenever the ~~fire chief director of police and fire services~~ shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code adopted by this article do not apply or that the true intent and meaning of such code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the ~~director~~ fire chief to the board within thirty (30) days from the date of the decision appealed.

Chapter 14 – HOUSING, Sec. 14-42 shall be amended to read as follows:

Sec. 14-42. Inspections.

- (a) In order that they may perform their duties to safeguard the health, safety and welfare of the occupants of dwellings and of the general public, the chief building official, chief of police and fire official are hereby authorized to make or cause to be made such inspections of dwellings or dwelling units as are necessary to enforce the provisions of this article and to correspond with section 14-9. The inspections that are authorized for the purpose of enforcement of the provisions of this article shall be made at a reasonable time. The word "dwelling" as used in this subsection shall include, but not be limited to, those categories of structures defined in section 14-26.
- (b) The chief building official, chief of police and fire official shall inspect buildings and structures regulated by this article. Inspections may be conducted even though a current certificate of compliance is on record with the department of neighborhood and economic operations.
- (c) An inspection shall be conducted in the manner best calculated to secure compliance with this article and appropriate to the needs of the community.
- (d) In an emergency situation, the chief building official, chief of police and fire official have the right to enter at any time for purposes of this article, an emergency shall exist when the chief building official, chief of police or fire official has reasonable grounds to believe that a condition hazardous to health or safety exists on the premises and requires immediate attention.
- (e) In a nonemergency situation or where the owner or occupant of any dwelling demands a warrant for inspection of the premises, the chief building official, chief of police or fire official shall obtain a warrant from a court of competent jurisdiction.

Chapter 16 – LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS, Sec. 16-8, Sec. 16-9, Sec. 16-14, Sec. 16-127, Sec. 16-205, Sec. 16-263, Sec. 16-264, Sec. 16-301, Sec. 16-335, Sec. 16-336, Sec. 16-342, Sec. 16-349, Sec. 16-502, Sec. 16-515, Sec. 16-516, Sec. 16-519, Sec. 16-521, and Sec. 16-527 shall be amended to read as follows:

Sec. 16-8. Fire chief's certificate.

In all cases where the certification of the fire chief ~~or director of police and fire services~~ (or designee) is required prior to the issuance of any license by the city clerk, such certification shall be based upon an actual inspection and a finding that the premises in which the person making application for such license proposes to conduct or is conducting the trade, profession, business or privilege comply with all the fire regulations of the state and of the city.

Sec. 16-9. Police chief's certification.

In all cases where certification by the police chief ~~of police or director of police and fire services~~ (or designee) is required prior to the issuance of any license by the city clerk, such certification shall be based upon a finding by the ~~director of police~~ chief and fire services (or designee) that the applicant has met all public safety and criminal history prerequisites, if any, of any applicable licensing ordinance.

Sec. 16-14. Fees; when paid.

The fee required by this Code for any license or permit shall be paid at the office of the issuing authority prescribed in this Code upon or before the granting of such license or permit. In addition to the fees required by this Code or by Resolution, additional fees may be charged by various city departments for inspections required by this Code. Additional fees may also be charged for responses or services by or from the police department, and fire department, ~~services~~ or the department of public works.

Sec. 16-127. Duties of persons, groups or entities wishing to solicit.

No person shall engage in any act of solicitation in any public place within the city without first contacting the office of the city clerk at least twenty-four (24) hours in advance of the date or dates proposed for such solicitation, and providing in writing to the clerk and the ~~director of police~~ chief and fire services (or designee) all of the following:

- (1) The name, address and telephone number of the person, group or entity on whose behalf such solicitation will take place.
- (2) The names and business addresses of all those persons who will engage in such solicitation.
- (3) The date or dates upon which such solicitation will take place.
- (4) The general locations within the city where such solicitation will take place.

No solicitation is permitted on any public street at any time.

Sec. 16-205. Inspections required.

The chief building official and ~~fire chief~~ director of police and fire services (or their designees) shall inspect or cause to be inspected prior to operation of a dance hall or special dance operating under the terms of this article, wherever the same may be located, relative to safety, sanitation and hazardous conditions.

Sec. 16-263. Requirements.

It shall be unlawful:

- (1) For any person to fumigate a building or any part thereof without first notifying the fire chief ~~director of police and fire services~~ at least four (4) hours before beginning such fumigation.
- (2) For any person to fumigate any building without first closing, securely fastening and sealing all windows and securely locking all outer doors of such building, and no opening from which dangerous gases may escape shall remain unsealed.
- (3) For any person to fumigate any structure until all outer doors of same have been posted with white placards bearing the clearly visible lettering in red ink, DANGEROUS, KEEP OUT, POISONOUS GAS BEING USED IN THIS BUILDING, the word DANGEROUS to be in letters not less than four (4) inches in height, and such placard to bear the name, address and telephone number of the fumigator in charge.
- (4) For anyone other than the fumigator in charge or a public official in the discharge of duty to enter structures under process of fumigation, nor for such subsequent period as herein required for ventilation.
- (5) For any individual except the fumigator in charge to remove or destroy any warning placards which have been placed on a structure under process of fumigation, until such time as the ventilation period as prescribed herein has expired, and at no time during the ventilation period shall the structure be left unguarded unless all safety devices and warning placards are securely attached.
- (6) For any person to fumigate any portion of a building unless the entire structure is vacated.
- (7) For any person to fumigate any building or portion thereof in the city unless a competent, alert watchman or watchmen shall have been placed on guard for the purpose of preventing the ingress of human beings during the process of fumigation and ventilation; provided, that watchmen shall not be required at single dwellings or multiple dwellings containing not more than four (4) apartments where approved mechanical devices are applied to outer doors in such a manner as to prevent the use of existing locks by anyone except the licensed fumigator in charge of the fumigation procedure.

Sec. 16-264. Ventilation.

- (1) It shall be the duty of the fumigators at the conclusion of the fumigation process, which shall be continued for not less than twelve (12) hours, to open all doors and windows of fumigated structures, beginning at the basement or lowest floor and continuing until all rooms shall have been opened for the free access of air. Outer doors shall remain open for an interval of not less than two (2) hours after which, in the absence of a watchman or watchmen, safety locks shall be reapplied and kept in place for the remainder of the ventilation period. Where in any instance windows cannot be opened to provide adequate ventilation, the fumigator shall promptly report such fact to the fire chief ~~director of police and fire services~~; whereupon the fire chief ~~director of police and fire services~~ (or his designee) may, if necessary, require the removal of one (1) or more panes of glass in order to insure complete ventilation. Such care shall be exercised in the process of ventilation that released fumigants shall not endanger human life or health.

- (2) Mechanical ventilation shall be employed in rooms which cannot be effectively ventilated by means of doors or windows. All mattresses, pillows, cushions, bedding, clothing and similar materials shall be beaten and placed in a well- ventilated space. The ventilation process shall be continuous for a total period of not less than twelve (12) hours, and it shall be the duty of fumigators to make a personal inspection of fumigated structures before declaring the same to be ready for reoccupancy. Such declaration shall be in the form of a written statement certifying the premises to be safe for human use. Such certificates shall be signed by the fumigator and the date and hour of the day when such signature is affixed shall be therein set forth, after which it shall be conspicuously posted in the fumigated premises; provided, that no aged, infirm or convalescent adult, or any child under the age of six (6) years, shall be permitted to enter fumigated structures until twenty-four (24) hours after ventilation has been started.

Sec. 16-301. Inspection.

All gasoline filling stations, curb filling stations, private gasoline filling stations, bulk gasoline stations, and any tank cars or trucks used in connection with the latter, shall be subject to inspection by the ~~director of police~~ **fire chief and fire services** (or designee) at all reasonable times. It is hereby made the duty of the ~~director of police~~ **fire chief and fire services** (or designee) to inspect the tanks, pumps, containers and other equipment of such stations for the purpose of ascertaining and suppressing any possible explosive or fire hazard at least twice a year.

Sec. 16-335. Pawnbrokers license—Application, conditions, denial, hearing.

- (1) Application for a pawnbroker's license shall be made in writing to the city clerk, who is authorized to create application forms and to receive and process applications and to thereafter grant, deny, suspend, or revoke said licenses as set forth in this article. Applications shall be on forms supplied by and to be filed with the city clerk. Such application, shall be signed and dated by the applicant or, if the applicant is not an individual, by an authorized representative. The application shall contain the following minimum information, plus any other information deemed necessary by the city clerk:
 - (a) The name and any alias used, and address and telephone number of the applicant and all employees, officers, partners or agents of the applicant;
 - (b) The location where the business is to be carried on plus any subsidiary offices and a brief description of the items to be sold;
 - (c) The applicant's criminal record, if any, and if the applicant is not an individual, the criminal record, if any, of the partners or officers of the corporation;
 - (d) The criminal record, if any, of any employees of the applicant;
 - (e) The applicant's prior experience as a pawnbroker;
 - (f) An authorization for the city clerk and/or the director of police and fire services (or designee) to carry out a background investigation on the applicant and all employees, officers, partners or agents of the applicant;
 - (g) A statement as to whether the applicant has ever had any licenses required by the City of Jackson or any other governmental entity revoked, suspended, or denied and the reasons for said action;

- (h) A statement that the information provided is true and accurate and that, if a license is granted, the applicant will abide by all applicable ordinances and statutes.
- (2) All licenses are subject to the following conditions, which shall be noted on the application form:
 - (a) The applicant shall permit inspection of the licensed premises, activity, and the record of transactions required by Section 5 of the Pawnbrokers Act at reasonable times by any authorized representative of the City of Jackson. The city may charge an hourly fee for the inspection of the licensed premises and record of transactions.
 - (b) The applicant shall not engage in the business of a pawnbroker at any time after the license has expired, without having been reissued, or at any time when the license is suspended or revoked;
 - (c) No license shall be issued or renewed unless and until the applicant and any and all employees, officers, partners or agents of applicant shall, if deemed necessary by the ~~director of police~~ chief and fire services (or designee), submit to being fingerprinted and photographed as part of the background investigation.
- (3) The city clerk shall issue a license to the applicant if the city clerk is satisfied that the applicant has met and will continue to meet the requirements of this article and all applicable laws and the applicant has paid the license fee.

Sec. 16-336. Reporting requirements; hours of operation.

- (1) Pawnbrokers shall transmit the record of transaction required by section 5 of the Pawnbrokers Act to the ~~director of~~ chief of police ~~and fire services~~ (or designee) by electronic means over the internet to the website established by the city for this purpose. The city will provide information concerning the website. So long as the required information is transmitted by electronic means, the required statutory form need not be filled out by hand, but a short form with the right thumbprint of the individual pawning the item shall be maintained as required by the Pawnbrokers Act, with an appropriate reference to the transaction. If it is not possible for the person to provide his or her right thumbprint, then another specifically designated fingerprint shall be provided. Upon request, the short form containing the thumbprint shall be immediately provided to the director of police and fire services (or designee) or his/her designee.
- (2) No pawnbroker shall acquire any goods between the hours of 9:00 p.m. and 7:00 a.m.; nor from any person under the age of eighteen (18) years; nor from any person who is at the time intoxicated or known to be a habitual drunkard; nor from any person with the knowledge that such goods are stolen property. A pawnbroker shall not conduct business on Sunday.

Sec. 16-342. Secondhand dealers—Record of secondhand goods received; reporting requirements; hours of operation.

- (1) A secondhand dealer shall keep a record in English at the time the secondhand dealer receives any secondhand goods. The record shall include a description of the goods, the serial number and model number if available, a sequential transaction number, the amount of money or other consideration received for said goods, the name, residence, general

description and driver's license number, official state personal identification card number, or government identification number of the person from whom the secondhand goods were received, the right thumbprint of the person from whom the goods were received, and the day and hour when the goods were received. If it is not possible for the person to provide his or her right thumbprint on the full handwritten form or the short form, then another specifically designated fingerprint shall be provided. These records, the place where the secondhand dealer's business is carried on, and all secondhand goods in that place of business or in control of the secondhand dealer are subject to examination at any time by the city attorney, the ~~director of police~~ chief and fire services (or designee), the city clerk, the state police, and the Jackson County Prosecuting Attorney. The required information may be maintained by computer as required by subsection (b) below.

