



AGENDA - CITY COUNCIL

Tuesday, February 25, 2025

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation will be given by Sixth Ward Councilmember Will Forgrave.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. February 11, 2025 City Council Meeting Minutes

B. 2024 Annual Report

Accept and place on file, the 2024 Annual Report.

C. Special Event Application: Ides of March Toga Crawl

Approve a request from the Jackson Downtown Development Authority to host the Ides of March Toga Crawl on March 15, 2025, in downtown Jackson.

- D. Special Event Application: 3rd Annual Jackson YMCA Shamrock Shuffle 5k

Approve a request from the Jackson YMCA to host the 3rd Annual Jackson YMCA Shamrock Shuffle 5k on March 15, 2025, in downtown Jackson and Horace Blackman Park.

- E. Resignation from Downtown Development Authority

Accept with regret, the resignation of Tonia White from the Downtown Development Authority.

- F. Appointment to Downtown Development Authority

Approval of the Mayor's recommendation to appoint Scott Pienta to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2029.

- G. Appointment to Local Officers Compensation Commission

Approve the Mayor's recommendation to appoint Bridget Simone to the Local Officers Compensation Commission for a seven-year term beginning immediately and ending on February 28, 2032.

- H. Reappointment to City Planning Commission

Approve the Mayor's recommendation to reappoint Clyde Mauldin to the City Planning Commission for a three-year term beginning immediately and ending on December 31, 2028.

- I. Reappointment to the Zoning Board of Appeals

Approve the Mayor's recommendation to reappoint Clyde Mauldin as the City Planning Commission representative on the Zoning Board of Appeals for a term of 3 years, beginning immediately and ending on 12/31/28.

9. OTHER BUSINESS.

- A. East Side Economic Development Update

10. NEW BUSINESS.

- A. Acceptance of Vacant Land Donation

Accept the donation of vacant residential property on Cooper and Detroit Streets (parcel #s 7-031400000, 7-0314.A000, 7-032500000, & 7-031300000), approve the donation agreements and quit claim deeds, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the

appropriate documents necessary to complete the transaction.

B. Acceptance of Cooper & Trail Street Vacant Land Donation

Accept the donation of vacant residential property on Cooper & Trail Streets (Parcel #7-067600000), approve the donation agreement and quit claim deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

C. 2025-2026 CDBG & HOME Preliminary Allocations

Identify Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2025 – 2026 and Establish Preliminary Funding Allocations for those Projects

D. MDOT Resolution- Capital Preventative Bridge Maintenance

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the capital preventative maintenance on three bridges over the Grand River and authorize the Mayor and City Clerk to execute the appropriate documents.

E. Approve a Resolution for Application to MDOT for Local Bridge Program Funding

Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for the Martin Luther King, Jr. Drive bridge over the Grand River.

F. MDOT Resolution for MLK street reconstruction

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for street reconstruction on Martin Luther King, Jr. Drive from South Street to Morrell Street authorize the Mayor and City Clerk to execute the appropriate documents.

G. MDOT Resolution for Milling and Resurfacing- Brown & Blackstone

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for milling and resurfacing on Brown Street from Denton Road to High Street and roadway widening on Blackstone Street from Glick Highway to VanBuren Street and authorize the Mayor and City Clerk to execute the appropriate documents.

H. Change Order 1- Wastewater Treatment Plant Replacement Contract

Approve Change Order 1 to the Wastewater Treatment Plant Culverts #2 and #4 Replacement contract with Bailey Excavating, Inc. in the decreased amount of \$63,602.34 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

- I. Authorize payment to Dunigan Brothers, Inc. for Replacement of Transmission Main Valve

Authorize the payment of a Dunigan Brothers, Inc. invoice in the amount of \$172,491.18 for the replacement of a transmission main valve at the outlet from the High Service Pump Station and authorize the Water Treatment Plant Supervisor and City Manager to execute the appropriate document(s).

- J. Sale of City owned property located at 228 W. Michigan Avenue (Hotel Hayes), for \$25,000.00 to Collier Gibson

Approve the sale of the Hotel Hayes, located at 228 W. Michigan Avenue to Collier Gibson. Authorize the City Manager and City Attorney to create the Property Purchase Agreement and Property Development Agreement and any other authorized documents to complete the sale of the Property, making minor modifications as necessary.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.



CITY COUNCIL MEETING MINUTES

February 11, 2025

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by guest of Fifth Ward Councilmember Christy May Davis, James Morrison of the Summit Church

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 Christy Davis, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Police Chief Elmer Hitt, and City Engineer Troy White.

ADOPTION OF AGENDA:

Motion was made by Councilmember Robinson, seconded by Councilmember Wood to adopt the agenda.

Motion was made by Councilmember Robinson, seconded by Councilmember Wood to amend the agenda to add the appointment of Julis Bicy to the Youth Council to the consent calendar. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

Vote was taken on the agenda as amended. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS:

- A. Presentation by Rehmann, LLC, of the City of Jackson's Audit Report for Fiscal Year Ended June 30, 2024.**

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

- A. January 28, 2025 Regular Meeting Minutes of the Jackson City Council**
Approve the minutes of the regular meeting of the Jackson City Council on January 28, 2025.
- B. City of Jackson, Michigan Financial Statements for the Six Months Ended December 31, 2024**
- C. Special Event Application: Fairy Festival**
Approve a request from the Jackson School of the Arts to host the Fairy Festival on April 12, 2025, in downtown Jackson.
- D. Special Event Application: Jackson Interfaith Shelter Block Party**
Approve a request from the Jackson Interfaith Shelter to host the Block Party on Saturday, July 19, 2025, in downtown Jackson
- E. Planning Commission Annual Report**
Accept and place on file the Planning Commission 2024 Annual Report.
- F. Reappointment to the Jackson District Library Board of Trustees**
Approve the Mayor's recommendation to reappoint Jacqueline Barber to the Jackson District Library Board of Trustees for a four year term beginning immediately and ending on February 10, 2029.
- G. Appointments to Youth Council**

Approve the Mayor's recommendation to appoint Jaylah Wilkie, Isabella Perez, and Julius Bicy each for a term of 2 years, expiring on 5/31/27.

H. A Resolution terminating MERS Health Care Savings Program (HCSP) Division #301289 for members of the International Association of Firefighters hired after July 1, 2016

Authorize the City Manager to execute the MERS Health Care Savings Program Division # 301289 Withdrawal and Asset Transfer Agreement on behalf of the City of Jackson and any other documents necessary to facilitate the termination of Division 301289 of the City's MERS Health Care Savings Program.

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

OTHER BUSINESS: none.

NEW BUSINESS:

A. BS&A Cloud Software and Services Upgrade

Recommendation: *Approval of the BS&A Customer Order Form for Software and Services for BS&A Cloud Upgrade for \$135,275 for implementation costs and \$148,340 for the first-year subscription costs and authorize the City Manager and Finance Director to sign the appropriate documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the BS&A Customer Order Form for Software and Services for BS&A Cloud Upgrade for \$135,275 for implementation costs and \$148,340 for the first-year subscription costs and authorize the City Manager and Finance Director to sign the appropriate documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. Hupp-Morrell Transmission Main Contract Award

Recommendation: *Approve the award of the Hupp-Morrell Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$4,307,011.80 and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Wood, seconded by Vice Mayor Dancy to award of the Hupp-Morrell Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$4,307,011.80 and authorize the Mayor and City Clerk to execute the appropriate documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis,

and Forgrave (7). Nays: none. Motion carried.

C. Resolution - MDOT contract for Martin Luther King, Jr. Equality Trail construction

Recommendation: *Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the reconstruction of the Martin Luther King Equality Trail from Martin Luther King, Jr. Drive to Merriman Street and trail infill construction between the Elmdale Trail in Ella Sharp Park to the MLK Equality Trail, and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Robinson, seconded by Councilmember Gunn to approve a resolution to enter into a contract with the Michigan Department of Transportation for the reconstruction of the Martin Luther King Equality Trail from Martin Luther King, Jr. Drive to Merriman Street. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

D. Renaming of New Leaf Park

Recommendation: *Approve renaming New Leaf Park as Griffin Park in honor of Michael Griffin, Marty Griffin and John Griffin for their decades of dedicated public service and lasting impact on the City of Jackson and the State of Michigan. Request the Parks & Recreation Director to coordinate placing appropriate signage and recognition within the newly named Griffin Park to honor the contributions and legacies of Michael Griffin, Marty Griffin and John Griffin*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve renaming New Leaf Park as Griffin Park in honor of Michael Griffin, Marty Griffin and John Griffin for their decades of dedicated public service and lasting impact on the City of Jackson and the State of Michigan. Request the Parks & Recreation Director to coordinate placing appropriate signage and recognition within the newly named Griffin Park to honor the contributions and legacies of Michael Griffin, Marty Griffin and John Griffin. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

E. Appointment of Police Chief

Recommendation: *Consent to the City Manager's appointment of Chris Simpson as Chief of the Jackson Police Department*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to consent to the City Manager's appointment of Chris Simpson as Chief of the Jackson Police Department. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy,

Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none.
Motion carried.

City Clerk Andrea Muray administered the oath of office commencing on February 22, 2025

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave all offered comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No other business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Wood. Mayor Mahoney adjourned the meeting at 7:31 p.m.



CITY OF JACKSON

MICHIGAN

ANNUAL REPORT 2024

A Message from the CITY MANAGER

Looking around the City of Jackson, you're sure to see signs of a community on the move. New homes taking shape on vacant lots, apartment buildings reaching the sky, City facilities getting much-needed upgrades, fresh infrastructure replacing outdated streets, and vacant storefronts filling up with new businesses.

As you will read about in the Annual Report for 2024, our community's success is not solely credited to new construction; it's the people that are occupying these spaces. The people are the City.

The success comes from families finding safe and affordable housing, investors recognizing Jackson's promise, entrepreneurs setting up shop in our neighborhoods, community partners collaborating, and dedicated City staff working hard every day to improve the lives of our residents.

Many of these achievements would not have been possible without the \$31 million in American Rescue Plan Act (ARPA) funds from the federal government, which the City has been thankful to work with since 2021. This report details all that we've been able to do with these funds, such as powering our 100 Homes Program, upgrades to the Boos Recreation Center, small business grants for the MLK Corridor, new approaches to public safety, and improved water infrastructure.

Jackson is a shining example for the entire State of Michigan of the great things that can happen when local government puts people first. I am incredibly proud of the work we've accomplished in 2024 and look forward to all Jackson can achieve together in the years to come.

Jonathan Greene
City Manager

Front cover photo: Second home to be completed through the 100 Homes Program on McBride Street.
Pictured: Downtown Jackson skyline.

TREASURER & INCOME TAX

The **CITY TREASURER'S OFFICE** and **INCOME TAX ADMINISTRATION** are under the direction of City Treasurer Martin Griffin. Most City of Jackson bills, including income taxes, property taxes, water bills, special assessments and parking violations, are received into the Treasurer's Office. Payments can be made in person, through the US Postal Service, online, or in the drop box in front of City Hall.

The City of Jackson has had an income tax since 1970. All residents with an income of \$600 or more, no matter where it was earned, are required to file a tax return each year. The resident rate is 1%. All non-residents working inside the City Limits are taxed at a rate of .5% on all wages earned in the City. The income tax filing deadline is April 30 of each year.

This office also runs a compliance program aimed at collecting from residents who fail to pay income taxes. The program involves the use of collection agencies, assessments, and warrant to collect any unpaid debt to the City.



Martin Griffin
City Treasurer

CITY CLERK

The **CITY CLERK'S OFFICE** is led by City Clerk Andrea Muray. Functions of the office include business licenses, payments from/to City departments, parking permit administration, custodian of City records, elections, and voter registration. Muray is also the clerk of the City Council. Highlights of the year include:

- Conducted three Citywide elections in Feb., Aug. and Nov., and participated in the May Special Election for one precinct.
- Held nine days of early voting for the Feb. Presidential Primary, Aug. Primary Election and the Nov. General Election. This was the first year of early voting for State and federal elections, along with early processing of absentee ballots.
- Launched early voting site at City Hall so electors were able to vote without leaving the City Limits.
- Implemented new Agenda and Minutes software through CivicClerk, improving the user experience for residents and elected officials.
- Procured new voting equipment.
- Completed year with 24,955 registered voters, a net increase of 600 voters over the previous year.



Andrea Muray
City Clerk

CITY ASSESSOR

The **ASSESSING DEPARTMENT** is responsible for determining the assessed and taxable value for all property in the City of Jackson. We answer inquiries from residents, property owners, mortgage companies, prospective buyers, business professionals, appraisers and government agencies. We provide information on assessment policies and procedures, lot sizes, lot splits and combinations, legal descriptions, owners of land and qualifications for filing of state exemptions.

Additionally, the Assessing Department tracks and verifies principle residential exemptions, updates property ownership information, creates special assessment rolls, maintains property tax maps, collects and analyzes sale data, defends assessments before the Michigan Tax Tribunal and maintains a computer assisted mass appraisal system.



Jason Yoakam
City Assessor

CITY MANAGER



City officials, business leaders and developers are presented with State of Michigan funding for the Hayes Hotel renovation.

The **CITY MANAGER'S OFFICE** is led by City Manager Jonathan Greene. Appointed by the City Council, the manager oversees all other appointed officials and City departments. Along with maintaining the efficiency of services, this office assists the Mayor and City Council with official business, provides internal and external City communications, manages the sale of City-owned property, and oversees economic development.

CITY ATTORNEY

The **CITY ATTORNEY'S OFFICE** is a full service law office, delivering a complete range of legal services to the City's elected and appointed officials and departments. The legal department consists of the City Attorney, Matthew Hagerty, two staff attorneys, and two paralegals. The office defends the City against lawsuits; provides advice to other City departments; works to resolve citizen complaints; and drafts City ordinances, resolutions, contracts, and real estate documents. The office frequently engages with citizens, businesses, and non-profit entities throughout the City on a multitude of legal topics. The City Attorney further attends all City Council meetings, providing legal advice and information to City Council on a variety of issues.

City Attorney's Office staff handles civil infraction and misdemeanor criminal prosecutions in 12th District Court as well as at the Administrative Hearings Bureau conducted on the 2nd Floor of City Hall. Other services include defending the Assessing Department in real and personal property tax cases filed with the State Tax Tribunal, administering the City's insurance programs, responding to Freedom of Information Act requests, and providing information and support services to victims of crimes.



Matthew Hagerty
City Attorney

The following is a synopsis of some of the matters that were handled in 2024 by the legal department:

- 1,278 criminal cases were prosecuted in the 12th District Court.
- 928 police reports were reviewed for possible criminal charges.
- 321 new zoning, housing, garbage, and other blight-related ordinance violations were prosecuted in the City's Administrative Hearings Bureau (AHB).
- 53 insurance claims were processed for incidents ranging from flooding and tree limb damage to malicious destruction of property and vandalism.
- 385 Freedom of Information Act (FOIA) requests were processed by City Attorney's Office staff.

HUMAN RESOURCES

The **HUMAN RESOURCES DIVISION (HR)** serves the City's workforce and job-seeking public. The division is responsible for customer service, recruitment, benefits administration, compensation, unemployment and workers' compensation, employee law compliance, and employee and labor relations for the City's four unions and the non-union workforce. 2024 numbers:

- Reviewed 708 applications to hire, promote or transfer 65 full-time employees
- 224 full-time and 12 part-time employees by end of 2024 for a total of 236 City employees
- Posted full-time open positions (internal/external): 29
- Average applicants per posting: 8
- 38 new hires, 25 promotions, and 2 transfers
- 11 terminations, 21 resignations, and 7 retirements



Jackson City Hall, 161 W. Michigan Ave.

One of HR's key initiatives was the implementation of a comprehensive Classification and Compensation Plan based on GovHR recommendations. This plan introduced a new wage schedule, adjusted pay rates, and revamped job descriptions for all nonunion employees, enhancing transparency and improving our ability to attract and retain top talent.

The division also launched an enhanced Open Enrollment communications campaign, shaped by employee feedback, to ensure clarity and accessibility for all team members. Additionally, we introduced the EAP Lunch and Learn series, offering engaging professional development sessions on topics such as emotional intelligence and effective communication. To further foster a culture of accountability, HR implemented a new performance management tool for the Merit Award Policy, streamlining processes and encouraging greater alignment with organizational goals.

In July 2024, the Personnel Policy Manual underwent a major revision to incorporate legal updates, best practices, and operational improvements. Labor relations also saw substantial advancements, including the successful negotiation of a four-year labor contract with the Association of Fire Fighters Local 1306. Additionally, after months of negotiations, management finalized a three-year labor contract with the Police Officers Labor Council Supervisory Unit. These accomplishments reflect our commitment to fostering a fair, equitable, and thriving workplace.

CITY COMMUNICATIONS

Public Information Officer (PIO) Aaron Dimick provides communication services under the direction of the City Manager, assisting every City department with their communications and public relations needs.

During 2024, the City's social media accounts grew to 19,350 Facebook followers, 2,530 Instagram followers and 456 YouTube subscribers. The PIO dispersed 86 news releases to local media outlets and served as the City's primary media contact, representing Jackson in dozens of television, radio, digital media, and print interviews. One news conference was organized this year by the PIO.



PIO Aaron Dimick conducts interview with WILX News 10 in Feb.

With a reach of 15,076 addresses in the City Limits, four seasonal City newsletters were produced and distributed from the PIO office. Dimick maintained the CodeRED mass communication system, which has 15,076 contacts enrolled, and provided communication support for multiple emergencies. A highlight of the year was launching a redesigned website, cityofjackson.org, through the City's website vendor CivicPlus. This redesign was done for free and at no additional cost to the taxpayer.

DOWNTOWN DEVELOPMENT AUTHORITY



Bountiful fall harvest at Grand River Farmers Market.