- (2) The secondhand dealer shall retain a record of each transaction for a minimum of one (1) year or as directed by the ~~director of police~~ chief and fire services (or designee). The secondhand dealer shall send a copy of any record of transaction to the ~~director of police~~ chief and fire services (or designee) on a weekly basis or as otherwise directed by the ~~director of police~~ chief and fire services (or designee). Commencing no later than August 1, 2009, the information in the record of transaction shall be transmitted to the ~~director of police~~ chief and fire services (or designee) by electronic means over the internet to the website established by the city for this purpose. The city will provide information concerning the website. So long as the required information is transmitted by electronic means, a handwritten form need not be completed, but a short form with the right thumbprint of the individual trading in the item shall be maintained, with an appropriate reference to the transaction. If it is not possible for the person to provide his or her right thumbprint on the full handwritten form or the short form, then another specifically designated fingerprint shall be provided. Upon request, the short form shall be immediately provided to the director of police and fire services (or designee) or his/her designee.
- (3) The secondhand dealer shall retain an article that was purchased or exchanged for at least fifteen (15) days before disposing of the article, by keeping the article in an accessible place in the building where the article is purchased and received. A tag shall be attached to the article in some visible and convenient place, with the number written thereupon to correspond with the entry number in the book or other record.
- (4) The secondhand dealer or licensee need not follow the electronic reporting required in subsection (b) above for transactions taking place at a business location where the number of transactions in each ninety-day period does not exceed ten (10). A secondhand dealer or licensee reasonably believing a location at which he or she conducts a business qualifies under this subsection for exemption from electronic reporting and wishing to be exempt from the requirements of subsection (b) shall sign, under penalty of perjury, a declaration to that effect on a police department approved form. Once the declaration is signed and so long as the volume of transactions does not exceed ten (10) for each ninety-day period for transactions taking place at that business, the transactions need not be reported electronically, but shall be reported on paper forms. No secondhand dealer shall acquire any secondhand goods between the hours of 9:00 p.m. and 7:00 a.m.; nor from any person under the age of eighteen (18) years; nor from any person who is at the time intoxicated or known to be a habitual drunkard; nor from any person with the knowledge that such secondhand goods are stolen property.

Sec. 16-349. Junkyard license—Application, conditions, denial, hearing.

- (1) Application for a junkyard license shall be made in writing to the city clerk, who is authorized to create application forms and to receive and process applications and to thereafter grant, deny, suspend, or revoke said licenses as set forth in this article. Applications shall be on forms supplied by and to be filed with the city clerk. Such application, shall be signed and dated by the applicant or, if the applicant is not an individual, by an authorized representative. The application shall contain the following minimum information, plus any other information deemed necessary by the city clerk:
 - (a) The name and any alias used, and address and telephone number of the applicant and all employees, officers, partners or agents of the applicant;
 - (b) The location where the business is to be carried on plus any subsidiary offices and a brief description of the items to be sold;
 - (c) The applicant's criminal record, if any, and if the applicant is not an individual, the criminal record, if any, of the partners or officers of the corporation;
 - (d) The criminal record, if any, of any employees of the applicant;
 - (e) The applicant's prior experience as a junkyard operator;
 - (f) An authorization for the city clerk and/or the ~~director of police~~ chief and fire services (or designee) to carry out a background investigation on the applicant and all employees, officers, partners or agents of the applicant;
 - (g) A statement as to whether the applicant has ever had any licenses required by the City of Jackson or any other governmental entity revoked, suspended, or denied and the reasons for said action;
 - (h) A statement that the information provided is true and accurate and that, if a license is granted, the applicant will abide by all applicable ordinances and statutes.
- (2) All licenses are subject to the following conditions, which shall be noted on the application form:
 - (a) The applicant shall permit inspection of the licensed premises and/or activity at reasonable times by any authorized representative of the City of Jackson;
 - (b) The applicant shall not engage in the business of a junkyard operator at any time after the license has expired, without having been reissued, or at any time when the license is suspended or revoked;
 - (c) No license shall be issued or renewed unless and until the applicant and any and all employees, officers, partners or agents of applicant shall, if deemed necessary by the ~~director of police~~ chief and fire services (or designee), submit to being fingerprinted and photographed as part of the background investigation.
- (3) The city clerk shall issue a license to the applicant if the city clerk is satisfied that the applicant has met and will continue to meet the requirements of this article and all applicable laws, and the applicant has paid the license fee.
- (4) The city clerk may deny an application for a junkyard operator's license if the application is disapproved by one (1) or more proper officers of the city, as provided in this Code,

indicating that the applicant is unable to meet or continue to meet the requirements of any provision in this article.

- (5) If the city clerk denies the issuance of a license or a renewal thereof, a notice of denial including the reasons for the denial shall be mailed by first class mail to the applicant. If the application for a license has been denied, the applicant may appeal the denial by requesting a hearing pursuant to section 16-16 of this Code, as amended, or may reapply at any time by submitting a new application and fee. The notice of denial shall provide that if the applicant wants to appeal the city clerk's decision, the applicant must request a hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

Sec. 16-502. Repossession.

Every used motor vehicle dealer who shall repossess a used motor vehicle from a purchaser who has defaulted on a motor vehicle retail installment sales contract without the knowledge and consent of such purchaser shall forthwith report the fact of such repossession to the ~~director of~~ police ~~chief and fire services~~ (or designee).

Sec. 16-515. License application committee.

- (a) A marihuana licensing review committee (hereafter committee) shall be created and consist of the city manager, the ~~director of~~ police ~~chief and fire services~~, the director of community development, the chief building official, and one (1) councilmember selected by the city council.
- (b) The committee shall review applications deemed complete by the city clerk for medical marihuana facilities and/or adult-use establishments pursuant to a set of guidelines to be determined by the committee and approved by city council. Incomplete applications will not be reviewed by the committee. The guidelines established by the committee and approved by city council shall include, but not be limited to, the following areas of assessment of the applicant and its stakeholders: financial status and history, business history, regulatory compliance history, criminal history, tax payment history, litigation history, and bankruptcy history. In addition, the marihuana licensing committee shall establish a point system to evaluate the location of the proposed facility and the structure which will contain the facility, job opportunities created by the applicant, and the community impact of the proposed facility and the social responsibility of the applicant and its stakeholders. The guidelines will be posted on the City of Jackson webpage once approved by the city council.
- (c) After assessing the applicant according to the guidelines above, the committee shall make a recommendation to the city council as to whether a facility license should be issued to the applicant, as well as any conditions that should be complied with in order to obtain the license.

Sec. 16-516. License applications process and submissions.

The medical marihuana facility and adult-use marihuana establishment licensing process shall consist of three (3) phases. The first phase shall be review of the location of the facility and the building plan for the structure that will contain the facility. The second phase shall be review of the entity that is applying. The third phase will be approval of licenses by the city council.

- (a) Phase One - Facility Review.

- (1) An applicant that has already received a step one (1) pre-licensure from the State of Michigan to operate a medical marihuana facility or adult-use marihuana establishment may begin the process for approval of the structure and location of the facility. If the applicant does not have a phase one (1) pre-licensure from the State of Michigan, the applicant may not begin the city application process.
 - (2) The applicant shall submit the appropriate nonrefundable application and licensee fee per resolution of the city council along with the following as a site and structure application to the community development department for approval of the site and structure that will contain the medical marihuana facility or adult-use marihuana establishment:
 - a. A complete application for building and site plan review;
 - b. A complete site plan signed and sealed by a licensed engineer or architect;
 - c. A boundary and ALTA survey at a standardized engineering scale;
 - d. A complete set of building drawings signed and sealed by a licensed engineer or architect;
 - e. A copy of the applicant's pre-licensure application to the State of Michigan and a copy of the step one pre-licensure from the State of Michigan; and
 - f. A social equity plan.
 - (3) Applications for medical and/or adult use marihuana establishments are accepted on a rolling basis until all available licenses are issued. The director of NEO or designee shall have thirty (30) days after receipt to review the site and structure application to determine if all applicable information has been submitted. If the site and structure application is not complete, the director of NEO shall notify the applicant in writing and the applicant shall have an additional thirty (30) days to resubmit the required information before the application will be denied.

If the application is complete, the director of NEO and staff shall review and coordinate any requested changes to verify compliance with the City of Jackson Code of Ordinances no less than ninety (90) days after deeming the application complete.

Once the applicant receives approval of the marihuana facility site plan and building drawings from the director of NEO and the chief building official, the marihuana licensing committee shall evaluate each application and submit a recommendation to the city council for a conditional license. Upon approval by city council, the chief building shall issue building permits building permits are valid for one (1) year pursuant to the Stille-Derossett-Hale Single State Construction Act.
 - (4) Conversion of a phase one conditional license from medical to adult use: At any point after receiving a building permit, a medical marihuana applicant with a phase one conditional license from the city council can choose to convert the approved medical use into a comparable adult use operation provided all state informational requirements are submitted to the city as a part of said request.
- (b) Phase Two - Entity Review.
- (1) Once the applicant has received a building permit, the applicant may submit a final application for a full marihuana license to the city clerk after receiving conditional

- phase one (1) license approval. Additional complete copies of the application must also be provided to the city clerk to distribute to the following city staff:
- a. The city attorney;
 - b. The city engineer;
 - c. The city manager;
 - d. The director of community development;
 - e. The ~~police chief~~~~director of police and fire services~~; and
 - f. The city treasurer.
- (2) Licensees shall report any other change in the information required to the city clerk within ten (10) days of the change. Fees shall be set by council resolution for any applicant or employee background check and review added after the original application is filed.
- (3) Comments from the staff listed in subsection (b)(1) shall be given to the clerk within ninety (90) days of receipt. Once comments are given by staff, the city clerk shall then submit the final application to the marihuana licensing review committee.
- (4) The marihuana licensing review committee shall have ninety (90) additional days, or the date that the applicant has received a certificate of occupancy for the applicants proposed medical marihuana facility or adult-use marihuana establishment, whichever occurs earlier, to make a recommendation to the city council for final license approval.
- (c) Phase three - Approval of city council and issuance of licenses.
- (1) The final, full license to operate the applicant's proposed medical marihuana facility or adult-use marihuana establishment will not be issued by the city council to the applicant and applicants will not be permitted to operate the medical marihuana facility or adult use marihuana establishment until the following occur:
 - a. The city manager has certified to the city council that the structure is complete, that a certificate of occupancy for the structure containing the facility has been issued to the applicant, and that a zoning compliance certificate for the structure containing the facility has been issued to the applicant;
 - b. The city treasurer certifies to the city council that the applicant, nor any person or entity considered an applicant under the MMFLA or the MRTMA, is in default to the city;
 - c. The city attorney certifies that there are no criminal or civil actions pending against the applicant or any person or entity considered an applicant under the MMFLA or the MRTMA that were not disclosed by the applicant in the application; and
 - d. The applicant has filed a copy with the clerk of the final, step two (2) State of Michigan license to operate the proposed facility.
 - (2) City council shall make its final decision regarding the granting of licenses to medical marihuana facilities and/or adult-use marihuana establishment applicants at the next available meeting after the applicant receives its phase two final license from the State of Michigan. A copy of said license from the state must be submitted to the city clerk no less than three (3) weeks before said meeting in order for city council to consider granting the license.

- (d) Contents of final city application. A final application for a medical marihuana facility or adult-use marihuana establishment license required by this chapter shall contain the following:
- (1) A complete copy of the application package submitted to the State of Michigan for the facility license;
 - (2) If the applicant is an individual, the applicant's name, date of birth, physical address, copy of government issued photo identification, email address, and one or more phone numbers, including Bureau contact information;
 - (3) If the applicant is not an individual, the names, physical addresses, email addresses, and one (1) or more phone numbers of each person considered an applicant under the MMFLA or the MRTMA, including designation of the highest ranking member of the applicant entity, or the highest ranking managerial employee as a bureau contact person and contact information for the bureau contact person, articles of incorporation, articles of organization, or assumed name registration documents, Internal Revenue Service SS-4 EIN confirmation letter, and a copy of the operating agreement of the applicant, if a limited liability company, a copy of the partnership agreement, if a partnership, or a copy of the by-laws or shareholder agreement, if a corporation;
 - (4) The name and address of the proposed medical marihuana facility or adult-use marihuana establishment and any additional contact information deemed necessary by the city clerk;
 - (5) For the applicant and/or for each stakeholder of the applicant, an affirmation under oath that they are at least eighteen (18) years of age and have never been convicted of or pled guilty to any criminal offense under the laws of any jurisdiction for a controlled substance related crime. If convicted of such an offense, the applicant must provide information of the conviction, including the date, name and location of the court, arresting agency, and prosecuting agency, the case caption, the docket number, the offense, the disposition, and the location and length of incarceration.
 - (6) A signed release authorizing the department of police and fire services to perform a criminal background check to ascertain whether the applicant, each stakeholder of the applicant, each managerial employee (if known at the time of application) and employee (if known at the time of application) of the applicant meet the criteria set forth in this article. For any managerial or other employee hired after the date of the license application, this release must be provided within ten (10) days of the commencement of employment.
 - (7) A signed release consenting to and authorizing the ~~department of~~ police and fire ~~departments~~services to inspect the premises of the facility for compliance with the provisions of this Code;
 - (8) The name, date of birth, physical address, copy of photo identification, and email address for any managerial employee or employee of the medical marihuana facility or adult-use marihuana establishment, if other than the applicant. For any managerial or other employee hired after the date of the license application, this information must be provided within ten (10) days of the commencement of employment.
 - (9) An affirmation under oath as to whether the applicant has ever applied for or has been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended,

- revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action;
- (10) A copy of the proof of financial responsibility submitted to LARA with the state application.
 - (11) One (1) of the following:
 - a. Proof of an ownership interest of the entire premises wherein the medical marihuana facility or adult-use marihuana establishment is to be operated. Co-ownership with a person or person who are not the owner, member or shareholder of the licensee is not permitted; or
 - b. Written consent from the property owner for use of the premises in a manner requiring licensure under this chapter along with a copy of the lease for the premises.
 - (12) Proof of an adequate premise liability and casualty insurance policy in the amount not less than one million dollars (\$1,000,000.00) per occurrence, covering the medical marihuana facility or adult-use marihuana establishment and naming the city as an additional insured party, available for the payment of any damages arising out of an act or omission of the applicant or any person or entity considered an applicant under the MMFLA or the MRTMA, agents, employees, or subcontractors;
 - (13) A description of the security plan meeting all requirements of the Rules for the Medical Marihuana Facility or Adult-Use Marihuana Establishment, including, but not limited to, any lighting alarms, and recording/monitoring devices. The security plan must contain the specification details of each piece of security equipment and must be approved by the director of police and fire services;
 - (14) A copy of the marihuana facility plan or marihuana establishment plan required by LARA as well as a floor plan of the medical marihuana facility or adult-use marihuana establishment, and a scale diagram illustrating the property upon which the medical marihuana facility is to be operated, including all available parking spaces, and specifying which parking spaces, if any, are handicapped-accessible;
 - (15) An affidavit that neither the applicant nor any person or entity considered an applicant under the MMFLA or the MRTMA is in default to the city. Specifically, that neither the applicant or any person or entity considered an applicant under the MMFLA or the MRTMA has not failed to file or pay any income taxes, property taxes, special assessments, fines, fee or other financial obligations to the city;
 - (16) An affidavit that the transfer of marihuana to and from medical marihuana facilities shall be in compliance with the MMMA and the MMFLA or other applicable state laws;
 - (17) A staffing plan listing all employees expected to be hired and the titles of the employees as well as each employee's duties;
 - (18) Any proposed text or graphical materials to be shown on the exterior of the proposed medical marihuana facility or adult-use marihuana establishment;
 - (19) A business plan containing the following: an executive summary, a market analysis, a description of the organization management of the applicant, the sales strategies to be used by the applicant, the funding requirements for the facility, and the financial projections of the applicant.

- (20) A location area map of the medical marihuana facility or adult-use marihuana establishment and surrounding area that identifies the relative locations and the distances (closest property line to the subject building) to the subject medical marihuana facility or adult-use marihuana establishment to the closest real property types of property identified in section 28-140 of this article.
- (21) A facility sanitation plan to protect against any marihuana being ingested by any person or animal, indicating how the waste will be stored and disposed of, and how any marihuana will be rendered unusable upon disposal. Disposal by on-site burning or introduction in the sewerage system is prohibited;
- (22) Copies of the financial statement of assets, copies of documents submitted to LARA to meet LARA's capitalization requirements, and copies of the CPA-attested financial statements required by the MMFLA, the MRTMA, the Rules and Advisory Bulletins.
- (23) An affidavit that the liquid assets identified in the documents submitted in response to subsection 23 above will still be in liquid form at the time the license is issued by the city;
- (24) As it relates to a grower facility, the following additional items shall be required:
 - a. A grower plan that includes at a minimum a description of the grower methods to be used, including plans for the growing mediums, treatments and/or additives;
 - b. A production testing plan that includes at a minimum a description of how and when samples for laboratory testing by a state approved safety compliance facility will be selected, what type of testing will be requested, and how the test results will be used;
 - c. An affidavit that all operations will be conducted in conformance with the MMMA, the MMFLA, the MRTMA or other applicable state laws and such operations shall not be cultivated on the premises at any one time more than the permitted number of marihuana plants per the MMMA, as amended, the MMFLA, as amended, and the MRTMA, as amended; and
 - d. A chemical and pesticide storage plan that states the names of pesticides to be used and where and how pesticides and chemicals will be stored in the facility, along with a plan for the disposal of unused pesticides.
- (25) In connection with an application for a license under section 16-514(B)(6) and in addition to any other applicable requirements set forth in this article or the MMMA, MMFLA and MRTMA, the business plan shall contain: (1) a detailed description of the business experience and expertise of the applicant and its owners and operators demonstrating that the applicant and its owners will have the necessary experience required to operate a complex co-located multi-license cultivation, processing, and retail facility(ies), (2) a detailed summary in which applicant and its owners must demonstrate sufficient prior experience successfully operating in a highly regulated industry, (3) a demonstration that the operators of the facility include person(s) with sufficient prior experience operating large scale marijuana growing, processing, and retail facility(ies), (4) a pro-forma operating budget for the proposed facility(ies) and adequate evidence that the applicant and its owners have access to sufficient liquid assets to meet the capital and operating expense and budgetary requirements to successfully operate the facility(ies), (5) an employment plan for the proposed facility establishing a minimum number of FTE positions and a timeline for reaching that

- threshold, and (6) a facility plan describing the size and dimensions of the proposed facility(ies) adequate to accommodate the maximum number of licenses for growing, processing, and retail sale of medical and adult use marijuana.
- (e) License renewal and subsequent applications. Upon the expiration of an existing license, a license will be automatically renewed by the Office of the City Clerk for one (1) year if:
- (1) There are no uncured administrative violations in the prior year;
 - (2) The applicant has paid the annual licensing fee for the renewal period;
 - (3) Any changes of any person or entity considered an applicant under the MMFLA or the MRTMA have been fully disclosed and attested to the City of Jackson;
 - (4) Neither the applicant nor any person or entity considered an applicant under the MMFLA or the MRTMA are in violation of any provision of the Code;
 - (5) The property where the facility will be located has been certified by the director of community development to be in compliance with the City of Jackson's building design standards and the approved site plan for the property;
 - (6) The applicant has no unpaid delinquent taxes, special assessments, fees or charges of any type owed to the city; and
 - (7) The applicant has paid and received the renewal of its state license.
 - (8) The applicant submits items 2, 3, and evidence of item 7 twenty-one (21) days prior to the expiration of their license.

Sec. 16-519. General requirements for all medical marihuana facilities and adult-use marihuana establishments.

- (a) All activities related to marihuana, including those related to a provisioning center, a retailer, a grower facility, a processor facility, a microbusiness, a secure transporter, or a safety compliance facility shall be in compliance with the MMMA, the MMFLA, the MRTMA, the rules and advisory opinions of the Medical Marihuana Licensing Board, the Michigan Department of Licensing and Regulatory Affairs or any successor agency, and the Code of Ordinances, resolutions, rules and regulations of the City of Jackson.
- (b) Any prospective licensee who engaged in the cultivation or processing of marihuana into a usable form, or the distribution of marihuana, or the testing of marihuana either prior to or after enactment of this chapter but without obtaining the required licensing set forth in chapter 16 of the Code shall be deemed to not be a legally established use and therefore not entitled to legal nonconforming status under the provisions of this chapter, chapter 28 of the Code, any other provision of the City Code, and/or under state law. The city finds and determines that at the time of adoption of this article, the city has not previously authorized or licensed the existence of any medical marihuana facility, as defined herein, in the city.
- (c) All facilities shall withhold City of Jackson income taxes from the pay of employees and timely submit all withholdings and documentation.
- (d) Before hiring a prospective employee of the applicant, the holder of a license shall conduct a background check of the prospective employee. If the background check indicates a conviction within the past ten (10) years for a controlled substance-related felony, the applicant shall not hire the prospective employee without written permission from the city clerk after approval from the committee;

- (e) No advertisements or packaging shall be targeted to appeal to minors. No packaging shall substantially resemble any form of candy, snack food, drink or other edible item not containing marihuana currently for sale to the general public. All edible marihuana product must be in child resistant packages or containers. All packaging of edible marihuana product shall conform to the MMFLA, the MRTMA, the Rules and all Advisory Bulletins.
- (f) No doctor shall be permitted to offer certifications or examinations at the facility.
- (g) No alcohol, cigarettes, or over the counter pharmaceuticals may be sold on the premises.
- (h) Consumption of marihuana shall be prohibited on the premises of a medical marihuana facility, and a sign shall be posted on the premises of each facility indicating that consumption is prohibited on the premises. This exclusion does not apply to adult use marihuana consumption establishments;
- (i) All capitulation requirements of the MMFLA must be shown to be met.
- (j) All facilities must have an approved certificate of occupancy and zoning certificate at the time of application or the application will not be considered.
- (k) All notification and reporting requirements required by the Rules, as amended, must be followed concerning reporting of theft or diversion of marihuana product.
- (l) The State of Michigan and city licenses must be prominently displayed at all times.
- (m) No noise, dust, odors or other nuisance conditions in violation of the Code are permitted on the premises.
- (n) No person is permitted to reside in a medical marihuana facility or adult-use marihuana establishment.
- (o) The premises shall be open, at all times, to fire fighters and police officers ~~of the department of police and fire services~~, without a warrant and without notice to the licensee, to enter the premises, offices, facilities, or other places of business of a licensee, if there is probable cause of noncompliance with the MMMA, MMFLA, the MRTMA, the Code or applicable state laws will be found and consistent with constitutional limitations, for the following purposes:
 - (1) To inspect and examine all premises;
 - (2) To inspect, examine, and audit relevant records of the licensee and, if the licensee or any managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored;
 - (3) To inspect the person, and inspect or examine personal effects present in a medical marihuana facility or adult-use marihuana establishment, of any holder of state operating license while that person is present in a medical marihuana facility or adult-use marihuana establishment; and
 - (4) To investigate alleged violations of the MMMA, MMFLA, MRTMA or applicable state laws.

- (p) All marihuana shall be contained within an enclosed, locked facility in accordance with the MMMA, MMFLA, or MRTMA as amended.
- (q) There shall be no other accessory uses permitted within the facility.
- (r) Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed;
- (s) Facilities shall be free from infestation by insects, rodents, birds, or vermin of any kind. There shall be adequate screening or other protection against the entry of pests.
- (t) Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for waste becoming an attractant, harborage or breeding places for pests.
- (u) Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in non-conformance with state laws;
- (v) Marihuana that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;
- (w) Signage shall comply with the Code and with all state laws and rules and advisory bulletins of LARA.
- (x) In addition to all security measures required by the State of Michigan, all medical marihuana facilities or adult-use marihuana establishments shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras capable of recording with reasonable clarity at night. The video recordings shall be maintained in a secure, off-site location for a period of thirty (30) days.
- (y) The dispensing of medical marihuana for consumption at the premises shall be prohibited.
- (z) Facilities shall not be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the facility is operated.
- (aa) The public or common areas must be separated from restricted or non-public areas.
- (bb) It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

Sec. 16-521. Minimum operational standards of grower facility.

In addition to all general requirements in section 16-519, the following minimum standards for grower facility shall apply:

- (a) All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support growing or harvesting of marihuana are located;
- (b) That portion of the structure where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the [fire](#) department ~~of police and fire services~~ to ensure compliance with the International Fire Code and City of Jackson Fire Prevention Ordinance;

- (c) The dispensing of marihuana or marihuana product at the grower facility shall be prohibited;
- (d) An air filtration system of sufficient size for the premises must be installed and operating at all times which recycles the air in the premises at least every three (3) minutes so as to eliminate any specific odor emanating from the premises.