The **DOWNTOWN DEVELOPMENT AUTHORITY (DDA)** remains committed to fostering economic development, enhancing community engagement, and ensuring a vibrant downtown experience. Through strategic investments, impactful programming, and strong partnerships, the DDA continues to create a thriving business and cultural hub. 2024 brought exciting progress, welcoming new ideas while respecting our history through small business support initiatives, expanded events, and overall streetscape enhancements.

The DDA prioritized small business support through initiatives such as the Front Door Microgrant Program, which provided funding for storefront improvements to enhance visibility and attract customers. The expansion of Social District hours to seven days a week, from 8 a.m. to midnight, created new opportunities for local establishments to thrive, while the introduction of Downtown Walking Tours brought the community together to celebrate Jackson's rich history and diverse businesses. These initiatives not only supported local entrepreneurs but also strengthened the economic fabric of downtown.

A cornerstone of the DDA's commitment to community well-being, the Grand River Farmers Market, continued to play a vital role in providing low-income residents with access to fresh, local, and healthy food. With 80% of sales from EBT/SNAP benefits, the market has become an essential resource for families who might otherwise struggle to access quality produce. The market's focus on inclusivity and community health reflects the DDA's broader mission to create a thriving and equitable downtown for all residents.

The expansion of the Cruise-In & Concert Series drew between 250 and 300 classic cars and over 5,000 attendees per event, significantly boosting business traffic. Free public events throughout the year further energized downtown, bringing thousands of visitors who supported local restaurants and shops. Beautification efforts, including the expansion of flower basket and facade grants, contributed to a more welcoming and attractive downtown environment.

The Match on Main Grant transformed an empty building at 208 S. Jackson St. into a dynamic mixed-use space, adding two businesses on the ground floor and residential units above. Additional streetscape improvements, such as the installation of banners and repairs to the downtown speaker system, further elevated the pedestrian experience.

With strategic initiatives, strong partnerships, and ongoing reinvestment, the Downtown Development Authority remains dedicated to cultivating a prosperous, engaging, and innovative downtown that serves businesses, residents, and visitors alike.



Shoppers along W. Michigan Avenue in Downtown Jackson.

COMMUNITY DEVELOPMENT

The **COMMUNITY DEVELOPMENT DEPARTMENT (CD)** is responsible for implementing and enforcing City programs promoting the vision and goals of the City Council.

Community Development is instrumental in the administration of building permits, dangerous building enforcement, building and housing inspections, planning and zoning administration, homeowner rehabilitation, housing code enforcement, Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds, economic development, Brownfield redevelopment, and blight ordinance enforcement. CD also provides staffing for various boards and commissions, including the Historic District Commission, Jackson Brownfield Redevelopment Authority, Administrative Hearings Bureau, Planning Commission, Zoning Board of Appeals, Affordable Housing Development Board, and the Building Code Board of Examiners and Appeals.



Community Development employees Cory Mays (left) and Christopher Herrmann (right) managed the 100 Homes Program in 2024.

The Building Division is responsible for enforcing the State Construction Code; inspectors also investigate and prosecute instances of work done without permits or improperly licensed persons performing work. Staff reviews building and site plans, issues permits, conducts inspections, issues certificates of occupancy, enforces the sign and zoning ordinances, and condemns dangerous properties throughout the City. During calendar year 2024, CD issued 676 building permits with an estimated construction value over \$47 million. In addition, 802 electrical, 616 mechanical, and 711 plumbing permits were issued and inspected. CD staff also oversaw the demolition of 25 residential structures, three garages, and seven commercial buildings.

The department's Code Enforcement Officers are taking extra steps to work more closely with property owners. During 2024, 2,938 warnings were given to property owners to correct violations without charge, a potential cost saving for owners of between \$150,000 and \$350,000. Unfortunately, approximately one-fourth of the warnings were converted to citations which do carry a charge between \$50 (first offense) and \$120 (second and subsequent offenses). Code Enforcement Officers also conduct housing inspections on residential properties not used as primary residences and try to accommodate owners if they are unable to attend the scheduled inspection when possible. Over 900 housing inspections were initiated during 2024, inspecting 2,466 individual living units. The City refunded nearly \$23,000 to property owners who presented units with no violations while over \$2,600 was left on the table because invoices were not paid in a timely manner.

In Oct. 2023, Community Development launched the 100 Homes Program. This local initiative aims to construct 100 new single family homes utilizing City-owned vacant lots. During 2024, 156 applicants were vetted for qualification with 39 being fully approved. During calendar year 2024, permits were issued for 49 new homes, with 25 participating in the 100 Homes Program. 21 homes were completed in 2024 with the balance currently in progress. The City was also awarded \$800,000 in MSHDA Investing in Community Housing (MICH) for new home construction and \$250,000 in MI-HOPE funding through MSHDA to expand Jackson's current rehabilitation program. For more information on the 100 Homes Program, visit cityofjackson.org/1313/100-Homes-Program.

The City of Jackson is a State-certified Redevelopment Ready Community. To become certified, the City had to demonstrate it was planning for new investment and reinvestment, identifying assets, and focusing on limited resources. Redevelopment Ready communities attract and retain businesses, offer superior customer service, and have a streamlined development approval process.



Second round of MLK CIA small business grant recipients pose with checks at the MLK Recreation Center in May.

DIVERSITY, EQUITY & INCLUSION

The **DEPARTMENT OF DIVERSITY, EQUITY AND INCLUSION (DEI)** is committed to creating a City where all residents and employees feel valued, included, and empowered. In 2024, DEI launched key initiatives, strengthened community partnerships, and received recognition at local, State, and national levels. 2024 highlights:

Fix 36 Program

Partnered with the Community Development Department to introduce a program that helps local businesses operate while achieving full code compliance over three years.

Inclusive Contracting

Worked with the Purchasing Department to restructure bid packages, enabling contractors of all sizes to apply for City contracts.

Youth Council

Completed over 30 hours of community service, including events like Juneteenth and Christmas in the City. Expanded membership to middle school students, with six active members and plans to grow to ten by May 2025. Developed a strategic plan and scheduled a Youth Forum for April 2025 in partnership with Isaiah's Hub.

Racial Equity Commission (REC)

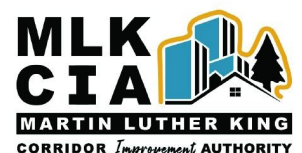
- Implemented Phase I of the City's Racial Equity Audit and hosted two listening sessions for feedback.
- Collaborated with the Citizens Police Oversight Commission (CPOC) to align goals and streamline policy reviews.
- Represented Jackson at the Facing Race Conference, showcasing local equity efforts on a national platform.

Community Engagement & Recognition

- Supported cultural events: Juneteenth Celebration, Hispanic Heritage Festival, and Jackson Pride Festival.
- Earned national recognition for the presentation, "Neighborhood Impact: How Decisions Made 100 Years Ago Still Affect Our Community Today." This presentation, detailing the effects of 1930s redlining and 1960s urban renewal, featured at the Michigan State Legislative Conference and the National County Conference in Washington, D.C.

Martin Luther King Corridor Improvement Authority (MLK CIA)

With \$4.5 million in City support, MLK CIA promoted equitable development, improved housing and mobility access along the S. MLK Drive and Prospect Street commercial corridors. The authority also partnered with the Jackson Community Foundation to award over \$750,000 in small business and real estate grants.



PARKS, RECREATION & CEMETERIES

The **PARKS, RECREATION AND CEMETERIES DEPARTMENT** consists of 29 parks, two cemeteries, three recreation facilities, the oldest public golf course in the county, and several miles of multi-trail systems.

PARKS, FACILITIES & TRAILS: There were several projects throughout the year:

- Continued replacing sections of the MLK Equality Trail. Sections from S. MLK Drive to W. Prospect Street and S. West Avenue to the Optimist Rest Area were replaced with 12-foot wide concrete trails.
- Received State of Michigan grant to finish MLK Equality Trail replacements in 2025.
- Renovated the Boos Recreation Center using American Rescue Plan Act funds with upgrades to the center's meeting room, bathrooms, kitchen, gymnasium, lighting, heating, and flooring.
- Completed upgrades to Ella Sharp Park Mini-Golf Course.
- Added a second simulator to the Ella Sharp Park Golf Course Clubhouse.
- Partnered with People for the Parks and Trails on park volunteer projects, donations, and holiday lights.
- Collaborated with Grow Jackson at their community garden at the Howard Woods Recreation Complex.
- Enjoyed extended summer season at Nixon Water Park.
- Established a five year master plan for Parks and Recreation Department with assistance of the Parks and Recreation Commission.

RECREATION: The Recreation Department provides a variety of athletic, enrichment and special event programs throughout the year for all ages. Highlights from the year:

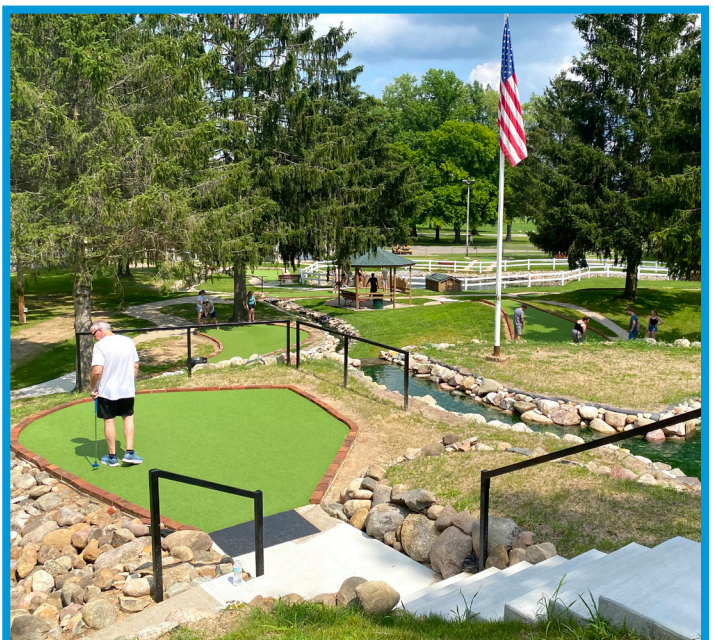
- Launched first online registration platform that allows residents to register for programs through the City website, along with reserving facilities and getting updates on programs.
- Held over 100 youth and adult programs, camps and leagues.
- Jackson Recreation Millage approved by voters in the Aug. 2024 election, providing \$1.1 million in funding over the next 10 years to keep programs affordable for youth and seniors who reside in the Jackson Public Schools District.
- Partnered with Jackson High School athletic staff and coaches on camps and facility usage.
- Worked with Jackson School of the Arts on offering new programs at the MLK Center.
- Increase in membership for the Active Living Program, which provides recreation programs for residents over 50 years old.
- Hosted summer walking program with AARP.
- Held first adult pickleball league.

CEMETERIES: The City of Jackson owns and operates Mt. Evergreen and Woodland cemeteries. The cemeteries are fully operational and provide burials, marker settings, and maintenance. 2024 numbers:

- 39 cremations
- 38 full burials
- 50 foundations



Active Living exercise program at Boos Recreation Center.



Renovations complete at the Mini-Golf Course.

POLICE

2024 ended with some big changes for the **JACKSON POLICE DEPARTMENT (JPD)**. To improve operations of both departments, the City Council approved an ordinance that dissolved the position of Director of Police and Fire Services, allowing the Police and Fire departments to operate independently with their own leadership under a Police Chief and Fire Chief. In addition, Chief Elmer Hitt announced his retirement for early 2025. These changes will bring new ideas and opportunities to continue the enhancement of public safety in the City of Jackson.



Officers assembled at the Jackson Law Enforcement Memorial in May.

Community engagement continued to be at the forefront for JPD. The year brought another successful turkey giveaway for Thanksgiving and a ham giveaway for the holiday season. A total of 500 each were distributed at the respective events held at the Jackson County Fairgrounds. These events were made possible through our continued partnerships with Garcia Laboratory and Walmart. New in 2024 was the Summer Safety Series. The events organized by Group Violence Intervention Coordinator Cheryl Ragland were held in June, July, and Aug. in neighborhood parks throughout the City. The positive interactions between law enforcement and community members at the events were great to see. Police department staff also participated in many other community events throughout the year.



Patrol car tour at the first Summer Safety Series event in June at Kiwanis Park.

An incident on Nov. 6 served as an eerie reminder of how quickly violence can erupt in any community. A suspect and vehicle wanted in connection with a shooting in Lenawee County was spotted in the City by one of our officers. A vehicle pursuit ensued with the suspect shooting and throwing pipe bombs at pursuing officers. The incident ended after an exchange of gunfire between the suspect and officers which resulted in the suspect's death and an officer injury. The courage and bravery displayed by all law enforcement involved was remarkable. An extremely dangerous situation and violent individual was brought to a quick end, resulting in no further danger to the community.

The focus and commitment to reducing gun violence in our community continued to serve as a top priority. Through a multi-collaborative effort, it is safe to say a positive impact was again made. 2024 marked the lowest number of shooting victims and confirmed shooting incidents recorded in the City since the start of tracking this data in 2016. The effort will continue while always looking for new strategies and ideas to make a difference.

Although 2025 will bring new challenges and changes, one thing will not change. That is the continued commitment to public service and providing a level of service that all deserve.

FIRE



Pictured left to right: SFD Lt. Bill Warner, JFD Capt. Ryan Hendricks, JFD Firefighter Harry Crawford and SFD Firefighter Grant Miller.

This year, the **JACKSON FIRE DEPARTMENT (JFD)** achieved remarkable progress in advancing operational efficiency, fostering partnerships, and improving community safety.

One of the key achievements in 2024 was the expansion of Automatic Aid Zones with the Summit Township Fire Department. This initiative reduced response times significantly and optimized resource allocation across the region. By streamlining training programs, we ensured that our team was well-prepared to respond effectively to emergencies. Additionally, calls for service hit over 6,000, the highest in department history, highlighting the increasing demand for our services.

Joint training exercises with Summit Township strengthened interoperability, while coordinated response strategies enabled us to cover broader areas more effectively. Resource sharing, including personnel and specialized equipment, benefited both departments and communities.

JFD also hosted our first-ever Future Female First Responder Camp, which aimed to inspire and educate young women about careers in emergency services. This groundbreaking initiative was met with enthusiasm and marked an important step toward diversity in our field. Additionally, our annual Fire Department Open House drew over 300 attendees, providing an engaging platform for community members to learn about fire safety, meet our team, and explore our facilities.

A new state-of-the-art fire truck was added to our fleet, enhancing the department's ability to respond to a variety of incidents. With the generous support of local businesses, we also acquired a drone equipped with thermal imaging and aerial surveillance technology. This addition has proven invaluable in search and rescue operations and efficiently assessing emergencies.

This year's achievements emphasize the dedication and professionalism of our team, the unwavering support of our city, and the value of collaboration. JFD has made significant strides in creating a safer and more resilient community. Firefighters are grateful for the partnerships, resources, and trust placed in us, and we look forward to continuing this momentum in the year ahead.

FINANCE

The City's **FINANCE DEPARTMENT** plays a vital role in ensuring the financial stability of the City, maintaining regulatory compliance, and promoting transparency in financial reporting. Additionally, the department supports the efficient operation of various City services and programs by managing resources responsibly. Key responsibilities include preparing budgets, financial statements, and audit schedules, as well as processing payroll, accounts payable, and accounts receivable.

The Finance Department also serves as the administrative body for the City's three self-administered pension plans, which currently have net assets exceeding \$104 million. In addition, the department provides administrative oversight for the City's Management Information Systems, Purchasing, and the Water and Sewer Billing/Public Works fiscal staff.

A summary of the department's activities for the year is as follows:

- Processed payroll for approximately 275 full-time and 320 part-time employees, totaling around \$19.0 million.
- Managed records for approximately 375 pensioners with over \$10.9 million in benefit payments.
- Issued more than 5,400 accounts payable checks to vendors, totaling approximately \$101 million.
- Generated roughly 1,800 invoices for various City charges, totaling around \$6.2 million.

The City of Jackson received the prestigious "Certificate of Achievement for Excellence in Financial Reporting" for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2023. This marks the 32nd consecutive year the City has earned this award. The Certificate of Achievement recognizes adherence to the highest standards for preparing state and local government financial reports. To qualify, a governmental unit must produce an ACFR that is both

readable and well-organized, meeting specific program standards.

In compliance with Public Act 202 of 2017, the City annually reports the funding levels of each pension plan. As of June 30, 2024, all three City pension plans exceeded the 60% funding threshold, thus negating the need to demonstrate additional steps necessary to improve their funding status.

In 2024, the City implemented a new software platform to enhance the development of the annual budget. The system significantly improved the efficiency and effectiveness of budgeting and forecasting, while also enhancing transparency. Users of the Fiscal Year 2024/25 budget appreciated the fully interactive and user-friendly online budget book.

In the area of Purchasing, the department processed 53 signed agreements with an estimated total value of \$14.8 million, along with 61 housing rehabilitation and demolition contracts. A new procurement suite, launched in mid-Oct., further streamlined processes, providing greater transparency and efficiency. The initiative also led to a 20% increase in vendor participation, as evidenced by the 26 bids initially posted on the new system.

FISCAL YEAR

ENDING JUNE 30, 2024

GENERAL FUND

Revenues
\$34,135,855

Expenditures
\$32,252,852

Special Revenue Funds:

Major Street Fund	8,908,105	9,255,637
Local Street Fund	1,550,080	1,312,709
Ella W. Sharp Park Operating Fund	1,029,337	1,047,781
Affordable Housing	983,904	983,904
Public Improvement Fund	1,435,391	1,244,621
Cortland St. Redevelopment Projects Fund	1,260,262	1,350,571
Building Department Fund	749,390	573,094
Housing Code Enforcement Fund	1,248,804	993,331
Building Demolitions Fund	387,004	397,557
Drug Law Enforcement Fund	54,258	16,339
Police/Fire Grant Funds-Various	163,856	163,856
SAFER Grant	484,018	484,018
Brownfield EPA Assessment Grant	246,782	246,782
Opioid Settlement	163,552	89,000
Community Development Block Grant Funds	1,151,993	1,151,993
Community Development HOME Grant	312,533	312,533
American Rescue Plan Act	12,555	12,555
Recreation Activity Fund	353,742	276,061
Recreation Millage Program Fund	730,172	723,064
	\$21,225,738	\$20,635,406

Debt Service Funds:

City Hall Refunding Debt Service Fund	767,963	699,034
2016/2020 Capital Improvement Bond Debt Service Funds	1,788,357	1,788,357
2017/2024 Michigan Transportation Bond Fund	762,068	762,068
DDA TIF Debt Service Funds	3,090,188	3,090,188
BRA TIF Debt Service Funds	1,211,982	1,211,982
Special Assessment Debt Service Fund	161,160	161,160
	\$7,781,718	\$7,712,789

Capital Project Funds:

Capital Projects Fund	892,164	862,214
Michigan Transportation Bonds Construction Fund	4,001,912	999,738
Brownfield Redevelopment Authority Fund	1,807,104	1,649,925
Downtown Development Authority Project Fund	3,710,871	3,090,188
MLK Corridor Improvement Authority Project Fund	911,315	851,046
Special Assessment Capital Project Fund	1,133,873	1,413,804
	\$12,457,239	\$8,866,915

Enterprise Funds:

Automobile Parking System Fund	102,370	252,675
Parking Assessment Fund	377,853	562,315
Parking Deck Fund	40,440	282,754
Sewage Fund	12,657,508	5,617,386
Water Fund	19,106,339	9,386,272
	\$32,284,510	\$16,101,402
TOTAL OPERATING FUNDS	\$107,885,060	\$85,569,364

NOTES:

- Operating Funds do not include Internal Service, Permanent or Trust & Agency Funds.
- Above amounts include transfers to and from other funds.

PUBLIC WORKS

The **DEPARTMENT OF PUBLIC WORKS (DPW)** maintains the City of Jackson's streets, sewers, and catch basins year-round. During autumn, the department provides a leaf collection program, which was completed on time and just under budget. In the winter months, snow and ice removal are the priority. Our commitment in securing vital funding to enhance the City's infrastructure and improve the quality of life for all residents is our mission.

The **UTILITY BILLING DIVISION** sent out 70,939 bills in the fiscal year 2023-24 for water and sanitary sewer service for a total amount of \$18,238,449.69. **WATER SERVICES** completed 6,021 calls for service. These calls include but are not limited to: emergency turn off, water turn on, investigations for disruption of service, low pressure and leaks.

The **WATER TREATMENT PLANT (WTP)** and **WASTEWATER TREATMENT PLANT (WWTP)** operate 24 hours a day, seven days a week, with certified operators and maintenance staff. The Water Treatment Plant treats and softens the drinking water that is supplied to over 50,000 residents and businesses of the City and Blackman Township. In 2024, the Water Treatment Plant produced and delivered 1.95 billion gallons of safe drinking water to customers. The water is tested daily in our certified testing laboratory according to Environmental Protection Agency (EPA) and State of Michigan regulations.

The Water Treatment Plant completed projects through the Drinking Water State Revolving Fund (DWSRF) low interest loan. City staff, along with en-



Salt truck clears W. Michigan Avenue during snow event.

gineers from Fishbeck, chose the projects based on priority and needs, replacing antiquated equipment. Some plumbing projects were completed at the plant including a sewer separation along with a new ejector line leaving the plant. Additionally, there was substantial electrical work at the elevated tanks as well as the addition of soft starters at the wells to improve efficiency. A meter was added to the decant water line and mixers were added to both elevated tanks to keep the water mixing and moving.

The Wastewater Treatment Plant provides service to over 85,000 residents and businesses in the City of Jackson, surrounding townships and the State Prison of Southern Michigan. Wastewater coming to the plant in 2024 averaged approximately 11.2 million gallons per day, or 4.1 billion gallons treated during the year. Pollutants are removed from wastewater as it passes through the treatment process, with the clean water returned to the environment through a regulated outfall to the Grand River north of the city limits.

The City of Jackson Wastewater Plant has taken large strides to improve the numerous processes that move and treat wastewater from the City of Jackson and surrounding townships. The treated water must meet very specific environmental standards prior to being discharged back into the Grand River. In most cases, water from the plant is cleaner than water already in the river.



City Cleanup Day at DPW Operations Center in May.

The ongoing projects include pump control, back-up power, and building improvements at our Myrtle Street pump station, the largest station in our system. Our Lansing Avenue location received updates as well, including pump, electrical, controls and aeration systems. These improvements are being funded by the State of Michigan Clean Water Revolving Loan Fund (CWSRF), which includes \$2.3 million in loan forgiveness due to the importance of the projects, as well as funding from the American Rescue Plan Act. These projects are nearing the final stages of completion and will make the treatment process more effective and efficient in terms of both environmental quality and in the use of the City's financial and human resources.

The **PUBLIC WORKS MAINTENANCE DIVISION** through the **STREETS, SANITARY SEWERS, WATER DISTRIBUTION SYSTEM, FORESTRY & MOTOR POOL** are responsible for maintaining 100 miles of local streets, 54 miles of major streets and eight miles of State highways in the City. Maintenance activities include street maintenance and repairs, including over 1,057 tons of asphalt patching, snow and ice removal, forestry services that include tree trimming and removal, street sign repair and replacements, storm sewer maintenance, as well as sanitary sewer collection system maintenance. The water distribution staff is responsible for maintaining 244 miles of water mains, 1,670 hydrants and 2,412 valves.

In 2024, crews repaired 28 water main breaks, exercised 279 water main valves, replaced six water main valves, repaired 166 hydrants, replaced seven hydrants, repaired 15 water services, replaced 25 curb stop valves and retired four water mains/water services. Lead service line replacements continued in 2024 with our crew replacing 150 service lines this year.

For the fiscal year of 2023/2024, the **PUBLIC WORKS FISCAL SERVICES DIVISION** continued to secure funds from State and federal government sources for infrastructure upgrades to the water & sewer systems, street reconstruction, and urban forestry improvements. This included working with the City Council to approve \$3.9 million in Michigan Transportation Fund bonds for the Engineering Division's major street reconstruction projects across the City.

Fiscal service staff assisted in applying for the Drinking Water State Revolving Fund (DWSRF) loan in the amount of \$17.46 million with grant funding and principal forgiveness totaling \$8.7 million for improvements at the City's Water Treatment Plant and throughout the Water Distribution System. This initiative will replace approximately 1.2 miles of water mains and include the replacement of an estimated 97 lead water service lines.

\$1 million was also secured from the Environmental Protection Agency Community Project Grant Funding (2024 omnibus appropriations bill) for water system infrastructure upgrades to the water transmission mains throughout the City's water system.

Staff also succeeded in obtaining \$757,275 in federal grant funding through the United States Department of Agriculture's, Inflation Reduction Act Urban and Community Forestry Initiative to inventory the City of Jackson's existing urban forest and the creation of a long-term maintenance plan.

Under a State order, Public Works issued a precautionary Boil Water Advisory in Dec. due to a water treatment plant malfunction.

Two City Cleanup Day events were held at the DPW Operations Center in May and Sept. for residents to drop off yard waste and general household trash for free.



A new street sweeper was added to the fleet in 2024.



ENGINEERING

The **ENGINEERING DIVISION** bid and managed 24 projects in 2024 totaling \$22.11 million. Included in these projects was the replacement of 229 lead service lines.

Construction projects:

- Blakely Avenue, Elm to Pleasant: Street reconstruction with water main and sanitary sewer replacements
- Oakridge Drive, Grovedale to Glen: Street reconstruction with water main and sanitary sewer replacement
- MLK Equality Trail, Optimist Rest Shelter to West Avenue: Trail reconstruction
- MLK Equality Trail, Prospect to Martin Luther King Jr. Drive: Trail reconstruction
- Elm Avenue, North to Fleming: Pavement reconstruction
- High Street, Executive to South: Crush and shape existing pavement and asphalt overlay
- Martin Luther King Jr. Drive, South to Morrell: Lead service line replacements
- Parking Lot 21 at Blackstone and Michigan: Pavement reconstruction
- Wastewater Treatment Plant Access Drive Culvert Replacements (Culverts 2 and 4)
- Arnold Street, Cooper to east end: Water main and lead service line replacements
- Biddle Street, Greenwood to Williams: Street reconstruction with water main and sanitary sewer replacements
- Burr Street, Cooper to Waterloo: Water main and lead service line replacements
- Deyo Street, Elm to Gorham: Water main and lead service line replacements
- Dwight Street, Chapin to Tyson: Street reconstruction with water main and lead service line replacements
- Grinnell Street, Wildwood to Norfolk: Water main and lead service line replacements
- McBride Street, Fourth to First: Water main and lead service line replacements
- Williams Street, Burr to Wilkins: Water main and sanitary sewer replacements

Miscellaneous projects:

- Asphalt patching on First Street, Fourth Street, Franklin Street, Griswold Street, North Street, Washington Avenue and Wisner Street
- Pavement markings for long lines and intersection stop bars and symbols

Design projects:

- Pearl Loop of the north branch water transmission main
- Martin Luther King Jr. Drive from South to Morrell: Street reconstruction with utility and traffic replacements and street lighting
- Hupp-Morrell water transmission main connector from Elm to Cooper
- Water main replacements on Park, Pigeon, Pleasant, Quarry, Seventh, Virginia, Warwick, Wren and Woodward
- Street repaving and lead service line replacements on Ganson Street from Elm to the east city limits
- Replacement of the sanitary sewer that serves the Water Treatment Plant
- Tree inventory and plan for maintenance, removals and new plantings
- MLK Equality Trail Reconstruction from Martin Luther King Jr. Drive to Merriman and from Detroit to Trail
- Elmdale Trail extension from Jackson Street to First Street
- Traffic signal reconstruction on Lansing Avenue at Ganson, North, Clinton and Monroe
- Traffic signal reconstruction on Ganson Street at Jackson Street
- Traffic signal reconstruction on Morrell Street at Brown and Wisner
- Capital preventative maintenance on bridges over the Grand River on High, Losey and Morrell

Engineering staff also managed the public parking system within the downtown commercial district and participated on the Jackson Area Comprehensive Transportation Study, Technical and Policy Committees, and the University Region Bridge Council. 2024 saw the retirement of Jon Dowling as City Engineer. Assistant City Engineer Troy White became the City Engineer after Dowling's retirement in Sept.



Construction underway on the MLK Equality Trail near S. West Avenue.



E. High Street reopens following resurfacing.



Reconstruction project complete on Blakely Avenue.



Construction project complete on W. Biddle Street.



Water main replacement on Arnold Street.

AROUND THE CITY



First home completed through the 100 Homes Program on S. Mechanic Street in Feb.



Mayor Daniel Mahoney delivers State of the City Address in March at the City Center.



Groundbreaking for new housing initiatives in the City's Health District was held in Nov. The event brought together City staff, elected officials, business leaders, and developers.



2024 saw the start of early voting for State and federal elections.

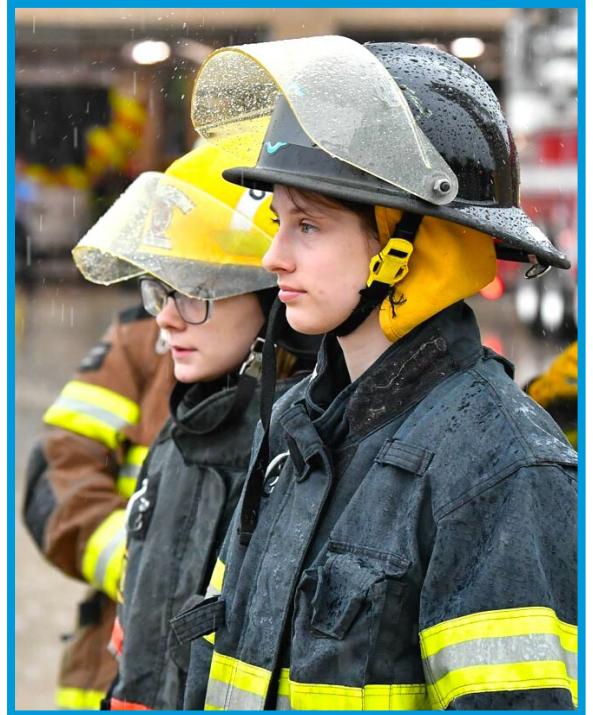


Milwaukee Street was renamed Carl Breeding Way in Nov. to honor the late Ward 1 City Councilmember and community leader.

AROUND THE CITY



Resident Scott Slagor enjoys new section of MLK Equality Trail.



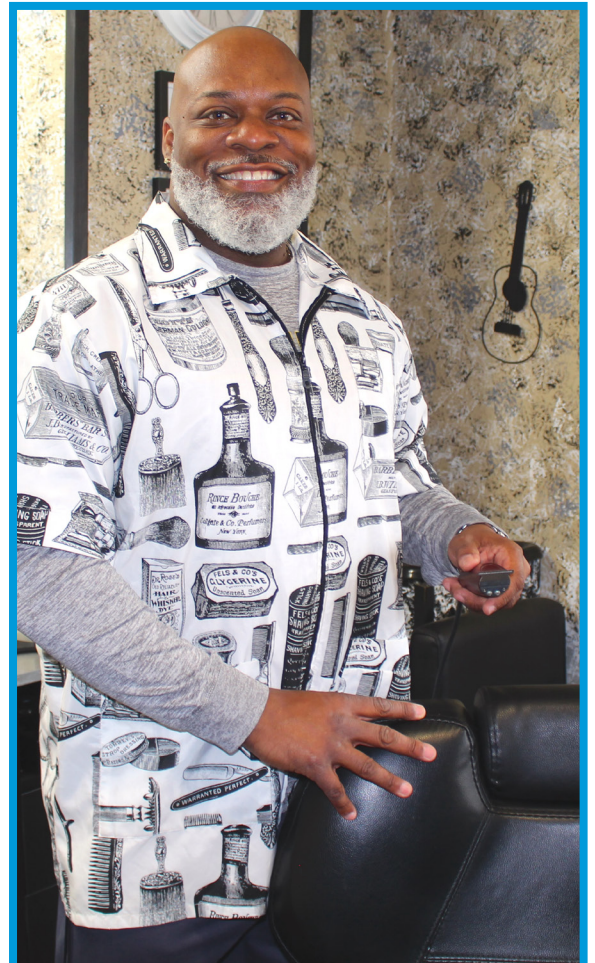
Police, fire and local EMS held first ever Future Female First Responder Camp in June.



Construction underway at The Blackstone Apartments in Downtown Jackson.



Police staff worked with Garcia Laboratory to give away 500 free turkeys at the Jackson County Fairgrounds ahead of Thanksgiving.



Michael Parker of Mikey's Barber Shop received a grant from the MLKCIA to expand his business.

MAYOR & CITY COUNCIL



Conner Wood
Ward 4



Angelita V. Gunn
Ward 3



Christy May Davis
Ward 5



Freddie Dancy
Ward 2



Arlene Robinson
Ward 1



Will Forgrave
Ward 6



Daniel Mahoney
Mayor



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 25, 2025
SUBJECT: Special Event Application: Ides of March Toga Crawl

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host the Ides of March Toga Crawl on March 15, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Ides of March Toga Crawl.

I recommend approval of the special event application for the Ides of March Toga Crawl. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: February 25, 2025

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host the Ides of March Toga Crawl on March 15, 2025, in downtown Jackson.

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
Neighborhood & Economic Operations		X	\$0.00
Parks & Recreation		X	\$0.00
Police		X	\$0.00
Public Works		X	\$0.00
TOTAL			\$0.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None.

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host the Ides of March Toga Crawl on March 15, 2025, in downtown Jackson.

ATTACHMENTS

1. SEA-Ides of March Toga Crawl



By: ME Date: 2/11/25

Fee Rec: ☒ Date:

Cash: Check #: N/A

Approved through City Council

Yes/No: Date:

SPECIAL EVENT APPLICATION 2025

Submit your application to mevans@cityofjackson.org or drop it off at
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

☐ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

☐ Level 1: \$75 (0-1 city resources)

☐ Level 2: \$150 (No road closure, needs 2 city resources) *Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☐ Insurance documentation for sponsoring organization

☐ Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME: Ides of March Toga Crawl

Sponsoring Organization Legal Name : Jackson DDA

Street Address : 161 W. Michigan Ave.

Tax ID# :

Website : jacksondda.org

Contact Name 1 : Beth Kuiper

Email: jacksondda@cityofjackson.org

Phone: 517-768-6410

Contact Name 2 : Melissa Evans

Email: mevans@cityofjackson.org

Phone: 517-768-6411

Contact Name/Phone# During Event: Beth Kuiper

Event Details

Event Date(s):

March 15, 2025

Set up Time:

N/A

Start Time:

12:00PM

End Time:

7:00PM

Tear Down Time:

N/A

Has this event occurred before? ☒ Yes

No

If yes, how many previous years?

1x

What is the expected attendance? 200

Do you expect to do this event next year?

☒ Yes

No

Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run*

☒ Other

Bar Crawl

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

Description of Event

This description will be posted on the Special Events Calendar

A bar crawl where participants will travel through Downtown Jackson like a Roman senator, stopping at participating bars and restaurants to enjoy exclusive drink specials (\$5-\$8) fit for an emperor. Check-in at Grand River Brewery between 11:30a-12:30p. There will be an After Party at Bella Notte 5-7p.

Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park
**requires Ella Sharp Board approval*

☒ Other Location The streets of downtown Jackson

Requested Street Closure(s)

Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: NONE

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Bathroom Plan

Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options?

Service Provider: Who will supply and service the restrooms (name/contact)?

Placement: Where will restrooms be located? **Please include locations on the map*

Additional Notes:

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.

Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event?

Service Provider: Who is responsible for waste removal (name/contact)?

Reciprocals: How many bins will be provided? **Please include locations on the map*
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? ****All electrical lines MUST be properly covered to minimize tripping hazards****

Will you have food trucks?

Please add food truck names and locations on the map.

If yes, how many food trucks do you anticipate?

Using generators? Do you need to rent power boxes for the food trucks? If yes, how many?
\$25 per box rental cost (adapters included)

Will you have Vendors/ Other food on site?

If yes, how many?

Using generators? Do you need to rent power boxes for the food trucks? If yes, how many?
\$25 per box rental cost (adapters included)

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

If yes, what?

Using generators? Do you need to rent power boxes for the food trucks? If yes, how many?
\$25 per box rental cost (adapters included)

Other electrical power needed? If yes, what?

Wattage needed: Number of plug-ins needed:

Water: Do you need water? If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks? **If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance? If yes, please explain:

Alcohol Sales: **If yes, attach liquor license and liquor liability insurance*

Cannabis Consumption Area: **If yes, attach Cannabis Consumption License and liability insurance*

Other Requests:

Traffic Cones How many? 15 foot Mobile Stage 25 foot Mobile Stage

Other

Other

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
Cannabis Liability Insurance (if needed)	Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map *Please include **all event details** and activities on the map for review and processing.*

Route plan	Emergency vehicle access	Requested street closures	Food Truck Locations
Vendor locations	Dispersal locations	Requested reserved parking	
Tent locations	Trash Receptacle locations	Requested electrical location	
Assembly locations	Bathroom locations	Alcohol/Cannabis sales locations	

**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.*

*I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):*

***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 Policy

Additional charges may incur 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. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a.If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b.Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c.Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
- 8.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.
- 9.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.

Special Event Application

Certification and 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: **Melissa Evans** Digitally signed by Melissa Evans
Date: 2025.02.11 15:32:15 -05'00'

Date:



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 25, 2025

SUBJECT: Special Event Application: 3rd Annual Jackson YMCA Shamrock Shuffle 5k

Recommendation:

Approve a request from the Jackson YMCA to host the 3rd Annual Jackson YMCA Shamrock Shuffle 5k on March 15, 2025, in downtown Jackson and Horace Blackman Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the 3rd Annual Jackson YMCA Shamrock Shuffle 5k.

I recommend approval of the special event application for the 3rd Annual Jackson YMCA Shamrock Shuffle 5k. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: February 25, 2025

RECOMMENDATION: Approve a request from the Jackson YMCA to host the 3rd Annual Jackson YMCA Shamrock Shuffle 5k on March 15, 2025, in downtown Jackson and Horace Blackman 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
Neighborhood & Economic Operations		X	\$0.00
Parks & Recreation		X	\$0.00
Police		X	\$500.00
Public Works		X	\$0.00
TOTAL			\$500.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Street closure, police assistance, Horace Blackman Park

OWNERSHIP

Insurance Status: The insurance is on file with the City Attorney and the Downtown Development Authority.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson YMCA to host the 3rd Annual Jackson YMCA Shamrock Shuffle 5k on March 15, 2025, in downtown Jackson and Horace Blackman Park.

ATTACHMENTS

- 1. SEA-3rd Annual Jackson YMCA Shamrock Shuffle

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 YMCA	
Address: 127 W Wesley Street	Phone: (517) 782-0537
Tax ID#:	Website: Jacksonymca.org
Contact Name: Sam Hunt	Phone: (517) 782-0537 Email: Sam@Jacksonymca.org
Contact Name: Megan Hunt	Phone: (517) 782-0537 Email: Megan@Jacksonymca.org
Contact Name During Event: Sam Hunt	Phone: (517) 262-6306

Event Information

Event Name: 3rd Annual Jackson YMCA Shamrock Shuffle				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
March 15th, 2025	11:00 am	12:00 pm	1:30 pm	2:00 pm

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

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 200+

Type of Event (please check all that apply)

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

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

- ☒ Horace Blackman Park ☐ GrandRiver Farmers Market Pavilion
☐ Bucky Harris Park ☐ TRUE City Square (Stage)
☐ Ella Sharp Park (requires Ella Sharp Board approval) ☐ MLK Equality Trail
☐ Other Location: _____
☐ Streets: _____
☐ Other Park: _____

Brief Description of Event

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

The Jackson YMCA is proud to present the 2025 Shamrock Shuffle 5K Run/Walk! Kick-off St. Patty's Day with a brisk run or walk through downtown Jackson. Keep an eye out on the course for festive Shamrock's welcoming you into supporting businesses offering specials for race participants.

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

Street Name: Michigan Avenue Cross Streets Blackstone, Jackson
Closure Start Date: 3/15/25 Time: 11:00 am Closure End Date: 3/15/25 Time: 2:00 pm
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____
Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

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

- ☐ **Electrical Power:** Indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____
**All electrical lines MUST be covered to limit tripping hazards. **
- ☐ **Water Needs:** Indicate water requirements: _____
Amount of water needed: _____ Locations of where water is needed: _____
- ☐ **Food/Vendors:** Indicate vendors requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____
- ☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____
- ☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____
- ☐ **Fireworks:** If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____
- ☐ Traffic Cones ☐ Mobile Stage (please circle 15-foot or 25-foot version)
- ☐ Other: _____

Additional Event Information

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

All garbage will be taken care of by YMCA volunteers throughout the event and transported to the YMCA's dumpster on Franklin Street.

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

Bathrooms will be available at the YMCA to use before, during, and after the event.

Required Attachments for Application Processing

Insurance

Please request the following documentation from your insurance carrier.

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

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: [Signature]

Date: 11/14/24

Office Use ONLY	
Application Received:	
Date:	<u>11/15/24</u>
Time:	
By:	<u>[Signature]</u>
Application Fee Received:	<u>\$75</u>

Ok-per B.K.

Check #2810

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	
mevans@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	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES**CERTIFICATE NUMBER:** CL24111229487**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		A502222-06	11/24/2024	11/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			A502222-06	11/24/2024	11/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A502222-06	11/24/2024	11/24/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100085776	11/24/2024	11/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson 161 W Michigan Ave Jackson, MI 49201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brian Drummond/KCORD

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8/29/2024

To whom it may concern:

It is with regret that I tender my resignation from the DDA board, effective immediately. I am grateful for having had the opportunity to be part of making Jackson a great place to work, live and play.

Sincerely,

Tonia White

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: February 25, 2025

SUBJECT: Appointment to Downtown Development Authority

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint Scott Pienta to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2029.

In accordance with the City Code Section 2-401 providing for creation of Authority pursuant to Act 197 of the Public Acts of 1975, adopted 3/2/77 and City Commission resolution adopted 11/26/91. Members are appointed by the Mayor subject to Council confirmation, for four year terms. The Mayor serves during term of office. The Board shall consist of 13 members, with at least seven having an interest in downtown district property, and at least one member a resident of the downtown district.

It is my recommendation, therefore, to appoint Scott Pienta to the Downtown Development Authority, for a four-year term, beginning immediately, and ending on March 31, 2029.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
Sent: Wednesday, February 19, 2025 12:28 AM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Scott
Last Name	Pienta
Address	41 Highland Ave
City	Hillsdale
State	MI
Zip	49242
Phone Number	517-581-9519
Email	Scott.pienta@ussystemsinc.net
Last four digits of Social Security Number	
Occupation	Owner
Describe your community involvement.	I own HMNstyle located at 120 W. MICHIGAN Ave. as well as I just purchased The Jackson Coney Island located at 180 E. Michigan Ave. I am also looking at purchasing two other Jackson staples if we can make the numbers work.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Hillsdale

If you answered "Yes" how long have you been a City resident? *Field not completed.*

Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions> Downtown Development Authority Board

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. *Field not completed.*

Why do you want to serve on your selected board or commission? I graduated from JHS in 1989 and would to see my hometown city successfully grow as I have seen others. This is the reason I have decided to help several established but struggling mom and pops get back to their former glory.

Upload additional documents *Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature

Scott Pienta

Date of Submission

02-18-2025

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

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: February 25, 2025
SUBJECT: Appointment to Local Officers Compensation Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Bridget Simone to the Local Officers Compensation Commission for a seven-year term beginning immediately and ending on February 28, 2032.

In accordance with Ordinance No. 287 passed on January 2, 1973, (MCLA 117.5(c)) seven members, all registered electors of the City, are appointed to seven-year staggered terms by the Mayor with City Council approval.

It is my desire, therefore, to appoint Bridget Simone to the Local Officers Compensation Commission for a seven-year term beginning immediately and ending February 28, 2032.

Your consideration and concurrence is appreciated.

DM:lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Sunday, January 12, 2025 8:26 PM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Bridget
Last Name	Simone
Address	509 N Elm Ave
City	Jackson
State	MI
Zip	49202
Phone Number	517-315-6057
Email	simone.b@sbcglobal.net
Last four digits of Social Security Number	
Occupation	Member Center Manager- Community Choice Credit Union

Describe your community involvement.

I am proud to be a life-long resident of the City of Jackson. I went to school in our educational systems, played sports through our recreational programs, spent many hours in our parks and libraries, and many years working in service-based positions in our community. I am a current member, and former president of the Jackson Rotary Club, which partners with DisAbility Connections each year to provide wheelchair ramps for residents in our community. I also served on the local Rotary Foundation Board which oversees grant giving to local non-profits. I serve as an Ambassador for the Jackson County Chamber and sit on the committee that organizes Jaxpo each year; and support

the local business community through this and my professional role. I also volunteered as an election worker assisting at voting polls for several elections. In my current role I am able to partner with local non-profits and schools to provide financial education to the community. I have a passion for helping people and am interested in various areas of community service and development.

Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.

Yes

If you answered "No" where do you reside?

Field not completed.

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

46 years

Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions>

Downtown Development Authority Board, Election Commission, Human Relations Commission

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

Field not completed.

Why do you want to serve on your selected board or commission?

I would be happy to serve on the DDA Board, Human Relations or Elections Commission. As stated above, I am passionate about helping people and would embrace the opportunity to make an impact for the residents of Jackson in any of the capacities. I believe my experiences as a life-long resident combined with my passion for people and desire to see Jackson thrive gives me the ability to make a powerful contribution and positive impact in these areas.

Upload additional documents

Field not completed.

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Bridget A Simone
Date of Submission	01/12/2025

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

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: February 25, 2025
SUBJECT: Reappointment to City Planning Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Clyde Mauldin to the City Planning Commission for a three-year term beginning immediately and ending on December 31, 2028.

According to MSA5.2993.(2) the Commission may consist of the Mayor, one administrative official of the City selected by the Mayor, one Councilmember selected by the Council as members ex-officio, and six others appointed by the Mayor and confirmed by the Council. Terms of the ex-officios shall correspond to their official tenures, except the term of the administrative official of the City shall terminate with the Mayor's term. All other members shall serve three-year terms.

It is my desire, therefore, to reappoint Clyde Mauldin to the City Planning Commission for a three year term beginning immediately and ending on December 31, 2028.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
Sent: Wednesday, February 19, 2025 1:31 PM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Clyde
Last Name	Mauldin
Address	1913 Fourth Street
City	Jackson
State	Michigan
Zip	49203
Phone Number	517-962-9065
Email	cmauldin@yahoo.com
Last four digits of Social Security Number	
Occupation	Attorney
Describe your community involvement.	I have been on the Jackson Planning Commission and the Zoning Board of Appeals for many years. I am willing to serve on these boards for one additional term. I am also willing to defer to other candidates the Mayor desires to appoint to these boards.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	Field not completed.

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

40 years

Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions>

Planning Commission , Zoning Board of Appeals

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

Field not completed.

Why do you want to serve on your selected board or commission?

I have served on the Planning Commission and the Zoning Board of Appeals for many years. I am willing to serve on these boards for another term. If the Mayor has other candidates who desire to serve on these boards, I am willing step aside and allow other candidates to serve.

Upload additional documents

Field not completed.

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature

Clyde W. Mauldin

Date of Submission

February 19, 2025

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

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: February 25, 2025
SUBJECT: Reappointment to the Zoning Board of Appeals

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Clyde Mauldin as the City Planning Commission representative on the Zoning Board of Appeals for a term of 3 years, beginning immediately and ending on 12/31/28.

In accordance with City Code, Sec. 2-281 and 28-242, five members and two alternates are appointed by the Mayor with City Council approval for three-year terms. No elected official or city employee may be appointed. Also, in accordance with the Michigan Zoning Enabling Act (PA 110 of 2006), which went into effect on July 1, 2006, it is required that a regular member of the Zoning Board of Appeals (ZBA) also serve on the City Planning Commission (MCL 125.3601). Alternate members may be called on a rotating basis to sit as members of the Board of Appeals in the absence of a member. The alternate member having been appointed shall serve on the case until a final decision has been made and shall have the same voting rights as a member. Members must be City residents.

It is therefore, my desire to reappoint Clyde Mauldin as the City Planning Commission representative on the Zoning Board of Appeals for a three-year term, beginning immediately and expiring on December 31, 2028.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
Sent: Wednesday, February 19, 2025 1:31 PM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Clyde
Last Name	Mauldin
Address	1913 Fourth Street
City	Jackson
State	Michigan
Zip	49203
Phone Number	517-962-9065
Email	cmauldin@yahoo.com
Last four digits of Social Security Number	
Occupation	Attorney
Describe your community involvement.	I have been on the Jackson Planning Commission and the Zoning Board of Appeals for many years. I am willing to serve on these boards for one additional term. I am also willing to defer to other candidates the Mayor desires to appoint to these boards.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	Field not completed.

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

40 years

Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions>

Planning Commission , Zoning Board of Appeals

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

Field not completed.

Why do you want to serve on your selected board or commission?

I have served on the Planning Commission and the Zoning Board of Appeals for many years. I am willing to serve on these boards for another term. If the Mayor has other candidates who desire to serve on these boards, I am willing step aside and allow other candidates to serve.

Upload additional documents

Field not completed.

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature

Clyde W. Mauldin

Date of Submission

February 19, 2025

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



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 25, 2025
SUBJECT: Acceptance of Vacant Land Donation

Recommendation:

Accept the donation of vacant residential property on Cooper and Detroit Streets (parcel #s 7-031400000, 7-0314.A000, 7-032500000, & 7-031300000), approve the donation agreements and quit claim deeds, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

Accept the donation of vacant property on Cooper and Detroit Streets for the future construction of single-family residential units.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council accept the donation of vacant residential property, approve the donation agreements and quit claim deeds, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: February 25, 2025

RECOMMENDATION: Accept the donation of vacant property on Cooper and Detroit Streets for the future construction of single-family residential units.

ISSUE STATEMENT

The current owner of four (4) vacant parcels on Cooper street (2) and Detroit street (2) would like to donate said parcels to the City for the future development of single-family housing. These parcels include:

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

NOTHERLY 33 FEET OF LOTS 1 AND 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD'S EASTERN EXTENSION

Commonly known as:

358 Cooper Street, Jackson, MI 49201, Parcel ID: 7-031400000 (vacant land)

SOUTH 33 FEET OF NORTHERLY 66 FEET OF LOTS 1 AND 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD'S EASTERN EXTENSION

Commonly known as:

356 Cooper Street, Jackson, MI 49201, Parcel ID: 7-0314.A000 (vacant land)

SOUTH ½ OF LOT 5, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD'S EASTERN EXTENSION

Commonly known as:

404 Detroit Street, Jackson, MI 49201, Parcel ID: 7-032500000 (vacant land)

WEST 44 FEET OF SOUTH ½ OF LOT 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD'S EASTERN EXTENSION

Commonly known as:

410 Detroit Street, Jackson, MI 49201, Parcel ID: 7-031300000 (vacant land)

A map showing the location of said parcels is included with this agenda item. The current property owner would pay any outstanding fees or taxes owed on the Property prior to transfer as confirmed by the Office of City Assessor.

DESCRIBE THE CONSEQUENCES

The City of Jackson is facing a housing shortage. The recently commissioned Guidehouse Housing Strategy and Policy Framework (March 2023) indicated the need to rehabilitate 3,000 existing units and construct 1,500 new units, all within a ten-year period. City staff are currently working with various builders/developers for the construction of various single and multi-family units throughout the City. Community Development staff is also constantly looking for additional buildable residential property, anticipating continued strong demand for new construction. The acquisition of these lots would be a strong strategic move to prepare for future construction demands.

OWNERSHIP

Staff from the Community Development Department are working diligently on numerous single and multi-family residential projects, all with the goal of providing safe, affordable, and top-quality housing for current and future Jackson residents. Community Development staff will work to develop additional housing on the lots in question.

SOLUTION

City Council should approve the acquisition through donation of the four (4) lots in question, for the potential future development of single-family residential units. Families of all types are excited to make Jackson their long-term home, and the City should be prepared to offer many choices for buildable parcels.