Sec. 16-527. Penalties and discipline.

- (a) The city may require an applicant or holder of license of a medical marihuana facility or adult-use marihuana establishment to produce documents, records, or any other material pertinent to the investigation of an application or alleged violation of this chapter. Failure to provide the required material may be grounds for application denial, license revocation, or discipline.
- (b) A person who violates any provision of this ARTICLE related to a medical marihuana facility may result in a facility license being denied, revoked, suspended, or not renewed. In addition, civil fines of up to five thousand dollars (\$5,000.00) may be imposed against a licensee or against an employee or stakeholder of a licensee. Civil fines will be assessed for each day that the violation continues.
- (c) Any person in violation of any provision of this article related to adult-use marihuana establishment is responsible for civil infraction, punishable by a fine of up to five hundred dollars (\$500.00) plus cost of prosecution. This section is not intended to prevent enforcement of any provision of the state law by the ~~department of police~~ [or fire departments and fire services](#).

Chapter 21 – POLICE, Sec. 21-1, Sec. 21-3, Sec. 21-4 and Sec. 21-101 shall be amended to read as follows:

Sec. 21-1. Police Chief~~Director of police and fire services~~.

The police department ~~of police and fire services~~ shall be headed by the police chief~~director of police and fire services~~, who shall be the commanding officer for the department. He or she shall direct the police ~~and fire~~ work of the city and be responsible for the enforcement of law and order ~~as well as fire safety and protection~~.

Sec. 21-3. Department rules.

The police chief ~~director of police and fire services~~ may prescribe rules for the conduct of police ~~and fire~~ officers of the city, subject to approval of the city manager, which shall be maintained on file with the~~entered in a book~~ police department, ~~of police and fire services~~. Such rules and orders and may be amended or revoked by the police chief ~~director of police and fire services~~ upon written notice to the city manager. It shall be the duty of all members of the police department ~~and fire service~~ to comply with such rules and orders while effective.

Sec. 21-4. Acting director.

In case of the absence ~~of the police chief~~ from the city ~~of the director of police and fire services~~, or inability from any cause, to act as police chief~~director of police and fire services~~, the

city manager shall designate and appoint someone to act as director during such absence or disability.

Sec. 21-101. Definitions.

For purposes of the Ordinance, the following terms shall have the following defined meanings:

Commission means the Community Police Oversight Commission.

Department means Jackson City Police Department.

Director means the Police Chief~~Director of Police and Fire Services~~.

Chapter 25 – TRAFFIC AND MOTOR VEHICLES, Sec. 25-27.12 shall be amended to read as follows:

Sec. 25-27.12. Semi-trailer, truck tractor, motor home, recreational vehicle, or trailer parking prohibited.

It is unlawful to park a semi-trailer, truck tractor or uncoupled trailer on a public alley, upon a public street, or other public place within the city except when the parking is authorized in writing by the Community Development Department, when the parking is for purpose of loading and unloading, or when parking is for an emergency. It shall be unlawful to park a motor home, recreational vehicle or uncoupled trailer upon any residential street or public alley except when the parking is authorized in writing by the Community Development Department, when the parking is for the purpose of loading and unloading, or when the parking is for an emergency.

Section 25-30(a)(3) governs the penalty for violating this section.

In addition to the penalty above, when any semi-trailer, truck trailer, motor home, recreational vehicle or trailer is parked contrary to the provisions of this section, it may be removed after forty-eight (48) hours, by and under the direction of a member of the police department, to a place to be designated by the ~~director of police~~ chief and fire services.

When any semi-trailer, truck trailer, motor home, recreational vehicle or trailer is parked so as to be a hazard, by and under the direction of a member of the police department, it may be removed immediately to a place to be designated by the ~~director of police~~ chief and fire services.

Any person owning or entitled to possession of such semi-trailer, truck trailer, motor home, recreational vehicle or trailer may obtain possession thereof by paying to the custodian of the vehicle the towing fee, plus storage fees, for the length of time the vehicle or trailer has been held.

Whenever an officer removes a semi-trailer, truck trailer, motor home, recreational vehicle or trailer from public property as authorized in this section, the officer shall adhere to the notice and sale provisions of the Michigan Vehicle Code, MCL 257.1 et seq., as amended.

Section 3. Effective Date.

In accordance with Jackson City Charter Sec. 9.10, this Ordinance shall take effect on January 1, 2025 after final adoption.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 8, 2024

SUBJECT: Lot purchase agreement between VMG Construction LLC and the City of Jackson

Recommendation:

Approve the lot purchase agreement between VMG Construction LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

VMG Construction LLC is requesting exclusive rights to purchase 17 City owned lots for the development of new single family homes, multi-family home for both sale and rent. The lots request are located in the area described in the Master Plan as the "Health District". VMG Construction LLC agrees to pay \$300.00 per lot



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: October 8, 2024

RECOMMENDATION: Approve the lot purchase agreement between VMG Construction LLC and the City of Jackson

ISSUE STATEMENT

Raymundo Garcia contacted City staff approximately two months ago regarding the desire for his company, VMG Construction LLC, to construct new homes in the City of Jackson. Mr. Garcia on several occasions toured all neighborhoods of the City, to explore the best location opportunity for his company to build back a neighborhood. Mr. Garcia expressed the need for his company to select a location that is in close proximity to businesses with a large number of employees.

DESCRIBE THE CONSEQUENCES

Potential to sell 17 vacant city lots for \$300.00= \$5,100 income.
Having houses built on the lots will increase the City's tax base.
Selling the lots relieves the City of the requirement of ongoing maintenance such as mowing, garbage clean up from illegal dumping and tree removal.

OWNERSHIP

Many blighted and dilapidated houses were demolished in the City's Health District during the past ten years. The City through the sale of it's vacant properties has an opportunity to build back this area of the Community by selling vacant parcels to VMG Construction LLC, for the building of new residential homes. This project proposed by Raymundo Garcia, will pair well with the Allen Edwin build project that is occurring just 1.5 blocks to the east of the requested parcels and just 3 blocks to the East of two proposed Habitat for Humanity Builds and the City's MICH grant builds

SOLUTION

VMG Construction LLC identified 20 City owned vacant parcels as potential building sites, however three of the sites identified already have an option to purchase by Allen Edwin Homes Builders, this left 17 lots as potential building sites to purchase. All of the parcels are located

within the area designated by the City's master plan as the "Health District". VMG Construction LLC agrees to pay \$300.00 for each of the lots described as Exhibit A of the Purchase Agreement. Purchaser and Seller agree that Lots may be added, removed, or exchanged for other lots upon mutual consent of both parties. In the event a purchase offer is made to the City for any Lots identified in Exhibit A from a person/entity other than Purchaser, then Purchaser shall have the right to exercise their option to purchase that Lot for three hundred dollars (\$300.00). Such option must be exercised within five (5) days of Purchaser's written receipt of the purchase offer. In the event the ROFR is exercised, Purchaser shall, within thirty (30) days of the closing on the Lot, begin construction of a single-family home on the Lot purchased. If the right of first refusal is not so exercised, in writing, the Lot(s) may be sold to the other buyer.

FACILITATE IMPLEMENTATION

Approve the lot purchase agreement between VMG Construction LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

ATTACHMENTS

1. VMG lot purchase agreement
2. 301 Meyers Jackson - 950 elevations
3. 301 Meyers Jackson - 950 floor plans
4. 301 Meyers Jackson - 950 kitchen option
5. 301 Meyers Jackson - 950 x sections
6. Jackson Lots with Proposed Plot Plans
7. Exhibit A . Health_Dist_ VMG Development

LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this “Agreement”) is made on _____, 2024, by and between VMG CONSTRUCTION, LLC, a Michigan limited liability company of 6801 S Martin Luther King Jr BLVD., Lansing, MI 48911 (“Purchaser”) and CITY OF JACKSON, a Michigan home rule city, of 161 W. Michigan Avenue, Jackson, MI 49201 (“Seller” or the “City”) as follows:

BACKGROUND

Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to twenty (20) Lots located in the City of Jackson, Jackson County, Michigan, (the “Lots”), as described on the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Lots. Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to twenty (20) Lots located in the City of Jackson, Jackson County, Michigan, as described on Exhibit A (the “Lots”). Purchaser and Seller agree that Lots may be added, removed, or exchanged for other lots upon mutual consent of both parties.

2. Purchase Price. The Purchase Price for each Lot shall be three hundred dollars (\$300.00).

The Purchase Price shall be delivered at each Closing in immediately available funds subject to the terms and conditions stated in this Agreement and consistent with the schedule in Section 5 of this Agreement. The Purchaser’s obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The “Investigation Period” shall expire forty five (45) days following the date this Lot Purchase Agreement has been executed by both parties (the “Effective date”). During the Investigation Period, Purchaser shall have the right to have the Lots inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser’s agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Lots for purposes of having such investigations performed and the right to discuss the Lots and the conditions related thereto with governmental authorities. Purchaser may choose to have Contractors perform site investigation work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of each Closing shall be pro-rated as of the date of each Closing on a calendar basis based upon the amount of such taxes if known at the time of each Closing.

5. Closing Deadline; Purchase Schedule. The Purchase Price shall be paid, and the individual Closings shall occur, as follows:

A. Purchaser shall, subject to paragraph 5(B), retain an exclusive right to purchase the lots described in Exhibit A, until January 1st, 2027

B. Purchaser shall retain the right to purchase the Lots described in Exhibit A (the “Option Purchase Period”) under a right of first refusal (“ROFR”). In the event a purchase offer is made to the City for any unsold Lot identified in Exhibit A from a person/entity other than Purchaser, then Purchaser shall have the right to exercise their option to purchase that Lot for three hundred dollars (\$300.00). Such option must be exercised within five (5) business days of Purchaser’s written receipt of the purchase offer. In the event the ROFR is exercised, Purchaser shall, within thirty (30) days of the closing on the Lot, begin construction of a single-family home or multi family home on the Lot purchased. If the right of first refusal is not so exercised, in writing, the Lot(s) may be sold to the other buyer.

C. Option Purchase Periods. During the Option Purchase Period, Purchaser shall have access to the Lots and investigation rights consistent with Section 3 hereof to evaluate the Optioned Lots for suitability. There may be multiple purchases and closings within the Option Purchase Period. Purchases shall be measured cumulatively.

6. Seller’s Closing Deliveries. At each Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Quit Claim Deed conveying to Purchaser title to the Lots, executed and acknowledged by Seller in recordable form;

7. Purchaser’s Closing Deliveries. At each Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Title. Purchaser may order at its expense, a commitment for an owner’s policy of title insurance from a title company of their choosing (the “Title Policy”). After Purchaser has received both the title commitment and the Survey described in Section 9 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. Seller shall have ten (10) days from receipt of such notice of objections to provide written notice to

Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser notifies Seller of the existence of defects rendering title unmarketable and should Seller fail to effect cure of such defects by each Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate this Agreement.

9. Survey. Purchaser may order at its expense, a new ALTA survey (the "Survey") of the Lots, showing the legal description of the Lots, any boundary encroachments that may impact the Lots, all easements affecting the Lots and such other matters desired by Purchaser.

10. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Lots as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

11. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Lots in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Lots and has not entered into any contract to sell the Lots as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Seller has not received any notice of, and has no knowledge of, existing violations on the Lots or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At each Closing, there will be no parties in possession of the Lots or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Lots.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Lots, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Warranty Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Lots have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Lots, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Lots, either before or after each Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Lots (other than those not currently due and payable) shall be properly paid on or before each Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Lots.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Lots and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Lots of which Seller is aware or that are in Seller's possession or control.

12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive each Closing, that as of the date hereof, and on the date of each Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

13. Indemnification. Only to the extent authorized under Michigan law, Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all

expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

14. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Lots, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to close is caused by its inability to clear a title exception, and in such event Purchaser's damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

15. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

16. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

17. Confidentiality. Subject to the requirements of the Open Meetings and Freedom of Information Acts, the parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities necessary for consummation of this Agreement and for Purchaser's purposes as provided above.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Lots and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller: CITY OF JACKSON
ATTN: Jonathan Greene, City Manager
161 W. Michigan Avenue

Jackson, MI 49201
E-mail: jgreene@cityofjackson.org

With a copy to: Matthew Hagerty, City Attorney
161 W. Michigan Avenue
Jackson, Michigan 49201
mhagerty@cityofjackson.org

To Purchaser: VMG Construction, LLC
ATTN: Raymundo Garcia
6081 S Martin Luther King Jr BLVD
Lansing, MI 48911

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Purchaser is unrepresented and waives any buyer-side commission.

G. Seller shall extend the public water line and sewer laterals to the edge of the public right-of-way for the Lots purchased by Purchaser under this Agreement and shall waive any connection fees for water and sewer service.

H. Seller shall provide sidewalk repairs and/or replacement, as determined by the City's Chief Building Official and/or Director of Public Works and curb cuts (excluding the apron/approach) for the Lots at no cost to Purchaser.

I. This Agreement is expressly subject to the approval of the Jackson City Council at a regularly scheduled public meeting.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
CITY OF JACKSON

By: Jonathan Greene
Its: City Manager

PURCHASER:
VMG Construction, LLC

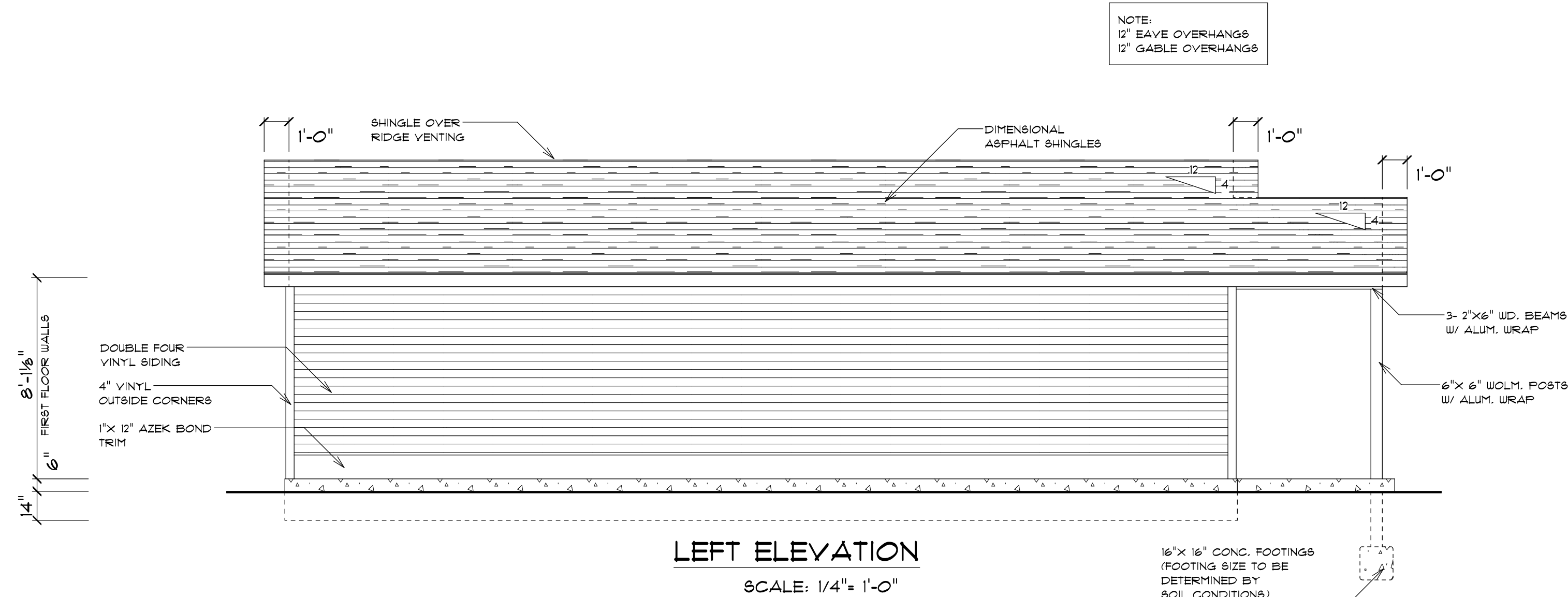
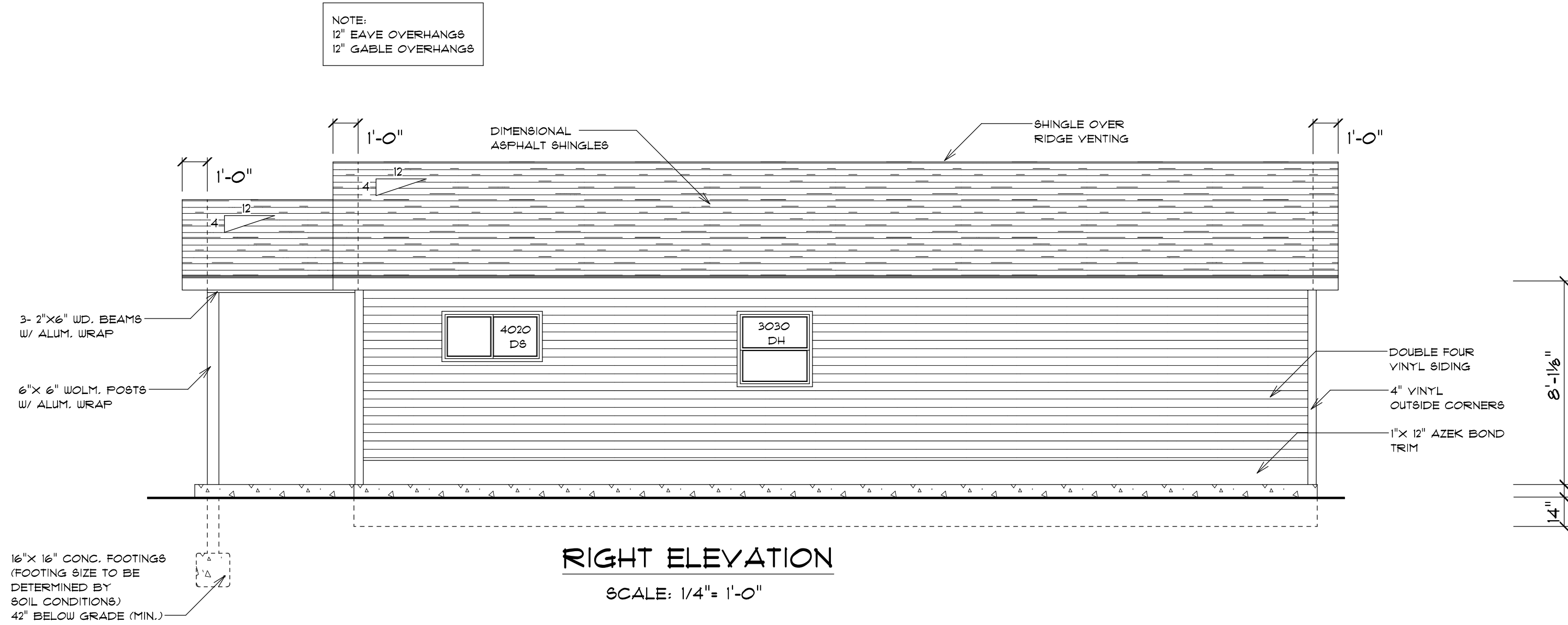
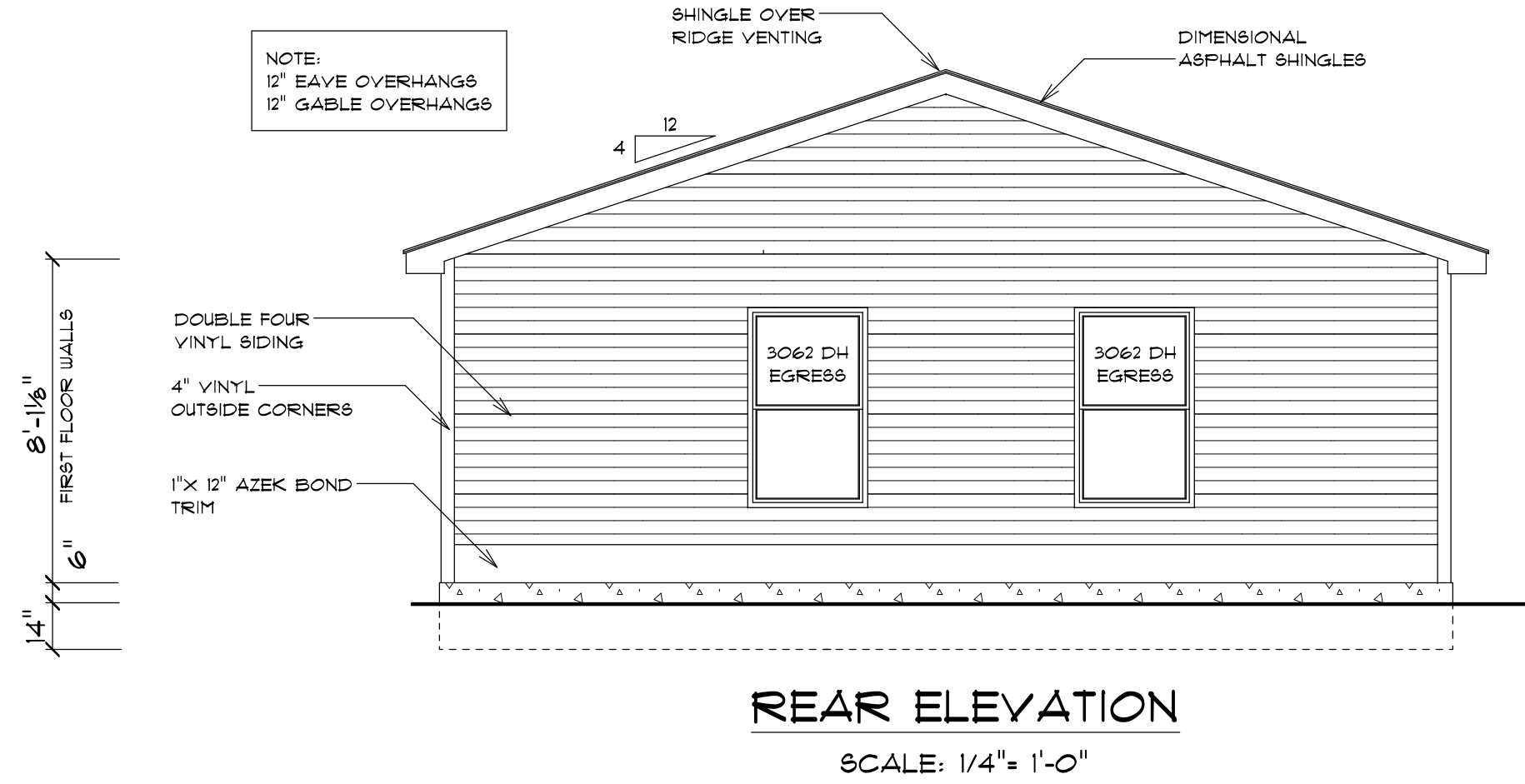
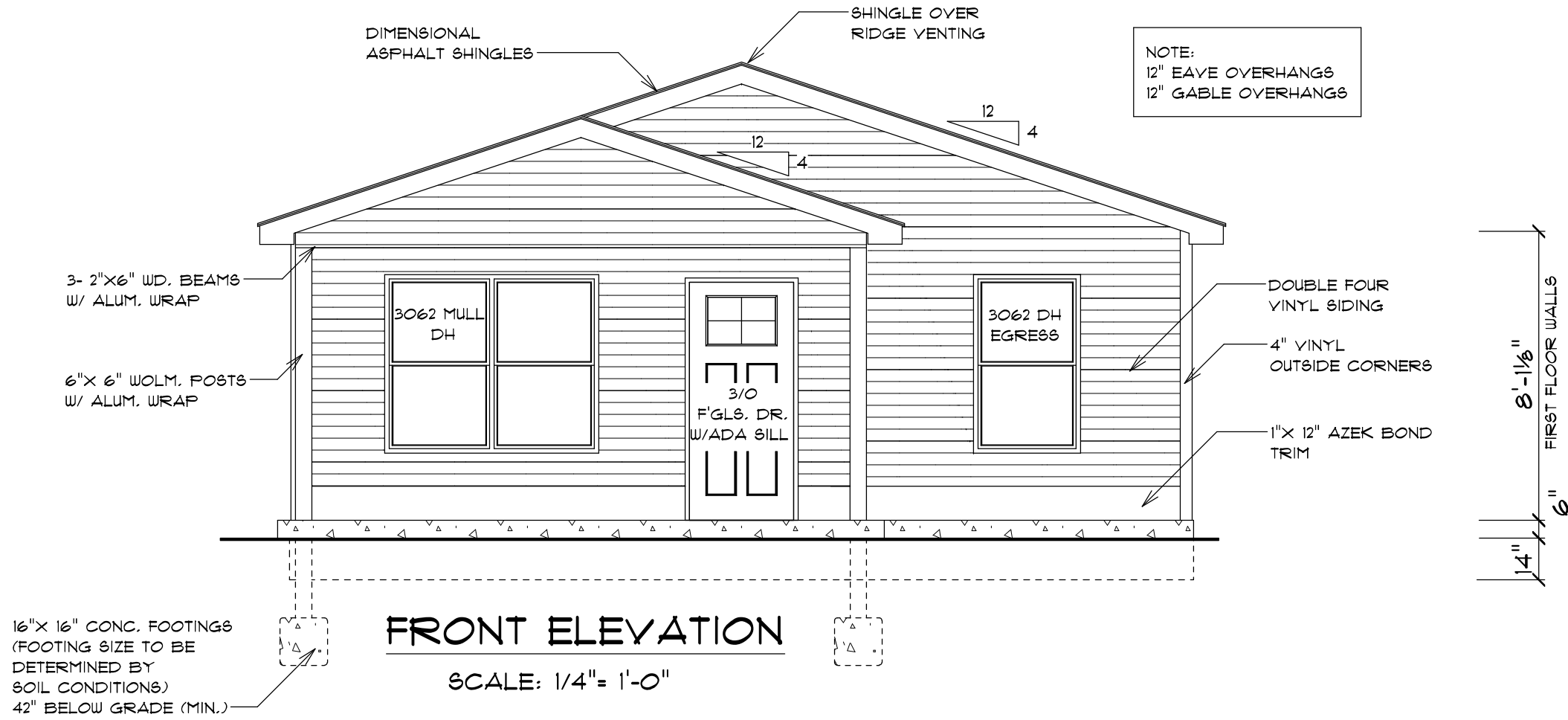
By: _____
Raymundo Garcia
Its: Resident Agent