FACILITATE IMPLEMENTATION

Accept the donation of vacant residential property on Cooper and Detroit Streets (parcel #s 7-031400000, 7-0314.A000, 7-032500000, & 7-031300000), approve the donation agreements and quit claim deeds, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

- 1. Tansky Lot Donation CC Packet Attachment (final)

**PROPERTY DONATION AGREEMENT BETWEEN
THE CITY OF JACKSON AND
THE ECONOMIC RESEARCH CORPORATION**

RE: PROPOSED PROPERTY DONATION,
PARCEL IDs: 7-031400000, & 7-0314.A000 (vacant land)

The City of Jackson, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, MI 49201 (“City”) and the Economic Research Corporation, a dissolved Michigan corporation, whose address is 1638 Edison Shores Place, Port Huron, Michigan, 48060 enter into this Property Donation Agreement (“Agreement”) on this ____ day of _____, 2025, to establish the terms and conditions under which the City will accept a donation of the following described property now owned by the Economic Research Corporation (dissolved) to the City for its future use:

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

NOTHERLY 33 FEET OF LOTS 1 AND 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD’S EASTERN EXTENSION

Commonly known as:

358 Cooper Street, Jackson, MI 49201, Parcel ID: 7-031400000 (vacant land)

AND

SOUTH 33 FEET OF NORTHERLY 66 FEET OF LOTS 1 AND 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD’S EASTERN EXTENSION

Commonly known as:

356 Cooper Street, Jackson, MI 49201, Parcel ID: 7-0314.A000 (vacant land)

1. The Property donation by the Economic Research Corporation to the City shall be for \$1.00, via quitclaim deed, subject to easement and restrictions of record. The quitclaim deed shall be prepared by the City.
2. The Economic Research Corporation shall pay any outstanding fees or taxes owed on the Property prior to transfer as confirmed by the Office of City Assessor, which shall be a condition of the City’s acceptance.
3. The Economic Research Corporation shall execute and provide to the City for recording the quitclaim deed for the Property within thirty (30) days of the date of this Agreement.

UNDERSTOOD AND AGREED:

CITY OF JACKSON

ECONOMIC RESEARCH CORPORATION

By: _____
Jonathan Greene

Robert E. Tansky

Its: City Manager

Its: President

Date: February ____, 2025

Date: February ____, 2025

**PROPERTY DONATION AGREEMENT BETWEEN
THE CITY OF JACKSON AND
ROBERT E. TANSKY**

RE: PROPOSED PROPERTY DONATION,
PARCEL IDs: 7-032500000, & 7-031300000 (vacant land)

The City of Jackson, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, MI 49201 (“City”), and Robert E. Tansky, whose address is 1638 Edison Shores Place, Port Huron, Michigan, 48060, survivor of himself, and Beverly L. Tansky, deceased, enter into this Property Donation Agreement (“Agreement”) on this ____ day of _____, 2025, to establish the terms and conditions under which the City will accept a donation of the following described property for its future use:

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

SOUTH ½ OF LOT 5, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD’S EASTERN EXTENSION

Commonly known as:

404 Detroit Street, Jackson, MI 49201, Parcel ID: 7-032500000 (vacant land)

AND

WEST 44 FEET OF SOUTH ½ OF LOT 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD’S EASTERN EXTENSION

Commonly known as:

410 Detroit Street, Jackson, MI 49201, Parcel ID: 7-031300000 (vacant land)

1. The Property donation to the City shall be for \$1.00, via quitclaim deed, subject to easement and restrictions of record. The quitclaim deed shall be prepared by the City.
2. Robert E. Tansky shall pay any outstanding fees or taxes owed on the Property prior to transfer as confirmed by the Office of City Assessor, which shall be a condition of the City’s acceptance.
3. Robert E. Tansky shall execute and provide to the City for recording the quitclaim deed for the Property within thirty (30) days of the date of this Agreement.

UNDERSTOOD AND AGREED:

CITY OF JACKSON

By: _____
Jonathan Greene

Its: City Manager

Robert E. Tansky, on behalf of himself
& Beverly L. Tansky, deceased

Its: Owner

Date: _____, 2025

Date: _____, 2025

QUIT CLAIM DEED

Grantor, the Economic Research Corporation, a dissolved Michigan corporation, whose address is 1638 Edison Shores Place, Port Huron, Michigan, 48060, hereby quit claims to **Grantee, City of Jackson**, a Michigan municipal corporation, whose address is 161 W. Michigan Ave., Jackson, Michigan 49201, the following described premises situated in the City of Jackson, County of Jackson, State of Michigan:

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

NOTHERLY 33 FEET OF LOTS 1 AND 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD'S EASTERN EXTENSION

Commonly known as:

358 Cooper Street, Jackson, MI 49201, Parcel ID: 7-031400000 (vacant land)

AND

SOUTH 33 FEET OF NORTHERLY 66 FEET OF LOTS 1 AND 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD'S EASTERN EXTENSION

Commonly known as:

356 Cooper Street, Jackson, MI 49201, Parcel ID: 7-0314.A000 (vacant land)

for the sum of ONE and 00/100 Dollars (\$1.00), subject to all easements, reservations and building and use restrictions of record and subject to the lien of taxes not yet due and payable.

This conveyance is exempt from transfer tax in accordance with MCL §207.526(a) and MCL §207.505(a).

Dated this _____ day of _____, 2025.

SIGNED BY:

Economic Research Corporation

By: Robert E. Tansky
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2025, by Robert E. Tansky, President of the Economic Research Corporation, on behalf of the corporation.

Notary Public
_____, County, _____
My commission expires: _____
Acting in _____ County, _____

When recorded return to Grantee at: City of Jackson 161 W. Michigan Ave. Jackson, Michigan 49201 Attn: City Assessor	Send Subsequent Tax Bills to Grantee at: 161 W. Michigan Ave., Jackson, Michigan 49201	This instrument prepared without opinion by: Matthew M. Hagerty (P66015) City Attorney 161 W. Michigan Jackson, MI 49201
--	--	---

QUIT CLAIM DEED

Grantor, Robert E. Tansky, survivor of himself and Beverly L. Tansky deceased, whose death certificate is recorded in Liber _____, Page _____, Jackson County, Michigan records, whose address is 1638 Edison Shores Place, Port Huron, Michigan, 48060, hereby quit claim to **Grantee, City of Jackson,** a Michigan municipal corporation, whose address is 161 W. Michigan Ave., Jackson, Michigan 49201, the following described premises situated in the City of Jackson, County of Jackson, State of Michigan:

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

SOUTH ½ OF LOT 5, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD’S EASTERN EXTENSION

Commonly known as:

404 Detroit Street, Jackson, MI 49201, Parcel ID: 7-032500000 (vacant land)

AND

WEST 44 FEET OF SOUTH ½ OF LOT 4, BLOCK 10, AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER, KNOWN AS FORD’S EASTERN EXTENSION

Commonly known as:

410 Detroit Street, Jackson, MI 49201, Parcel ID: 7-031300000 (vacant land)

for the sum of ONE and 00/100 Dollars (\$1.00), subject to all easements, reservations and building and use restrictions of record and subject to the lien of taxes not yet due and payable.

This conveyance is exempt from transfer tax in accordance with MCL §207.526(a) and MCL §207.505(a).

Dated this _____ day of _____, 2025.

SIGNED BY:

ROBERT E. TANSKY

Survivor of himself & Beverly L. Tansky, deceased

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2025, by Robert E. Tansky.

Notary Public
_____, County, _____
My commission expires: _____
Acting in _____ County, ____

When recorded return to Grantee at: City of Jackson 161 W. Michigan Ave. Jackson, Michigan 49201 Attn: City Assessor	Send Subsequent Tax Bills to Grantee at: 161 W. Michigan Ave., Jackson, Michigan 49201	This instrument prepared without opinion by: Matthew M. Hagerty (P66015) City Attorney 161 W. Michigan Jackson, MI 49201
--	--	---





MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 25, 2025
SUBJECT: Acceptance of Cooper & Trail Street Vacant Land Donation

Recommendation:

Accept the donation of vacant residential property on Cooper & Trail Streets (Parcel #7-067600000), approve the donation agreement and quit claim deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

Accept the donation of vacant property on Cooper & Trail Streets for the future construction of residential units.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council accept the donation of vacant residential property, approve the donation agreement and quit claim deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: February 25, 2025

RECOMMENDATION: Accept the donation of vacant property on Cooper & Trail Streets for the future construction of residential units.

ISSUE STATEMENT

The current owner of a vacant parcel on the Southwest corner of E. Trail and Cooper streets would like to donate said parcel to the City for the future housing development:

**EAST 66 FEET OF LOT 4 AND EAST 66 FEET OF NORTH 1 ROD OF LOT 3 BLOCK 9,
FORD'S NORTH ADDITION**

Commonly known as: 319 E. TRAIL STREET, JACKSON, MI 49201

Formerly known as: 564 COOPER STREET, JACKSON, MI 49201

Tax identification no: 7-067600000

A map and drawing showing the location of said parcel is included with this agenda item. The current property owner would pay any outstanding fees or taxes owed on the Property prior to transfer as confirmed by the Office of City Assessor.

DESCRIBE THE CONSEQUENCES

The City of Jackson is facing a housing shortage. The recently commissioned Guidehouse Housing Strategy and Policy Framework (March 2023) indicated the need to rehabilitate 3,000 existing units and construct 1,500 new units, all within a ten-year period. City staff are currently working with various builders/developers for the construction of various single and multi-family units throughout the City. Community Development staff is also constantly looking for additional buildable residential property, anticipating continued strong demand for new construction. The acquisition of this lot would be a strong strategic move to prepare for future construction demands.

OWNERSHIP

Staff from the Community Development Department are working diligently on numerous single and multi-family residential projects, all with the goal of providing safe, affordable, and top-quality housing for current and future Jackson residents. Community Development staff will work to develop additional housing on the lots in question.

SOLUTION

City Council should approve the acquisition through donation of the lot in question, for the potential future development of residential units. Families of all types are excited to make Jackson their long-term home, and the City should be prepared to offer many choices for buildable parcels.

FACILITATE IMPLEMENTATION

Accept the donation of vacant residential property on Cooper & Trail Streets (Parcel #7-067600000), approve the donation agreement and quit claim deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

1. Fannie Mae Lot Donation CC Packet

**PROPERTY DONATION AGREEMENT BETWEEN
THE CITY OF JACKSON AND
THE FEDERAL NATIONAL MORTGAGE ASSOCIATION**

RE: PROPOSED PROPERTY DONATION, PARCEL ID: 7-067600000

The City of Jackson, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, MI 49201 (“City”) and the Federal National Mortgage Association (a.k.a. Fannie Mae), a government sponsored enterprise, whose address is 5600 Granite Parkway, Plano, Texas, 75024 enter into this Property Donation Agreement (“Agreement”) on this ____ day of _____, 2025, to establish the terms and conditions under which the City will accept a donation of the following described property now owned by the Federal National Mortgage Association to the City for its future use:

**EAST 66 FEET OF LOT 4 AND EAST 66 FEET OF NORTH 1 ROD OF LOT 3
BLOCK 9, FORD’S NORTH ADDITION**

Commonly known as: 319 E. TRAIL STREET, JACKSON, MI 49201

Formerly known as: 564 COOPER STREET, JACKSON, MI 49201

Tax identification no: 7-067600000

1. The Property donation by the Federal National Mortgage Association to the City shall be for \$1.00, via quitclaim deed, subject to easement and restrictions of record. The quitclaim deed shall be prepared by the City.
2. The Federal National Mortgage Association shall pay any outstanding fees or taxes owed on the Property prior to transfer as confirmed by the Office of City Assessor, which shall be a condition of the City’s acceptance.
3. The Federal National Mortgage Association shall execute and provide to the City for recording the quitclaim deed for the Property within fifteen (15) days of the date of this Agreement.

UNDERSTOOD AND AGREED:

CITY OF JACKSON

**THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION**

By: _____
Jonathan Greene

Its: City Manager

Its: Assigned

Date: _____

Date: _____

QUIT CLAIM DEED

Grantor, the Federal National Mortgage Association (a.k.a. Fannie Mae), a government sponsored enterprise, whose address 5600 Granite Parkway, Plano, TX 75024, hereby quit claims to **Grantee, City of Jackson**, a Michigan municipal corporation, whose address is 161 W. Michigan Ave., Jackson, Michigan 49201, the following described premises situated in the City of Jackson, County of Jackson, State of Michigan:

EAST 66 FEET OF LOT 4 AND EAST 66 FEET OF NORTH 1 ROD OF LOT 3 BLOCK 9, FORD’S NORTH ADDITION

Commonly known as: 319 E. TRAIL STREET, JACKSON, MI 49201
Formerly known as: 564 COOPER STREET, JACKSON, MI 49201
Tax identification no: 7-067600000

for the sum of ONE and 00/100 Dollars (\$1.00), subject to all easements, reservations and building and use restrictions of record and subject to the lien of taxes not yet due and payable.

This conveyance is exempt from transfer tax in accordance with MCL §207.526(a) and MCL §207.505(a).

Dated this _____ day of _____, 2025.

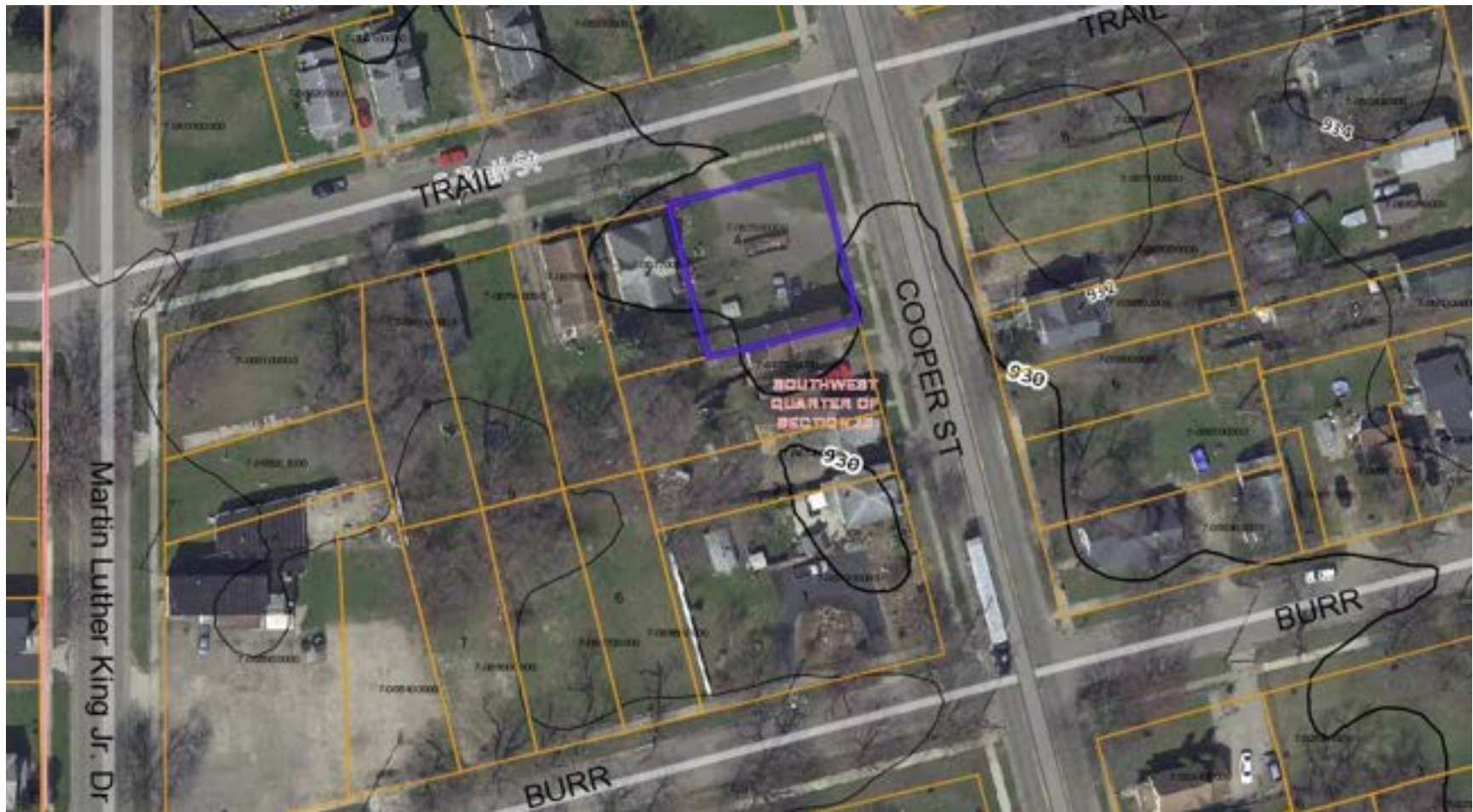
SIGNED BY: **FEDERAL NATIONAL MORTGAGE ASSOCIATION**

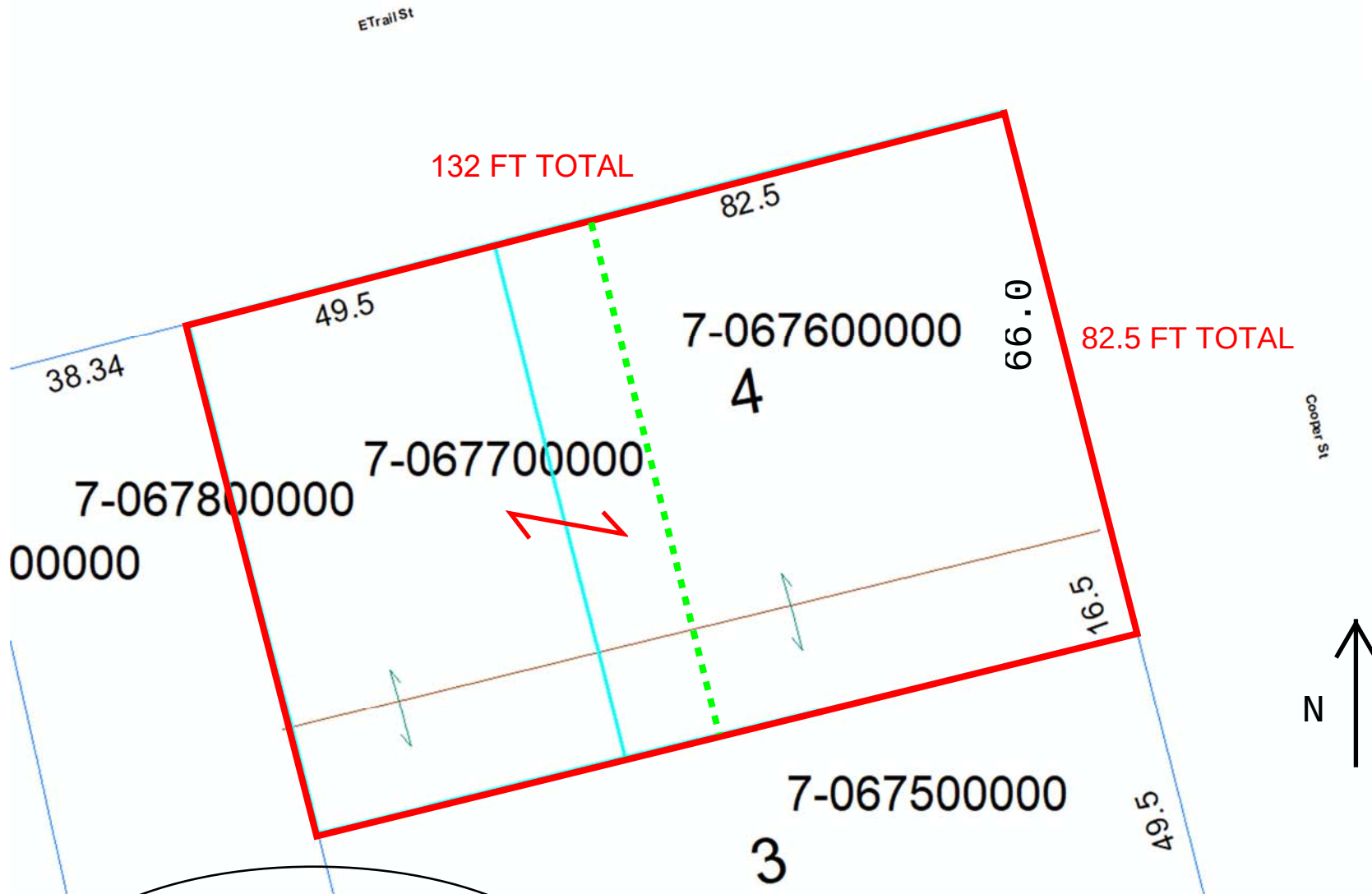
STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was subscribed and sworn to before me this _____day of _____, 2025, by the Federal National Mortgage Association.