EXHIBIT A

City of Jackson, Jackson County, Michigan

The parties will agree to a precise legal description of the Land prior to closing.

NOTE:
WHILE GREAT CARE HAS BEEN TAKEN TO ENSURE THE ACCURACY OF THESE PRINTS, NO ATTENTION HAS BEEN GIVEN TO A SPECIFIC INDIVIDUAL BUILDING SITE. THEREFORE IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADDRESS ANY AND ALL EXISTING SITE CONDITIONS, SET BACKS, ELEVATIONS AND HOOK-UPS. THE CONTRACTOR IS ALSO RESPONSIBLE TO VERIFY ALL DIMENSIONS AND DETAILS FOR ACCURACY. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL CURRENT BUILDING CODES AND ADHERE TO STANDARD BUILDING PRACTICES IN A PROFESSIONAL MANNER.



YMG CONSTRUCTION LLC.

PROGRESSIVE HOME DESIGNS

PROJECT LOCATION:
301 MEYERS AVE.
JACKSON, MI. 49203

DENNIS J. GRAHAM
8855 CUTLER RD.
MULLIKEN, MI. 49861

DATE: 5-30-24
REVISED: 6-24-24
DRAWING#: 2 OF 3

SCALE: 1/4" = 1'-0"
DRAWN BY: DJG
APPROVED: DJG

FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 950 SQUARE FEET

The floor plan shows a single-story house with the following rooms and features:

- BEDROOM #1:** 10'-0" x 11'-0". Includes a closet (CL) and a linen closet (LINEN).
- BEDROOM #2:** 14'-3" x 12'-6". Includes a closet (CL) and a linen closet (LINEN).
- BATH:** 5'-0" x 12'-2". Includes a 6'-0" x 3'-0" I.F.C. (In-Floor Heating) and a 3'-0" x 5'-0" tub/shower.
- LIVING ROOM:** 14'-5" x 13'-1". Features a fireplace (F.P.), a television (TV), and a large window.
- DINING AREA:** 9'-3" x 9'-3". Includes a table and chairs.
- KITCHEN:** 9'-3" x 11'-0". Includes a refrigerator (REF.), a stove, a sink, and a countertop.
- UTILITY:** 5'-3" x 8'-4". Includes a washer/dryer area and a storage cabinet.
- COVERED PORCH:** 11'-0" x 6'-6". Includes a pergola and a large window.

Dimensions and other details are provided throughout the plan, including wall thicknesses, door swings, and window sizes.

FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

FROST PROTECTED SHALLOW FOUNDATION

EDGE OF THICKENED SLAB

SLAB EDGE OF HEATED FLOOR AREA

EDGE OF HORIZONTAL INSULATION CONTINUOUS AT PERIMETER OF HEATED FLOOR AREA

11'-0" X 6'-6" 6" THICK CONC. COVERED PORCH SLAB

16" X 16" CONC. FOOTINGS (FOOTING SIZE TO BE DETERMINED BY SOIL CONDITIONS) 42" BELOW GRADE (MIN.)

25'-0"

38'-0"

2'-0"

14"

6'-6"

5'-9 1/4"

8 3/4"

15'-6 1/2"

9'-2 3/4"

2 3/4"

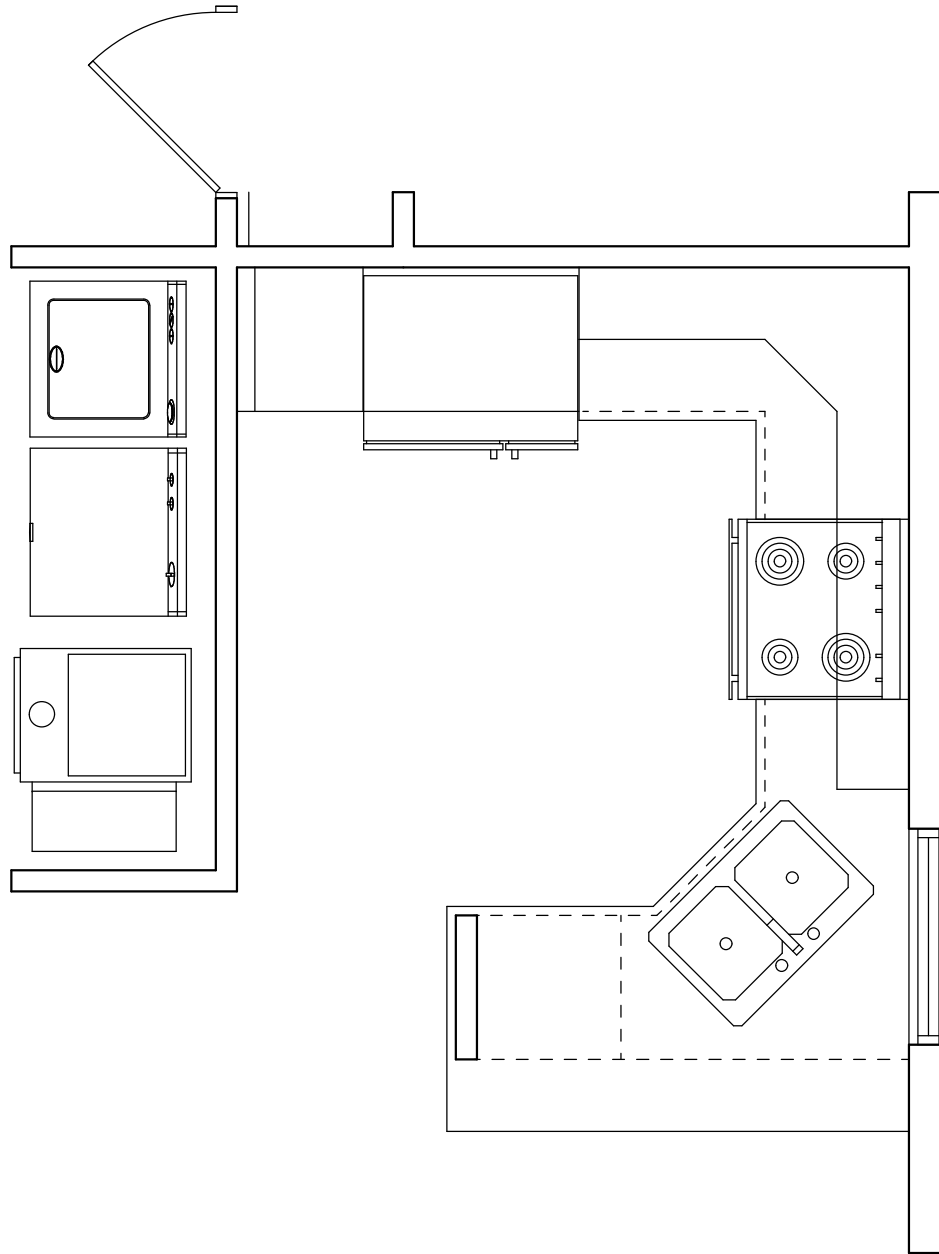
17'-0"

8'-6"

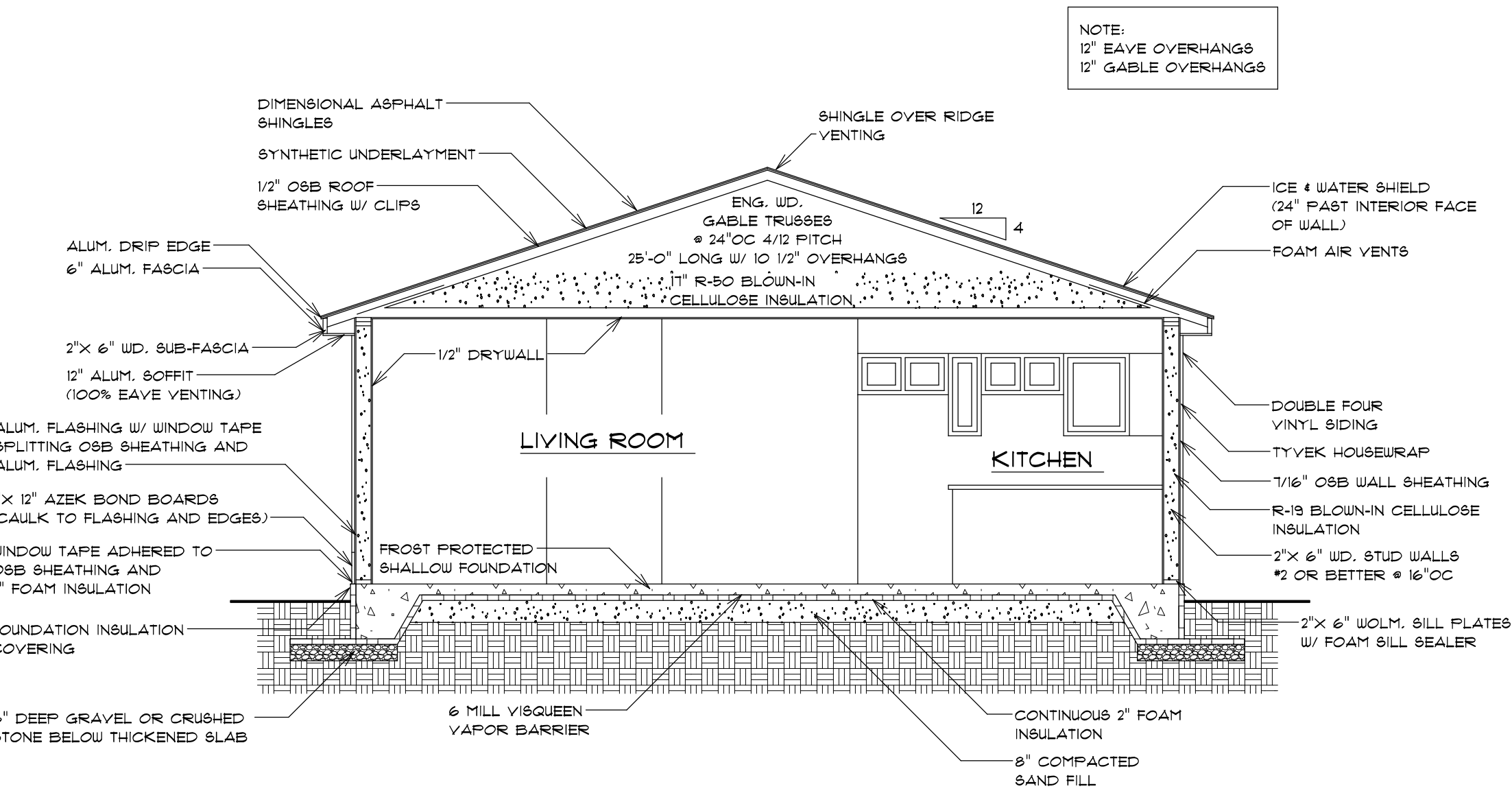
"A"

"B"

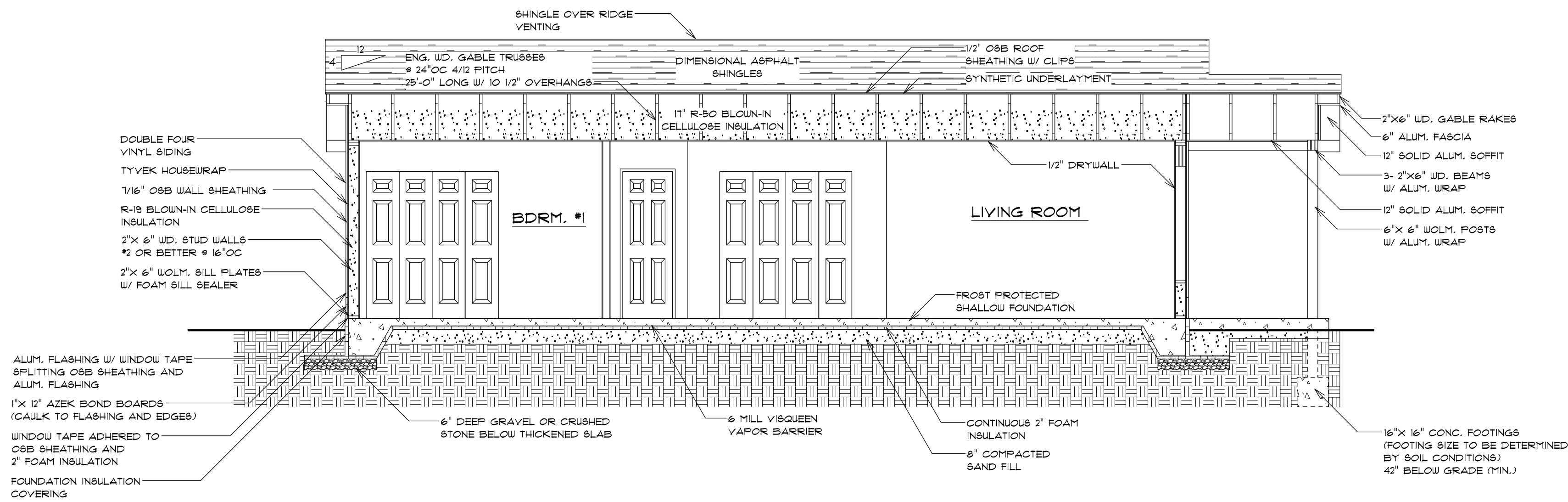
PROGRESSIVE HOME DESIGNS DENNIS J. GRAHAM 8885 CUTLER RD. MULLIKEN, MI. 48861 CELL: 1-517-342-6124 dennis_graham@hotmail.com	VMG CONSTRUCTION LLC. PROJECT LOCATION: 301 MEYERS AVE. JACKSON, MI. 49203		SCALE 1/4" = 1'-0"	DATE 5-23-24
			DRAWN BY DJG	REVISED 6-24-24
			APPROVED DJG	DRAWING# 1 OF 3



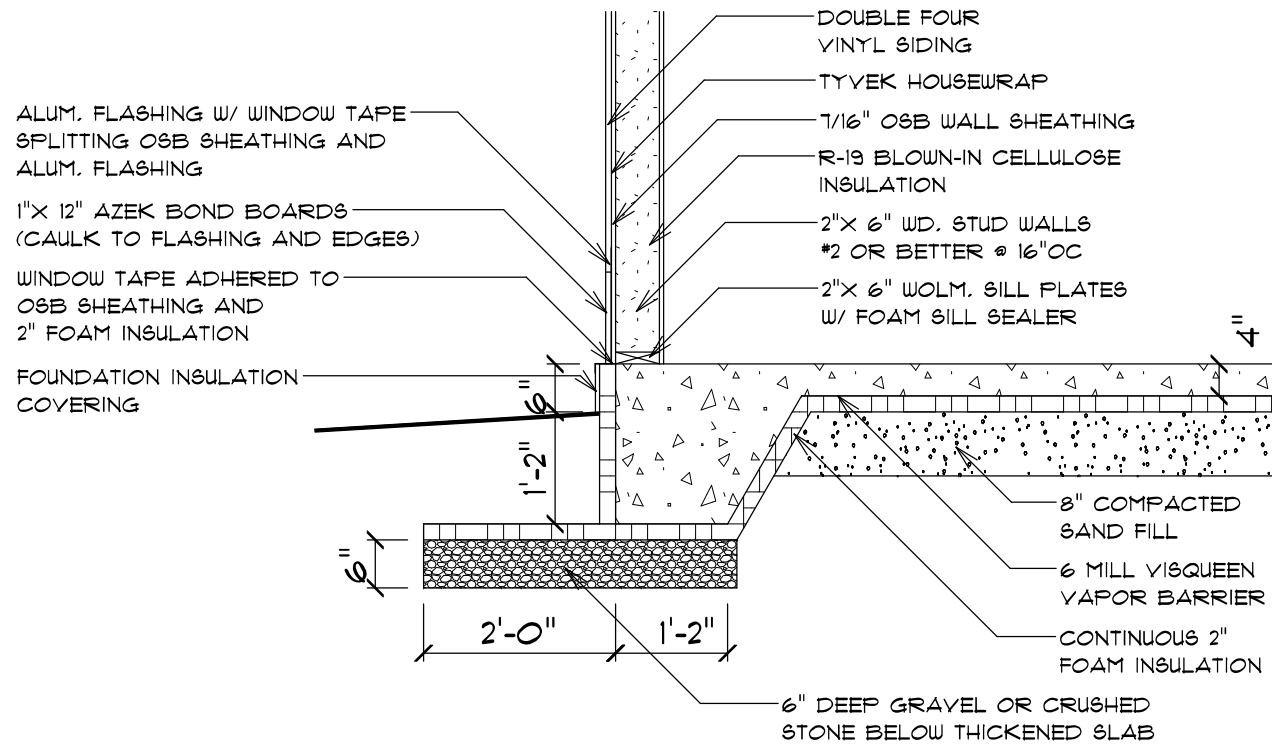
NOTE:
WHILE GREAT CARE HAS BEEN TAKEN TO ENSURE THE ACCURACY OF THESE PRINTS, NO ATTENTION HAS BEEN GIVEN TO A SPECIFIC INDIVIDUAL BUILDING SITE. THEREFORE IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADDRESS ANY AND ALL EXISTING SITE CONDITIONS, SET BACKS, ELEVATIONS AND HOOK-UPS. THE CONTRACTOR IS ALSO RESPONSIBLE TO VERIFY ALL DIMENSIONS AND DETAILS FOR ACCURACY. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL CURRENT BUILDING CODES AND ADHERE TO STANDARD BUILDING PRACTICES IN A PROFESSIONAL MANNER.



CROSS SECTION "A"
SCALE: 1/4" = 1'-0"



CROSS SECTION "B"
SCALE: 1/4" = 1'-0"



FROST PROTECTED
SHALLOW FOUNDATION DETAIL
SCALE: 1/2" = 1'-0"

YMG CONSTRUCTION LLC.

PROGRESSIVE HOME DESIGNS

DATE 5-31-24

SCALE 1/4" = 1'-0"

DRAWN BY DJG

APPROVED DJG

REVISED 6-25-24

DRAWING# 3 OF 3

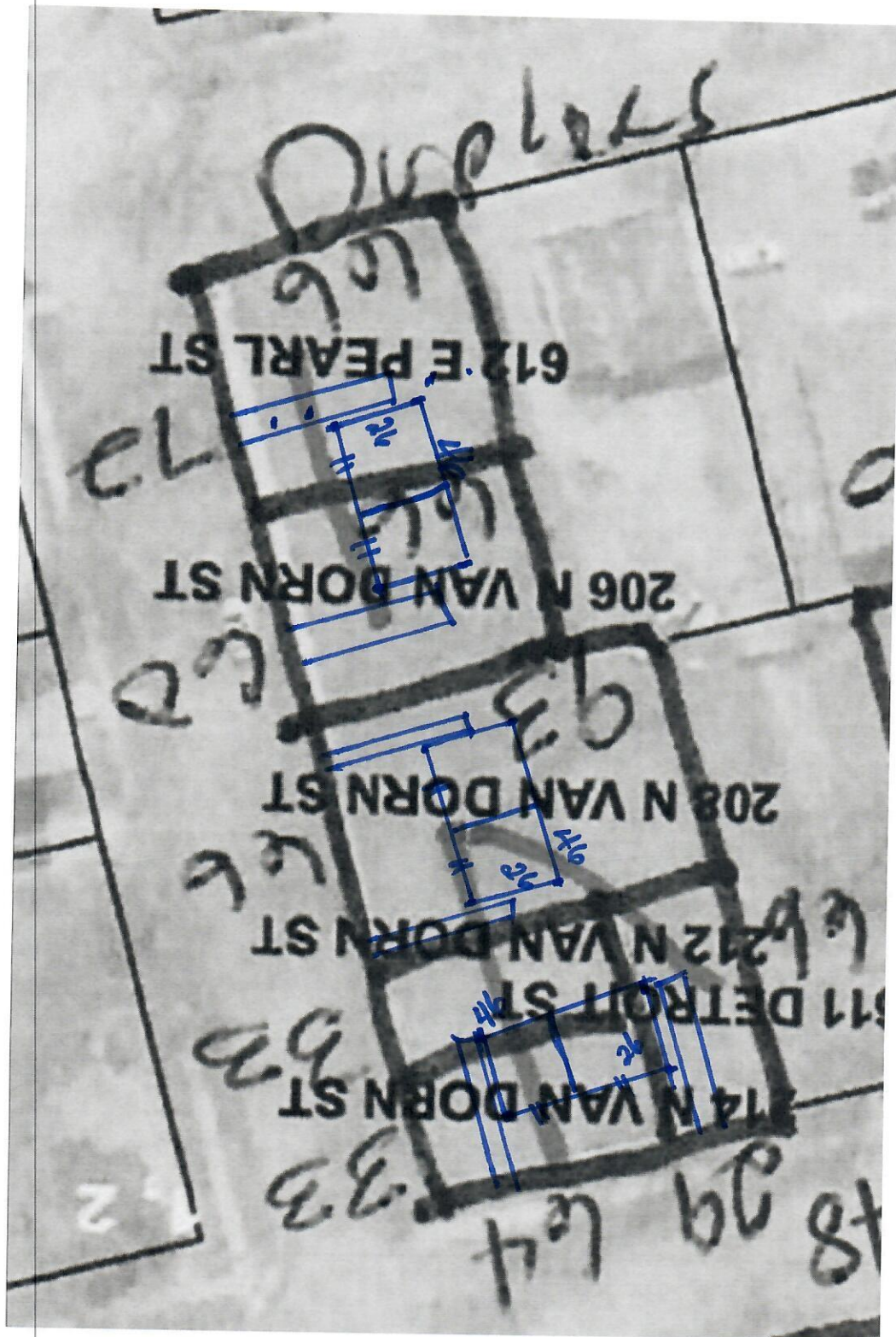
PROJECT LOCATION:
301 MEYERS AVE.
JACKSON, MI. 49203

DENNIS J. GRAHAM
8855 CUTLER RD.
MULLIKEN, MI. 48861
CELL: 1-517-348-6124
dennis_graham@hotmail.com