Notary Public
_____, County, _____
My commission expires: _____
Acting in _____ County, ____

When recorded return to Grantee at: City of Jackson 161 W. Michigan Ave. Jackson, Michigan 49201 Attn: City Assessor	Send Subsequent Tax Bills to Grantee at: 161 W. Michigan Ave., Jackson, Michigan 49201	This instrument prepared without opinion by: Matthew M. Hagerty (P66015) City Attorney 161 W. Michigan Jackson, MI 49201
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NEW BOUNDARY;
BOTH PARCELS TO BE 66 FEET
BY 82.5 FEET

NOT TO SCALE



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 25, 2025
SUBJECT: 2025-2026 CDBG & HOME Preliminary Allocations

Recommendation:

Identify Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2025 – 2026 and Establish Preliminary Funding Allocations for those Projects

Identify CDBG and HOME projects for Fiscal Year 2025 – 2026 and establish preliminary funding allocations for those projects.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council identify CDBG and HOME projects for Fiscal Year 2025 – 2026 and establish preliminary funding for those projects.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: February 25, 2025

RECOMMENDATION: Identify Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2025 – 2026 and Establish Preliminary Funding Allocations for those Projects

ISSUE STATEMENT

Identify CDBG and HOME projects for Fiscal Year 2025 – 2026 and establish preliminary funding allocations for those projects.

DESCRIBE THE CONSEQUENCES

The U.S. Department of Housing and Urban Development (HUD) will publish its annual formula allocations to entitlement communities and participating jurisdictions in the coming months. In order for staff to prepare the Annual Action Plan in sufficient time to allow for the required 30-day comment period, City Council identifies projects it wants to fund for the upcoming fiscal year, which begins on July 1, 2025. City Council's approval of 2025-2026 CDBG and HOME funding allocations will allow staff to adhere to the HUD-prescribed timeline, required for all entitlement grantees. These allocation recommendations also align with the City's goals as outlined in its 5-year consolidated plan. To estimate the level of revenue the City may receive, staff has devised the following:

	CDBG	HOME
Grants funds received for FY 2024-2025	\$1,217,001	\$278,557
Less 3% in anticipation of a reduction of funds	-36,500	-8,400
Estimated Program Income	75,200	20,200
Estimated 2025-2026 Revenue:	\$1,255,701	\$290,357

OWNERSHIP

City staff, which included the City Manager, Community Development Director, Grant Coordinator, and Financial Analyst, met to prepare a recommendation for City Council. The summary of that meeting is as follows:

CDBG

For the Department of Community Development:

Administration \$150,000

Overall program administration, including, but not limited to, salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring and evaluation. General administration/planning funds are capped at no more than 20% of the annual allocation.

Rehabilitation \$250,000

Funds to provide rehabilitation loans for either an emergency hazard, major component, or a combination emergency hazard/major component project. With the maximum loan set at \$25,000, this will provide approximately 10 or more low-income households an opportunity to fix major issue(s) at their primary residence.

Rehabilitation Administration \$150,000

Rehabilitation administration supports all delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Examples include appraisal, architectural, engineering, and other professional services; preparation of work specifications and work write ups; loan processing; survey, site, and utility plans; application processing; and other fees.

Residential Demolition \$200,000

Removal of hazardous buildings increases the quality of life and vitality of neighborhoods, supports property values, eliminates hazardous conditions, and reduces opportunities for criminal activities. The availability of funds for demolition is capped at 30% of total CDBG funds expended during a fiscal year, less administration.

For the City Attorney's Office:

Code Enforcement \$25,000

The City Attorney's Office provides legal support for eligible code enforcement activities prosecuted through the Administration Hearings Bureau. It also provides legal counsel as may be needed for other CDBG activities, such as rehabilitation.

For the Department of Public Works:

Streetscape \$150,000

Improving the marketability of City-owned vacant lots can create better building opportunities for developers. These funds will support sidewalk reconstruction, curb-cuts, and the planting of street trees in these areas.

For the Engineering Department:

Streetlights \$330,701

Improving the lighting in our neighborhoods can create safer streets, walkable corridors, and will assist with future housing development. These funds will be invested in 1-2 key areas, as identified in the City's master plan: health district (just West of the hospital) and/or the Martin Luther King, Jr. neighborhood (Morrell to High Street).

HOME

Administration \$ 29,000

The level of administration available to the Department of Neighborhood & Economic Operations to properly manage the grant cannot exceed 10% of HOME funds received as specified by 24 CFR 92.207.

CHDO Reserve \$ 44,000

Use of HOME funds requires no less than 15% of the City's formula allocation be set aside for eligible Community Housing Development Organization (CHDO) activities (see 24 CFR 92.300(a)). These funds would be held in reserve for possible future projects.

Homebuyer \$ 217,357

Additional new home construction is needed in the City of Jackson, in particular for families earning 80% or less of the area median income (AMI). These funds will be used to offset the costs associated with new home construction, including (but not limited to) down payment assistance and hard/soft costs.

Staff reminds City Council that once it establishes preliminary allocations and the Action Plan is distributed for public comment, no activities can be added or deleted without triggering a substantial amendment. A substantial amendment requires public notification with a reasonable timeframe and opportunity to comment which would thus result in a late submission of the Action Plan to HUD and, in turn, delay the onset of project funding.

SOLUTION

Requested action is for City Council to confirm staff's recommendation for Fiscal Year 2025 – 2026 projects and preliminary funding levels. After HUD announces actual formula allocations, City Council will be requested to set firm funding levels commensurate with the grant resources received. This will allow staff to follow the prescribe HUD timeline and adhere to the City's goals, as outlined in the 5-year consolidated plan.

FACILITATE IMPLEMENTATION

Identify Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2025 – 2026 and Establish Preliminary Funding Allocations for those Projects

ATTACHMENTS

1. 2025-26 CDBG-HOME Allocations

**2025-2026 Community Development Block Grant
Allocation Process**

Program	Recommendations	Prelim Allocations (February 11, 2025)	Final Staff Recommendation	Final Allocations (April 29, 2025)
Public Service				
	\$ -			
<i>Public Service Subtotal:</i>	\$ -	\$ -		\$ -
Public Service Cap: \$188,355.15				
Administration and Planning				
General Administration	\$ 150,000.00	\$ 150,000.00		
<i>Admin/Planning Subtotal:</i>	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -
Admin/Planning Cap: \$251,140.20				
Other Projects				
Community Development Dept.				
Rehabilitation	\$ 250,000.00	\$ 250,000.00		
Rehabilitation Administration	\$ 150,000.00	\$ 150,000.00		
Demolition	\$ 200,000.00	\$ 200,000.00		
City Attorney's Office				
Code Enforcement (AHB)	\$ 25,000.00	\$ 25,000.00		
DPW				
Streetscape (sidewalks, street trees)	\$ 150,000.00	\$ 150,000.00		
Engineering				
Streetlighting	\$ 330,701.00	\$ 330,701.00		
<i>Other Projects Subtotal:</i>	\$ 1,105,701.00	\$ 1,105,701.00	\$ -	\$ -
Total:	\$ 1,255,701.00	\$ 1,255,701.00	\$ -	\$ -
Available Funding:	\$ 1,255,701.00	\$ 1,255,701.00	\$ -	\$ -
	(Estimate)	(Estimate)	(Actual)	(Actual)

Estimated Funding: \$1,180,501 CDBG + \$75,200 program income = \$1,255,701

2025-2026 HOME Investment Partnerships Program
Allocation Process

Projects	Recommendations	Prelim Allocations (February 11, 2025)	Final Staff Recommendation	Final Allocations (April 29, 2025)
Community Development Dept.				
Administration ¹	\$ 29,000	\$ 29,000		
Community Housing Development Organization (CHDO)				
CHDO Reserve ²	\$ 261,357	\$ 44,000		
CHDO Operating Expenses ³				
Homebuyer		\$ 217,357		
Total:	\$ 290,357	\$ 290,357	\$ -	\$ -
Available Funding:	\$ 290,357 (Estimate)	\$ 290,357 (Estimate)	(Actual)	(Actual)

Estimated Funding: \$270,157 HOME + \$20,200 program income = \$290,357

Restrictions

¹Administration - no more than 10% of allocation (\$29,035.70)

²CHDO Reserve - no less than 15% of allocation (\$43,553.55)

³CHDO Operating Expenses - no more than 5% of allocation (\$14,517.85)



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 25, 2025

SUBJECT: MDOT Resolution- Capital Preventative Bridge Maintenance

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the capital preventative maintenance on three bridges over the Grand River and authorize the Mayor and City Clerk to execute the appropriate documents.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: February 25, 2025

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the capital preventative maintenance on three bridges over the Grand River and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has secured federal and state Local Bridge Program grant funds through the Michigan Department of Transportation (MDOT) to perform capital preventative maintenance on the City's bridges over the Grand River on High Street (structure ID 4536), Losey Street (4547) and Morrell Street (4538).

DESCRIBE THE CONSEQUENCES

There are fifteen bridges in the City of Jackson's street network that are regularly inspected and require maintenance. Recent inspections show that the three subject bridges have deficiencies as follows:

- deck cracks
- open joints
- spalling and exposed reinforcement steel
- corroded and rusting steel bearings and beams
- debris in upstream channel

The management of these deficiencies now will be more cost effective than allowing further deterioration that will require bridge deck replacements or full bridge replacements.

OWNERSHIP

In 2004, the Michigan enacted legislation to create the Local Bridge Program. Engineering applied for and secured a competitive Local Bridge Program grant to do preventative maintenance to address the deficiencies and defects observed and logged by the inspection program.

SOLUTION

The grant will be administered through the Michigan Department of Transportation (MDOT). As such, plans for the preventative maintenance work were prepared and sent to MDOT for bidding. The cost participation agreement with contract number 25-5049 for this project has been prepared by MDOT and forwarded to the City for approval. For the grant funding to be expended and the project to be constructed, the attached resolution to enter into a contract with MDOT must be approved by City Council and the Mayor and Clerk authorized to sign.

This project will be paid for by a combination of funds as follows:

\$ 164,560	80%	Federal Grant Funds
+ \$ 30,855	15%	State Grant Funds
+ \$ 14,425	5%	Major Street Funds
= \$ 209,840	100%	Total

FACILITATE IMPLEMENTATION

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the capital preventative maintenance on three bridges over the Grand River and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. 218247 218249_25-5049
2. 25-14_BRIDGE CPM_MDOT CONTRACT_218247_RESOLUTION

LOCAL BRIDGE
FEDERAL

COM

Control Section	BO 38000; BHT 38000
Job Number	218247CON; 218249CON
Project Structure	25A0259; 25A0298 #4547; #4536; #4538
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5049

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 January 29, 2025, attached hereto and made a part hereof:

PART A – JOB #218247CON – FEDERAL PARTICIPATION

Resealing transverse joints and epoxy overlay on the structure #4547, which carries Losey Avenue over the Grand River, Section 12, T03S, R01W, City of Jackson, Jackson County, Michigan; including permanent pavement markings; and all together with necessary related work.

PART B – JOB #218247CON – NO FEDERAL PARTICIPATION

Contractor staking along the limits as described in PART A; and all together with necessary related work.

PART C – JOB #218249CON – FEDERAL PARTICIPATION

Resealing transverse joints, epoxy overlay and concrete railing patching on the structure #4536, which carries East High Street over the Grand River, Sections 02 and 11, T03S, R01W; and on the structure #4538, which carries East Morell Street over the Grand River, Section 02, T03S, R01W, City of Jackson, Jackson County, Michigan; including hot mix asphalt cold milling and resurfacing,

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concrete curb and gutter, sidewalk and permanent pavement markings; and all together with necessary related work.

PART D – JOB #218249CON – NO FEDERAL PARTICIPATION

Contractor staking along the limits as described in PART C; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State 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:

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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

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

1. The parties 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 for construction engineering and inspection.

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

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and awarding the construction contract for the PROJECT. 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.

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

PART A

The PART A portion of the PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of

costs, Federal Funds will be applied to the eligible items of the PART A portion of the PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST for PART A, after deduction of Federal Funds, such that the combined Federal Funds and state Local Bridge Funds shall equal 95 percent of those PROJECT COSTS for PART A eligible for participation by such funds. The remaining 5 percent of the eligible items of the PART A portion of the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent 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 or State 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

The PART C portion of the PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of the PART C portion of the PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST for PART C, after deduction of Federal Funds, such that the combined Federal Funds and state Local Bridge Funds shall equal 95 percent of those PROJECT COSTS for PART C eligible for participation by such funds. The remaining 5 percent of the eligible items of the PART C portion of the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent 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 or State 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 or paid by state Local Bridge 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 and State 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 approaches being constructed as a part of the PROJECT.

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

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation

and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT 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 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 is assuming any liability, control or jurisdiction.

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

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

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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 or bridge structure(s), 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 construction 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 reasonable and necessary and shall be considered PROJECT COSTS.

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

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

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution 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; and with approval by the State Administrative Board.

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:



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January 29, 2025

EXHIBIT I

CONTROL SECTION BO 38000; BHT 38000
 JOB NUMBER 218247CON; 218249CON
 PROJECT 25A0259; 25A0298
 STRUCTURE #4547; #4536; #4538

	<u>TOTAL ESTIMATED COST</u>	<u>FEDERAL FUNDS (EST 80%)</u>	<u>STATE LOCAL BRIDGE FUNDS (EST 15%)</u>	<u>TOTAL FEDERAL & STATE AID</u>	<u>BALANCE REQ. PARTY'S SHARE</u>
PART A - STRUCTURE AND APPROACH WORK (FEDERAL & STATE PARTICIPATION)					
Construction (Contracted)	\$40,200	\$32,160	\$6,030	\$38,190	\$2,010
PART B – CONTRACTOR STAKING (NO FEDERAL OR STATE PARTICIPATION)					
Construction (Contracted)	\$1,980	\$0	\$0	\$0	\$1,980
PART C - STRUCTURE AND APPROACH WORK (FEDERAL & STATE PARTICIPATION)					
Construction (Contracted)	\$165,500	\$132,400	\$24,825	\$157,225	\$8,275
PART D – CONTRACTOR STAKING (NO FEDERAL OR STATE PARTICIPATION)					
Construction (Contracted)	\$2,160	\$0	\$0	\$0	\$2,160
GRAND TOTAL	\$209,840	\$164,560	\$30,855	\$195,415	\$14,425

NO DEPOSIT REQUIRED

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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.

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the bridges over the Grand River on High Street (structure 4536), Losey Street (4547) and Morrell Street are in need of improvements; and

WHEREAS, the project has received federal funding for 80% and state local bridge funding for 15% of this project; and

WHEREAS, the cost-participation agreement and contract number 25-5049 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 \$209,840 with the federal share being \$164,560, the state local bridge share being \$30,855 and the City share being \$14,425.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve rehabilitation work on the High Street, Losey Street and Morrell Street bridges; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 25-5049 with the Michigan Department of Transportation for rehabilitation work on the High Street, Losey Street and Morrell Street bridges; 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 25th day of February, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 25th day of February, 2025.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 25, 2025

SUBJECT: Approve a Resolution for Application to MDOT for Local Bridge Program Funding

Recommendation:

Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for the Martin Luther King, Jr. Drive bridge over the Grand River.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of a resolution for application to MDOT for Local Bridge Program Funding.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: February 25, 2025

RECOMMENDATION: Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for the Martin Luther King, Jr. Drive bridge over the Grand River.

ISSUE STATEMENT

The bridge located on Martin Luther King Jr. Drive over the Grand River was constructed in 1903. The bridge is an earth filled concrete arch structure that is in poor condition.

The Michigan Department of Transportation (MDOT) is soliciting applications for candidates for the Local Bridge Program. Engineering has determined that the Martin Luther King, Jr. Drive bridge over the Grand River qualifies for full replacement.

DESCRIBE THE CONSEQUENCES

As the bridge continues to age and deteriorate, the load limits will need to be reduced and eventually require closure of the bridge. Prior to the bridge reaching that condition, Engineering is looking to replace the structure. The total construction cost is estimated at \$3,666,600 with the Local Bridge Program paying 95% of the construction cost with federal and state funding. The City is responsible for the remaining 5% along with 100% of the engineering costs. The total estimated cost for the City is \$909,330. This cost would be paid from the Major Street Fund.

OWNERSHIP

The City has 15 bridges that it is responsible to have inspected annually or bi-annually and to maintain. Michigan legislation enacted on October 1, 2004 created the Local Bridge Program. With the City's application for the Local Bridge Program, the City must commit to funding within the fiscal year for which we are applying. The current call for projects is for MDOT's fiscal year 2027-2028.

SOLUTION

I am requesting the attached resolution to apply for Local Bridge Program Funding through MDOT for the Martin Luther King, Jr. Drive bridge over the Grand River be approved, the Mayor and City Clerk be authorized to execute the resolution and the City Engineer be authorized to file an application.

FACILITATE IMPLEMENTATION

Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for the Martin Luther King, Jr. Drive bridge over the Grand River.

ATTACHMENTS

1. 2027-28_MLK Bridge Resolution to Apply

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the bridge located on Martin Luther King, Jr. Drive over the Grand River in the City of Jackson is an earth-filled arch constructed in 1903; and

WHEREAS, a bridge inspection completed in 2024 noted that the bridge is in deteriorating condition and recommended full replacement; and

WHEREAS, the Michigan Department of Transportation is accepting new applications for the Local Bridge Program; and

WHEREAS, if successful, the City will receive Federal and State funding in fiscal year 2027-2028 to finance 95% of construction costs, and the City will fund 5% of the construction cost and 100% of the engineering costs; and

WHEREAS, based upon engineering conceptual estimates, the projected construction cost is \$3,666,600; and

WHEREAS, 5% of the conceptual construction cost is \$183,330, and estimated engineering costs are \$726,000, for a total estimated City cost of \$909,330.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby certifies its support of the filing by the City Engineer on behalf of the City of Jackson of an application for the Martin Luther King, Jr. Drive bridge over the Grand River under the Michigan Department of Transportation Local Bridge Program.

* * * * *

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 25th day of February, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 25th day of February, 2025.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 25, 2025
SUBJECT: MDOT Resolution for MLK street reconstruction

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for street reconstruction on Martin Luther King, Jr. Drive from South Street to Morrell Street authorize the Mayor and City Clerk to execute the appropriate documents.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: February 25, 2025

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for street reconstruction on Martin Luther King, Jr. Drive from South Street to Morrell Street authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has secured a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant from the United States Department of Transportation (USDOT) for street reconstruction of Martin Luther King Jr. Drive from South Street to Morrell Street. The federal grant will be administered through the Michigan Department of Transportation (MDOT).

For the grant funding to be expended and the project to be constructed, City Council must approve the attached resolution to enter into a cost-participation contract with MDOT and authorize the Mayor and Clerk to sign the contract.

DESCRIBE THE CONSEQUENCES

The driving goal of the project has been to make the street redevelopment ready and more livable for those in the neighborhood. The RAISE grant application scored well by demonstrating strong benefits in safety, economic competitiveness and opportunity, state of good repair and innovations. The upgrades and improvements will resolve the corridor's existing vulnerabilities including outdated infrastructure, limited parking, minimal green space, trees and lighting and gaps in the non-motorized transportation network. Failure to approve the attached resolution and authorization request will jeopardize the grant funds and cancel construction of the project.

OWNERSHIP

Engineering applied for and secured the federal RAISE grant funds to address the deficiencies outlined above. The grant funds will be used for full depth pavement reconstruction, added on-street parking, build curbed bump outs to protect parking and shorten pedestrian crossing

distances, construct a ten-foot wide shared used path, add street lighting, plant trees and replace traffic signals. Although not funded by the transportation grant, the City will use this opportunity to rebuild the water and sewer infrastructure in conjunction with the street construction.

SOLUTION

The grant will be administered through the Michigan Department of Transportation (MDOT). As such, plans and specifications were prepared and sent to MDOT for bidding. The cost participation agreement with contract number 25-5040 for this project has been prepared by MDOT and forwarded to the City for approval.

This project will be paid for by a combination of funds as follows:

\$ 6,785,245	44%	Federal Grant Funds
+ \$ 753,916	5%	Major Street Funds
+ \$ 2,560,628	17%	Sewer Funds
+ \$ 5,316,839	34%	Major Street Funds
= \$ 15,416,628	100%	Total

FACILITATE IMPLEMENTATION

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for street reconstruction on Martin Luther King, Jr. Drive from South Street to Morrell Street, and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

- 1. 25-08_MLK CORRIDOR_MDOT CONTRACT_220138_25-5040
- 2. 25-08_MLK CORRIDOR_220138_MDOT CONTRACT_RESOLUTION

RAIS

DA

Control Section	RAIS 38000
Job Number	220138CON
Project	25A0212
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5040

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 January 29, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction along Martin Luther King Jr. Drive from South Street northerly to Morrell Street; including earthwork, aggregate base, concrete shared use path, sidewalk, concrete curb and gutter, ramps, decorative concrete, infrared bollards, traffic signals, mast arms, countdown pedestrian signals, optical priority control system, street lighting, storm sewer, lighting, perimeter lit flashing light-emitting diode sign assemblies, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Sanitary sewer main, water main and water transmission main along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

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

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

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

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REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY
(RAISE) GRANT PROGRAM

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

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

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

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

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

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

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

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

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

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

A. Design or cause to be designed the plans for the PROJECT.

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- 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 RAISE Grant Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$6,785,245 or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

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

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

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

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

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

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



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January 29, 2025

EXHIBIT I

CONTROL SECTION	RAIS 38000
JOB NUMBER	220138CON
PROJECT	25A0212

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$7,539,161	\$7,877,467	\$15,416,628

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$7,539,161	\$7,877,467	\$15,416,628
Less Federal Funds*	<u>\$6,785,245</u>	<u>\$ 0</u>	<u>\$ 6,785,245</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 753,916	\$7,877,467	\$ 8,631,383

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

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Martin Luther King, Jr. Drive from South Street to Morrell Street is in need of improvements; and

WHEREAS, the project contains two parts: Part A—street reconstruction with non-motorized trail and street light construction, tree plantings and traffic signal replacements and Part B-sanitary sewer and water main replacement and transmission water main construction; and

WHEREAS, the project has received federal funding for 90% to a maximum of \$6,785,245 for Part A of the project; and

WHEREAS, the cost-participation agreement and contract number 25-5040 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 \$15,416.628 with the federal share being \$6,785,245 and the City share being \$8,631,383.

NOW, THEREFORE, BE IT RESOLVED that the City Council does the reconstruction of Martin Luther King, Jr. Drive from South Street to Morrell Street; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 25-5040 with the Michigan Department of Transportation for street reconstruction on Martin Luther King, Jr. Drive from South Street to Morrell Street; 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 25th day of February, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 25th day of February, 2025.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 25, 2025

SUBJECT: MDOT Resolution for Milling and Resurfacing- Brown & Blackstone

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for milling and resurfacing on Brown Street from Denton Road to High Street and roadway widening on Blackstone Street from Glick Highway to VanBuren Street and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of a resolution as described for the milling and resurfacing.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: February 25, 2025

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for milling and resurfacing on Brown Street from Denton Road to High Street and roadway widening on Blackstone Street from Glick Highway to VanBuren Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has secured federal Surface Transportation Program grant funds through the Michigan Department of Transportation (MDOT) to perform the following construction:

- mill and repave Brown Street from Denton to High
- widen Blackstone Street from Glick to VanBuren.

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

DESCRIBE THE CONSEQUENCES

Engineering records show that Brown Street was constructed in 1978 and cracksealed in 2002. The roadway has extensive cracking and occasional potholes. The current PASER rating is three (3). If the pavement surface is not milled and repaved, it will continue to deteriorate.

Engineering records show Blackstone Street was reconstructed in 1995. At that time, both Glick Highway and Blackstone Street were designed for one-way traffic. Because of the traffic patterns at the time, a left-turn lane was not built on Blackstone on the north side of Glick. In 2013, the traffic pattern on Blackstone was converted to two-way traffic. Since then, southbound Blackstone traffic has experienced congestion and backups because there is not a left turn lane on the north approach to Glick. If the roadway is not widened, the congestions and backups will continue.

OWNERSHIP

Engineering applied for and secured federal Surface Transportation grant funds to address the street deficiencies outlined above.

SOLUTION

The grant will be administered through the Michigan Department of Transportation (MDOT). As such, plans and specifications were prepared and sent to MDOT for bidding. The cost participation agreement with contract number 25-5057 for this project has been prepared by MDOT and forwarded to the City for approval.

This project will be paid for by a combination of funds as follows:

\$ 351,381	82%	Federal Grant Funds
+ \$ 77,919	18%	Major Street Funds
= \$ 429,300	100%	Total

FACILITATE IMPLEMENTATION

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for milling and resurfacing on Brown Street from Denton Road to High Street and roadway widening on Blackstone Street from Glick Highway to VanBuren Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

- 1. 25-02_BROWN & BLACKSTONE_221339 & 221341_MDOT CONTRACT_25-5057
- 2. 25-02_BROWN & BLACKSTONE_221339 & 221341_RESOLUTION FOR MDOT CONTRACT

STP

DA

Control Section	STUL 38000
Job Number	221339CON; 221341CON
Project	25A0234; 25A0288
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5057

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 January 29, 2025, attached hereto and made a part hereof:

PART A – JOB #221339CON; 25A0234

Hot mix asphalt cold milling and resurfacing along Brown Street from Denton Road to High Street, including concrete curb and gutter, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – JOB #221341CON; 25A0288

Hot mix asphalt roadway widening along North Blackstone Street from Glick Highway to Van Buren Street, including earthwork, aggregate base, concrete paving, curb and gutter, curb ramps, sidewalk, wireless vehicle sensor nodes, permanent signing and pavement marking; and all together with necessary related work.

WITNESSETH:

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

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

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

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SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

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

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

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

A. Design or cause to be designed the plans for the PROJECT.

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- 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 Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$218,546 or (2) an amount such that 81.85 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

Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$151,104 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B 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.

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.

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

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

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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

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

made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



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January 29, 2025

EXHIBIT I

CONTROL SECTION	STUL 38000
JOB NUMBER	221339CON; 221341CON
PROJECT	25A0234; 25A0288

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$264,050	\$165,250	\$429,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$264,050	\$165,250	\$429,300
Less Federal Funds*	<u>\$216,124</u>	<u>\$135,257</u>	<u>\$351,381</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 47,926	\$ 29,993	\$ 77,919

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

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Brown Street from Denton Road to High Street is in need of improvements;
and

WHEREAS, Blackstone Street from Glick Highway to VanBuren Street is in need of
improvements; and

WHEREAS, the project is broken down into two parts: Part A – cold milling and asphalt
resurfacing on Brown Street from Denton to High and Part B – roadway widening on Blackstone
from Glick to VanBuren, and

WHEREAS, the project has received federal funding for 81.85% to a maximum of
\$218,546 for Part A; and federal funding for 81.85% to a maximum of \$151,104 for Part B; and

WHEREAS, the cost-participation agreement and contract number 25-5057 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 \$429,300 with the federal share being
\$351,381 and the City share being \$77,919.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve milling and
asphalt resurfacing on Brown Street from Denton to High and roadway widening on Blackstone
from Glick to VanBuren; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the
contract number 25-5057 with the Michigan Department of Transportation for milling and asphalt
resurfacing on Brown Street from Denton to High and roadway widening on Blackstone from
Glick to VanBuren; 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 25th day of February, 2025.

IN WITNESS WHEREOF, I have hereto
affixed my signature and the Seal of the City
of Jackson, Michigan, on this 25th day of
February, 2025.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk



Contract Modification

City of Jackson Engineering - ENG24-07

2/5/2025 3:21 PM

FieldManager 5.3c

Contract: _221878, WWTP HURD MARVIN DRAIN

Cont. Mod. Number 1	Revision Number	Cont. Mod. Date 2/5/2025	Electronic File Created No	Net Change \$-63,602.34	Awarded Contract Amount \$894,737.90
Route		Managing Office Fishbeck		District 0	Entered By Amy S Maas
Contract Location					

Short Description

Balancing Quantities

Description of Changes

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Riprap, Inside Culvert	8137011	0030	0120	221878	01	Original	-30.500	Syd	100.00000	\$-3,050.00
Aggregate Base, 6 inch	3020016	0014	0070	221878	01	Original	159.230	Syd	10.80000	\$1,719.68
Backfill, Structure, CIP	2060002	0010	0050	221878	01	Original	-43.800	Cyd	32.50000	\$-1,423.50
Conc Pavt, Nonreinf, 8 inch	6020104	0019	0085	221878	01	Original	-34.180	Syd	71.00000	\$-2,426.78
Culv Bedding, Box Culv	4060005	0015	0075	221878	01	Original	-10.830	Cyd	75.00000	\$-812.25
Embankment, CIP	2050010	0011	0055	221878	01	Original	-608.270	Cyd	32.50000	\$-19,768.78



City of Jackson Engineering - ENG24-07

Contract Modification

2/5/2025 3:21 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Erosion Control, Silt Fence	2080036	0013	0065	221878	01	Original	-474.000	Ft	3.30000	\$-1,564.20
Excavation, Earth	2050016	0008	0040	221878	01	Original	-338.660	Cyd	27.00000	\$-9,143.82
Excavation, Rock	2050018	0009	0045	221878	01	Original	-30.000	Cyd	105.00000	\$-3,150.00
Fence, Rem	2040025	0007	0035	221878	01	Original	-50.000	Ft	25.00000	\$-1,250.00
Fence, Temp	8080004	0025	0105	221878	01	Original	-40.000	Ft	50.00000	\$-2,000.00
Fence,Chain Link,72",w/ 3 Barbed Wire	8080072	0027	0115	221878	01	Original	-154.000	Ft	65.00000	\$-10,010.00
Hand Patching	5010025	0018	0080	221878	01	Original	28.460	Ton	450.00000	\$12,807.00
Joint, Contraction, Cp	6020200	0020	0090	221878	01	Original	100.000	Ft	27.00000	\$2,700.00
Lane Tie, Epoxy Anchored	6030030	0021	0095	221878	01	Original	-200.000	Ea	17.00000	\$-3,400.00
Masonry and Conc Structure, Rem	2040045	0005	0025	221878	01	Original	-122.630	Cyd	65.00000	\$-7,970.95

Contract: _221878

Cont. Mod.: 1

Page 2 of 4



Contract Modification

City of Jackson Engineering - ENG24-07

2/5/2025 3:21 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Pavt, Rem	2040050	0003	0015	221878	01	Original	18.060	Syd	7.60000	\$137.26
Riprap, Plain	8130010	0029	0155	221878	01	Original	-30.560	Syd	100.00000	\$-3,056.00
Steel Sheet Piling, Permanent	7040001	0023	0100	221878	01	Original	-68.250	Sft	120.00000	\$-8,190.00
Tree, Rem, 6 inch to 18 inch	2020004	0002	0010	221878	01	Original	-3.000	Ea	1,250.00000	\$-3,750.00

Total Dollar Value: \$-63,602.34

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
221878	WWTP HURD MARVIN DRAIN	0	CNST			
01	PROJECT					\$-63,602.34

Total: \$-63,602.34

Total Net Change Amount: \$-63,602.34

City of Jackson Engineering - ENG24-07

FieldManager 5.3c

Contract: _221878

CHANGE ORDER NO. 1
To Contract for
ENG24-07 Wastewater Treatment Plant Culverts #2 and #4 Replacement
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT **\$ 894,737.90**

CHANGE ORDER NO. 1 **\$ – 63,602.34**

NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1 **\$ 831,135.56**

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Jeffrey D. Crow, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating, Inc.

Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 25, 2025

SUBJECT: Authorize payment to Dunigan Brothers, Inc. for Replacement of Transmission Main Valve

Recommendation:

Authorize the payment of a Dunigan Brothers, Inc. invoice in the amount of \$172,491.18 for the replacement of a transmission main valve at the outlet from the High Service Pump Station and authorize the Water Treatment Plant Supervisor and City Manager to execute the appropriate document(s).

Attached is a report and documentation from Troy White, City Engineer, regarding approval of an invoice as described for the transmission valve replacement.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: February 25, 2025

RECOMMENDATION: Authorize the payment of a Dunigan Brothers, Inc. invoice in the amount of \$172,491.18 for the replacement of a transmission main valve at the outlet from the High Service Pump Station and authorize the Water Treatment Plant Supervisor and City Manager to execute the appropriate document(s).

ISSUE STATEMENT

Construction to replace a failed valve at the Water Treatment Plant was completed to ensure safety, reliability and continuity of the potable water service to the City. The work, completed over a period of three and a half days, involved the replacement of the failed valve and the construction of an eight-foot diameter vault to house it. The cost for the work is \$172,491.18.

DESCRIBE THE CONSEQUENCES

Potable water generated at the Water Treatment Plant is pumped to the two elevated storage tanks and the City-wide distribution system by the High Service Pump Station through twenty-four inch cast iron transmission water mains. The transmission mains as well as associated isolation valves, constructed in 1926, are operating beyond their intended service life and are prone to age-related failures.