Duplexes

Combine 612 E Pearl + 206 N. Van Dorn

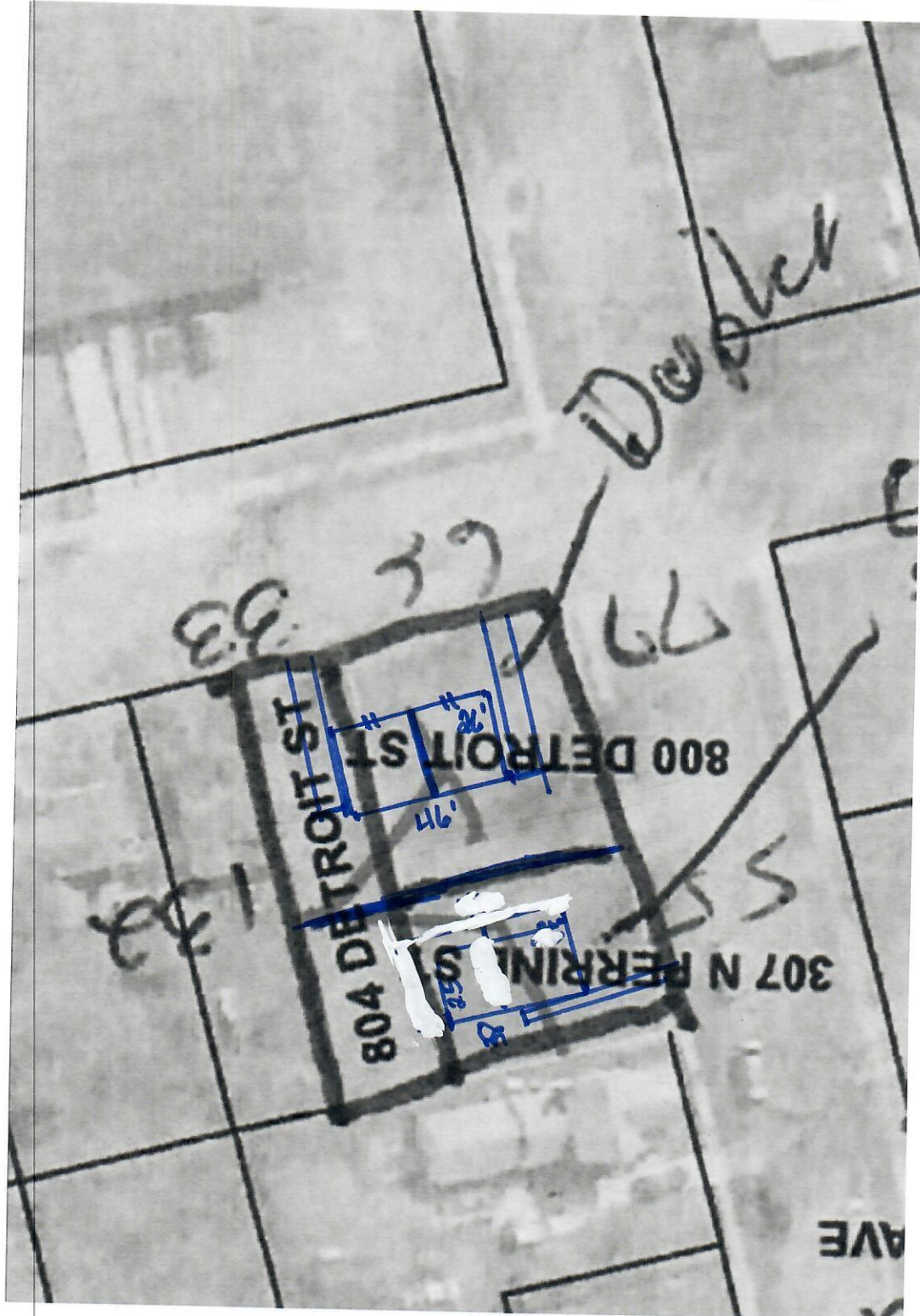
Combine 611 Detroit + 214 and 212 N. Van Dorn



Duplex

Add 77x33 to 800 Detroit

Add 55x33 to 307 N. Perrine - Single Family

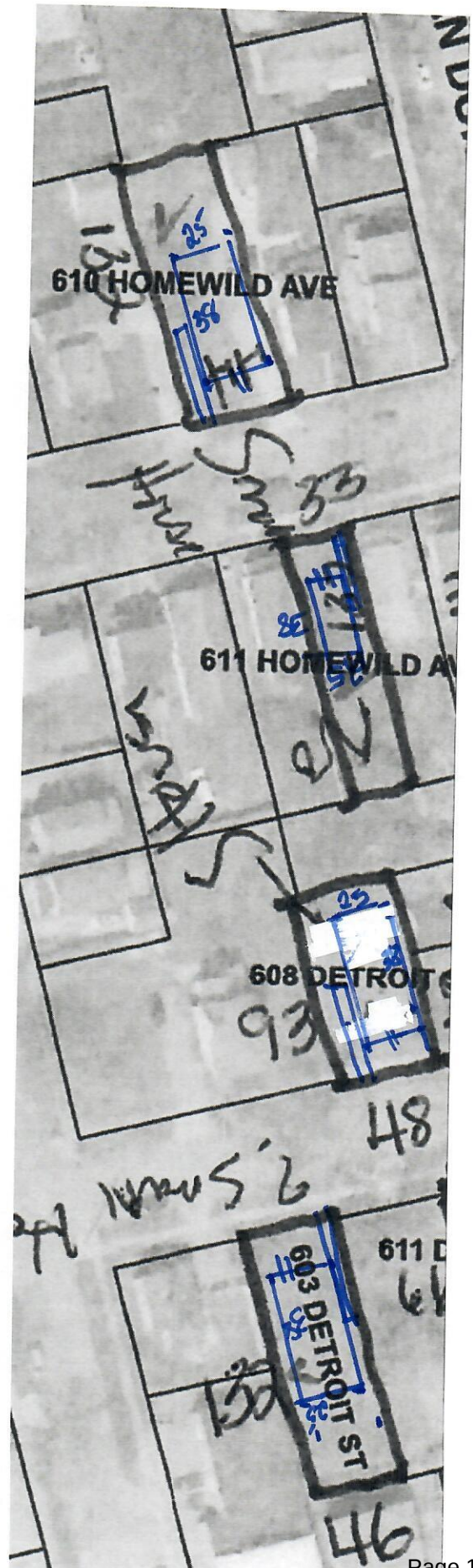


single family
25x38



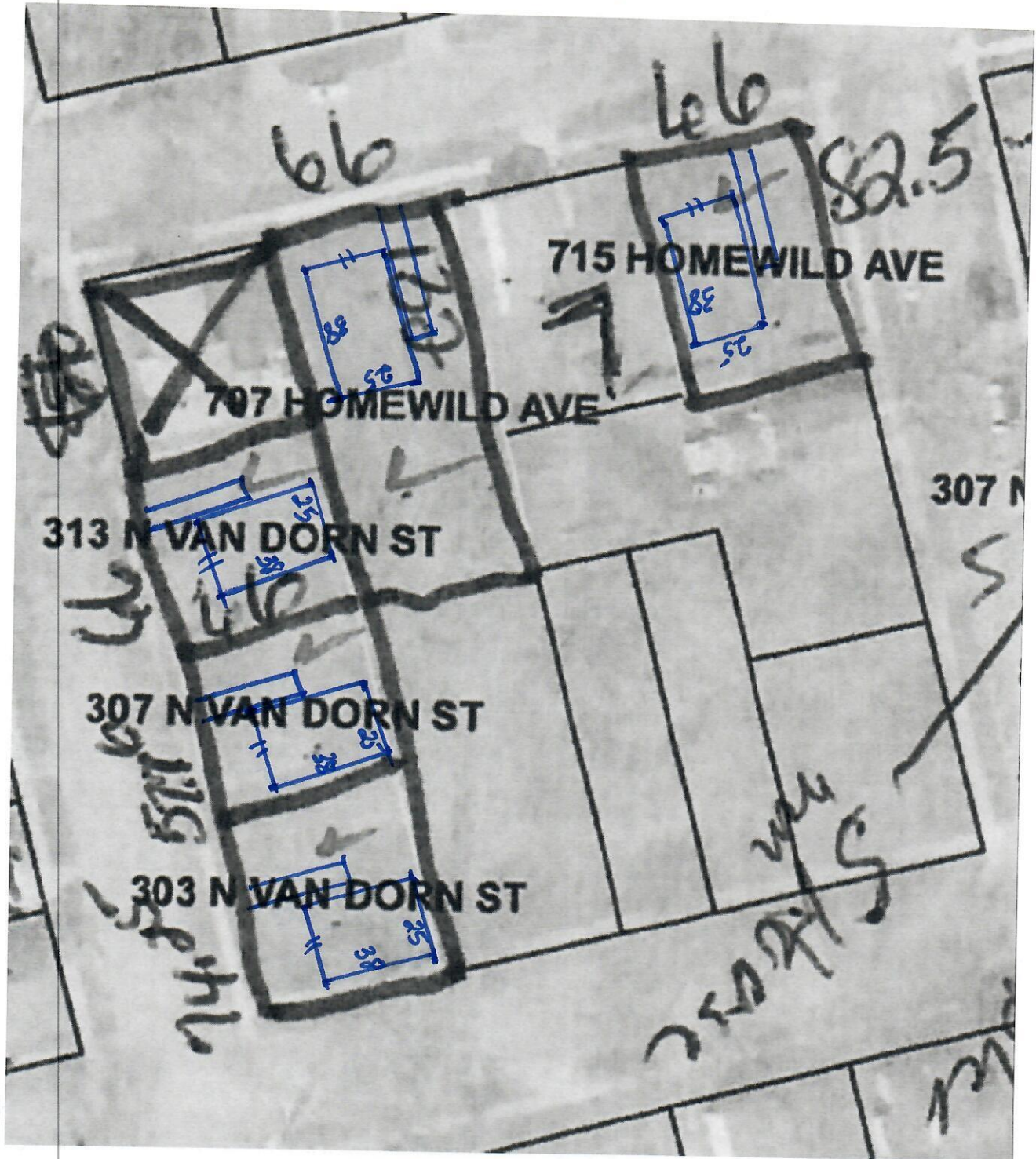
Single family

25 x 38



Single Family

25x38



PIN	O_CITY	OWNER	P_FULLADD	P_CLASS
7-0444.1000	JACKSON	CITY OF JACKSON	206 N VAN DORN ST	402 - RESIDENTIAL VACANT
7-044000000	JACKSON	CITY OF JACKSON	208 N VAN DORN ST	402 - RESIDENTIAL VACANT
7-044300000	JACKSON	CITY OF JACKSON	212 N VAN DORN ST	402 - RESIDENTIAL VACANT
7-044200000	JACKSON	CITY OF JACKSON	214 N VAN DORN ST	402 - RESIDENTIAL VACANT
7-035600000	JACKSON	CITY OF JACKSON	303 N VAN DORN ST	402 - RESIDENTIAL VACANT
7-036900000	JACKSON	CITY OF JACKSON	307 N PERRINE ST	402 - RESIDENTIAL VACANT
7-035700000	JACKSON	CITY OF JACKSON	307 N VAN DORN ST	402 - RESIDENTIAL VACANT
7-035800000	JACKSON	CITY OF JACKSON	313 N VAN DORN ST	402 - RESIDENTIAL VACANT
7-043500000	JACKSON	CITY OF JACKSON	603 DETROIT ST	402 - RESIDENTIAL VACANT
7-034900000	JACKSON	CITY OF JACKSON	608 DETROIT ST	402 - RESIDENTIAL VACANT
7-044100000	JACKSON	CITY OF JACKSON	611 DETROIT ST	402 - RESIDENTIAL VACANT
7-035100000	JACKSON	CITY OF JACKSON	611 HOMEWILD AVE	402 - RESIDENTIAL VACANT
7-044400000	JACKSON	CITY OF JACKSON	612 E PEARL ST	402 - RESIDENTIAL VACANT
7-036000000	JACKSON	CITY OF JACKSON	707 HOMEWILD AVE	402 - RESIDENTIAL VACANT
7-036400000	JACKSON	CITY OF JACKSON	715 HOMEWILD AVE	402 - RESIDENTIAL VACANT
7-036800000	JACKSON	CITY OF JACKSON	800 DETROIT ST	402 - RESIDENTIAL VACANT
7-037500000	JACKSON	CITY OF JACKSON	804 DETROIT ST	402 - RESIDENTIAL VACANT

P_ACREAGE_1 ParcelMa_2

0.09 C-4

0.14 R-4

0.05 R-4

0.05 R-4

0.11 R-4

0.08 R-4

0.09 R-4

0.1 R-4

0.14 R-4

0.1 R-4

0.05 R-4

0.1 R-4

0.11 C-4

0.2 R-4

0.12 R-4

0.12 R-4

0.1 R-4