During the investigation of a ground surface flooding incident on the outlet side of the pump station, it was discovered that age-related corrosion around a threaded plug in the bonnet of a twenty-four inch valve resulted in a hole that leaked profusely.

OWNERSHIP

To avoid further deterioration of the compromised valve and an escalation of the leak as well as contamination of treated potable water by degraded surface flood water, a contractor was engaged immediately to make a repair. Immediate action was necessary to protect the safety and reliability of the water distribution system and continuity of water service. Delay would have amplified the problem and potentially compromised the water system. Throughout the process, from discovery of the failed valve to the completion of the repair, the top priority, without exception, was the protection of the water system.

SOLUTION

Section 14.0 of the City of Jackson Purchasing Manual allows for the emergency purchases of goods and services when there is a threat to the public health, welfare or safety of the City or its residents. The circumstances surrounding the failed valve were deemed to be such an emergency and a contractor was engaged accordingly. This report and the request for authorization to pay the resulting invoice is made in accordance with Section 14.0 of the manual.

FACILITATE IMPLEMENTATION

Authorize the payment of a Dunigan Brothers, Inc. invoice in the amount of \$172,491.18 for the replacement of a transmission main valve at the outlet from the High Service Pump Station and authorize the Water Treatment Plant Supervisor and City Manager to execute the appropriate document(s).

ATTACHMENTS

1. jackson WTP valve repair cost detail

Dunnigan

BROS. INC.

JACKSON, MICH.

911 E South St.
 Jackson, MI 49203
 Ph: 517-787-4720
 Fx: 517-787-3023
 Email: patrick@duniganbros.com

Cost Detail

Project Name: Jackson WTP 24" Emergency Valve Replacement	Customer: City Of Jackson
Job Number:	Billing Address: Jackson, MI
Bid As:	
Estimator:	Phone:
Project Address:	Contact: Nick Mangas
Completion Date:	

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
D 1 - 24" Valve Instllation With 8' Valve Vault	1.00	EACH	\$122,212.93	\$122,212.93
D Install Sewer Manhole	1.00	EACH	\$88,562.93	\$88,562.93
Sanitary Sewer Crew, Small Dia./less Than 12' (0.40 EACH/DY, 2.50 DY)	1.00	EACH	\$15,159.22	\$15,159.22
CAT 336FL Excavator	25.00	HR	\$177.20	\$4,430.00
CAT 420 Backhoe	25.00	HR	\$46.60	\$1,165.00
CAT 938H Loader	25.00	HR	\$80.85	\$2,021.25
Pickup Truck	25.00	HR	\$20.00	\$500.00
Excavator Operator	25.00	HR	\$58.02	\$1,450.38
Foreman	25.00	HR	\$66.30	\$1,657.61
Loader Operator	25.00	HR	\$54.46	\$1,361.57
Pipe Layer	25.00	HR	\$52.65	\$1,316.31
Top Man	25.00	HR	\$50.28	\$1,257.10
DI MJ Gate Valve 24"	1.00	EACH	\$34,450.00	\$34,450.00
DI MJ Sleeve 24"	2.00	EACH	\$3,418.55	\$6,837.11
MH 8' Dia. EA DH	1.00	EACH	\$17,278.00	\$17,278.00
Mh Casting Solid Lid	1.00	EACH	\$588.30	\$588.30
Riser Rings	3.00	EACH	\$37.10	\$111.30
Crane	1.00	EACH	\$7,500.00	\$7,500.00
6AA Crushed Stone	50.00	TON	\$40.28	\$2,014.00
Trucking (2.50 DY, 1.00 Trucks, 0.04 EACH/HR)	1.00	EACH	\$4,625.00	\$4,625.00
D Dewatering	1.00	LS	\$33,650.00	\$33,650.00
D 2 - Site Restoration	300.00	SY	\$6.94	\$2,083.28
D Grading, Seed, Mulch	300.00	SY	\$6.94	\$2,083.28
Cleanup Crew (600.00 SY/DY, 0.50 DY)	300.00	SY	\$5.35	\$1,606.28
CAT 257B Series 3 Skid Steer	5.00	HR	\$40.80	\$204.00
CAT 305C CR	5.00	HR	\$33.20	\$166.00
Pickup Truck	5.00	HR	\$20.00	\$100.00
Excavator Operator	5.00	HR	\$58.02	\$290.08
Foreman	5.00	HR	\$66.30	\$331.52

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
<i>(Item 2 - Site Restoration continued)</i>				
 Pipe Layer	5.00	HR	\$52.65	\$263.26
 Top Man	5.00	HR	\$50.28	\$251.42
 Fertilizer	300.00	SY	\$0.53	\$159.00
 Grass Seed	300.00	SY	\$0.53	\$159.00
 Straw Blanket	300.00	SY	\$0.53	\$159.00
 3 - Existing Unrestrained Tee Repair	1.00	LS	\$2,700.00	\$2,700.00

Indirect Items

Description	Quantity	UM	Unit Indirect Cost	Total Indirect Cost
 Mob	1.00	LS	\$8,675.17	\$8,675.17
 Portable Toilet	0.00	MO	\$0.00	\$0.00
 Small Tools	1.00	LS	\$0.00	\$0.00
 29200 - Down Time (Lunch/Break/Break Downs)	0.00	HR	\$0.00	\$0.00

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$14,529.25	11.44%
Equipment Owned:	\$14,936.25	11.76%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$63,255.71	49.81%
Subcontracted:	\$18,650.00	14.69%
Trucking Owned:	\$4,625.00	3.64%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$11,000.00	8.66%
Plug:	\$0.00	0.00%
Direct Cost:	\$126,996.21	

Indirect Cost Totals

	Amount	Percent of Indirect Cost
Labor:	\$8,675.17	100.00%
Equipment Owned:	\$0.00	0.00%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$0.00	0.00%
Subcontracted:	\$0.00	0.00%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$0.00	0.00%
Plug:	\$0.00	0.00%
Indirect Cost:	\$8,675.17	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$126,996.21	73.62%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$8,474.56	4.91%
Total Bond:	\$1,337.79	0.78%
Total Overall Cost:	\$136,808.56	79.31%
Total Overhead:	\$3,179.30	1.84%
Total Profit:	\$32,503.32	18.84%
Total Margin:	\$35,682.62	20.69%
Total Bid Price:	\$172,491.18	

MEMO TO: Mayor and City Council

FROM: Jonathan Greene, City Manager

DATE: February 25, 2025

SUBJECT: The sale of City owned property located at 228 W. Michigan Avenue (Hotel Hayes), for \$25,000.00 to Collier Gibson.

Recommendation: Approve the sale of the Hotel Hayes, located at 228 W. Michigan Avenue to Collier Gibson. Authorize the City Manager and City Attorney to create the Property Purchase Agreement and Property Development Agreement and any other authorized documents to complete the sale of the Property, making minor modifications as necessary.

The City of Jackson owns the Hotel Hayes, located at 228 W. Michigan Avenue. Collier Gibson has presented a comprehensive and achievable project plan; resulting in a mixed-use facility that will contribute to the vibrancy of downtown Jackson.

Attachments: Property Purchase Agreement
Property Development Agreement
Collier Gibson Presentation
J. Jeffers Correspondence

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement"), dated as of February __, 2025, is made and entered into by and between **CITY OF JACKSON**, a Michigan municipal corporation, with a business address of 161 W. Michigan Avenue, Jackson, MI 49201 ("Seller") and **COLLIER GIBSON, LLC**, a Delaware limited liability company, with a business address of 315 E. 6th St, Dayton, OH 45402 or its assigns ("Purchaser").

1. Property. Subject to the terms and conditions of this Agreement, the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller agrees to sell and convey and Purchaser agrees to purchase the following (collectively, the "Property"):

1.1 The real property generally known as 228 West Michigan Avenue, Jackson, Michigan and legally described on **Exhibit A** hereto; provided, however, that the exact legal description for the land shall be determined based upon the final ALTA Survey pursuant to this Agreement and attached hereto as **Exhibit D**. Notwithstanding the foregoing, it is agreed and understood that the description of the land attached hereto is sufficient for purposes of this Agreement creating binding obligations of the parties hereunder;

1.2 All buildings, structures and improvements on such real property and Seller's interest in and to any fixtures and equipment affixed or attached thereto;

1.3 All rights and appurtenances pertaining to such real property, including without limitation any appurtenant easements;

1.4 All right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way; and

1.5 Any and all zoning approvals, permits, licenses, access rights, development agreements and rights which now or hereafter exist with respect to said real property.

2. Contract Date; Closing; Closing Date.

2.1 The "Contract Date" shall be the later of (i) the date first set forth above and (ii) the date on which the last party executes this Agreement or initials an agreed to change. Except as otherwise provided herein, the "Closing Date" shall be the next Business Day (as defined in **Section 20.5**).

2.2 The closing of the transaction contemplated herein ("Closing") shall take place on the Closing Date at the offices of American Title Company of Jackson located at 280 W. Cortland, Jackson, MI, 49201, ("Title Company"). A party to this Agreement will not be required to be present in person at such Closing if such party has delivered all of the items it is required to deliver at the Closing to the Title Company on or before the Closing; provided, that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the provisions of this Agreement. If any such instructions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. The attorneys of each party are hereby authorized to execute and deliver escrow instructions on behalf of their respective clients with the same binding effect as if executed by their respective clients.

3. Purchase Price. The purchase price for the Property, subject to adjustments provided for herein, shall be Twenty-Five Thousand Dollars U.S. (\$25,000.00) (the "Purchase Price"), payable by wire transfer to the Title Company, in escrow, on or prior to the Closing Date and then by wire transfer from the Title Company to Seller, subject to the adjustments provided in this Agreement at Closing.

4. Deed. Seller shall sell the Property for the Purchase Price on the terms set forth herein and, at Closing, Seller shall convey or cause to be conveyed to Purchaser, title to the Property by recordable form of warranty deed (the "Deed"), duly executed and acknowledged by Seller, in form and substance as attached hereto as **Exhibit B**, subject only to (a) general real estate taxes for the current year not yet due and payable and (b) the Permitted Exceptions (as defined below).

5. Seller Deliveries.

5.1 Within five (5) days following the Contract Date, Seller shall furnish to Purchaser, for Purchaser's review, copies of any and all of the items listed on **Exhibit C** with respect to the Property to the extent in Seller's possession or control (collectively, the "Initial Seller Deliveries").

5.2 Seller shall also deliver to Purchaser (i) copies of any and all documents of the kind described in the foregoing paragraph received by Seller or its agents, employees, representatives or contractors on and after the Contract Date ("After Acquired Documents"), and (ii) any other types of documents or correspondence reasonably requested by Purchaser on or before the Closing with respect to the Property (the "Additional Documents"). After Acquired Documents shall be delivered to Purchaser within three (3) days after receipt and any and all Additional Documents requested by Purchaser shall be delivered to Purchaser within three (3) days after Purchaser's written request for such documents to the extent in Seller's possession or control.

5.3 Purchaser acknowledges and agrees that Seller is providing the Seller Deliveries to Purchaser, without representation or warranty and as an accommodation only, and Purchaser shall not be entitled to rely on such information and shall only rely on its own studies and investigations.

6. Access and Inspections; Cooperation.

6.1 Seller hereby grants to Purchaser, its agents, employees, representatives and contractors, effective as of the Contract Date, reasonable access to the Property for the purpose of performing its inspections, reviews and other investigations prior to the Closing Date. Purchaser, its agents, employees, representatives and contractors shall have the right, but not the obligation, to review zoning laws and applicable building codes and to obtain (i) all federal, city, county and state licenses and permits to authorize Purchaser's intended use of the Property, including, without limitation, all federal, state and local road improvement permits, curb cuts, median cuts, stoplights or other road or highway improvements necessary for Purchaser's use of the Property, in Purchaser's sole discretion; (ii) all city, county, state and federal permits, licenses and approvals for the construction or demolition of buildings, structures and improvements on the Property in accordance with Purchaser's specifications; (iii) all municipal zoning, rezoning, variances, site plan, subdivision or lot split approvals; (iv) all rulings or opinions from any federal, state, county or local agency deemed necessary by Purchaser; (v) all other approvals, licenses, permits, consents and authorizations from third parties deemed necessary by Purchaser to authorize Purchaser's intended use of the Property, including, without limitation, environmental rulings; and (vi) all other government approvals for Purchaser's anticipated development of the Property as a mixed use redevelopment consisting of approximately 100 market rate apartment units and 20,000 square feet of

commercial/retail space (the “Project”), including, without limitation, approvals of development incentives, in such form and amounts deemed necessary by Purchaser in its sole discretion (collectively, the “Permits and Approvals”); provided, however, that Purchaser shall not be authorized to take any action that will result in any Permits & Approvals, which are final, effective and binding upon the Property, without the Seller’s prior written consent (which Seller may grant or withhold in its discretion) unless and until the Purchaser has waived all contingencies to the Closing of this Agreement and its purchase of the Property. Post-closing, Purchaser shall execute a Development Agreement with Seller, setting forth the development specifications; construction schedule; and other material terms of the development project consistent with the mixed-use redevelopment referenced herein.

6.2 Seller shall fully cooperate with Purchaser in obtaining the necessary Permits and Approvals from those governmental agencies other than Seller and any other reasonable request by Purchaser. Seller shall join in any zoning, land use or incentive application requested by Purchaser, other than such zoning, land use or incentive application solely within the Seller’s administrative or legislative authority, all at no cost or expense to Seller. Seller and Purchaser shall otherwise agree to work together in good faith to effectuate the provisions of this Agreement.

6.3 Understanding that Purchaser’s receipt or satisfaction of all Permits and Approvals is a condition to Purchaser’s obligation to complete the Closing under **Section 8**, if at any time prior to the Closing Date Purchaser determines, in its sole discretion, that receipt of the requisite Permits and Approvals is not feasible or is impractical, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller of such termination. If Purchaser terminates this Agreement as aforesaid, the Title Company shall distribute the Purchase Price in accordance with the procedures set forth in **Section 17.3** below, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive such termination under this Agreement.

6.4 Without limiting Purchaser’s inspection rights set forth in this Section, Purchaser, its agents, employees, representatives and contractors shall have reasonable access to the Property at any time prior to the Closing Date to confirm, at its sole cost and expense, the results of its earlier testing and inspections have not changed, which activities may include, without limitation, additional environmental site assessments and testing.

7. Affirmative Covenants. Seller shall cause the Property to be maintained free from waste and neglect and shall not allow the dumping on the Property of any wastes or substances of any kind whatsoever. Seller shall not, without the prior written consent of Purchaser, which will not be unreasonably withheld or delayed, (i) enter into any transaction in respect to or affecting the Property or the development thereof, including, without limitation, leases or service, maintenance, management, construction or repair contracts in respect to or affecting the Property, which will survive the Closing, (ii) further encumber the Property in any form or manner whatsoever, (iii) create or allow to be created any additional exceptions to title to the Property or amend or terminate any existing exceptions to title, except to the extent required herein, or (iv) grade or otherwise improve the Property or any adjacent property owned by Seller in any manner, except to the extent expressly provided herein.

8. Conditions Precedent to Purchaser’s Obligations. Seller acknowledges that Purchaser’s obligation to complete the Closing under this Agreement is expressly contingent upon satisfaction of each and every one of the following:

8.1 Seller’s compliance with the terms of this Agreement;

8.2 Seller's representations and warranties being true and correct on the Contract Date and remaining true through the Closing of this transaction;

8.3 Purchaser's receipt or satisfaction of all Permits and Approvals (as defined in **Section 6.1**);

8.4 The issuance to Purchaser of the extended ALTA owner's policy of title insurance in the amount of the Purchase Price pursuant to the Title Commitment, subject only to the Permitted Exceptions, upon payment of the premium therefor (the "Title Policy"); and

8.5 Purchaser's additional testing and inspections of the Property pursuant to **Section 6** above shall have revealed (a) no additional environmental problems or concerns, (b) no additional liens, encumbrances or other matters affecting title to the Property or Purchaser's intended use of the Property which Seller is unable or unwilling to cause to be removed or resolved prior to Closing, and/or (c) no violation of the terms and conditions of this Agreement by Seller.

The foregoing conditions are (x) necessary prerequisites for Purchaser's purchase of the Property; (y) included in this Agreement solely for Purchaser's benefit; and (z) may be waived solely by Purchaser, in Purchaser's sole discretion. If any of the foregoing conditions are not satisfied or waived in writing by Purchaser on or before the Closing Date, this Agreement shall terminate at midnight on the Closing Date and in that event, the Title Company shall distribute the Purchase Price in accordance with the procedures set forth in **Section 17.3** below, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive such termination under this Agreement. Notwithstanding the foregoing, if one of the foregoing conditions is not satisfied as a result a Seller's failure to perform under this Agreement or otherwise due to the violation of the terms and conditions of this Agreement by Seller, Purchaser may exercise its rights and pursue remedies in accordance with **Section 17.2** below.

9. Conditions Precedent to Seller's Obligations. Purchaser acknowledges that Seller's obligation to complete the Closing under this Agreement is expressly contingent upon satisfaction of each and every one of the following:

9.1 Purchaser's compliance with the terms of this Agreement; and

9.2 Purchaser's representations and warranties being true and correct on the Contract Date and remaining true through the Closing of this transaction.

10. Seller's Covenants, Representations and Warranties. Seller covenants, represents and warrants to Purchaser that, as of the Contract Date and the Closing Date:

10.1 Seller has full and lawful right and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder and the undersigned signatories to this Agreement are the only persons whose signatures are needed in order for this Agreement to have been duly executed and delivered by Seller, and binding on Seller;

10.2 Seller owns fee simple title to the Property, subject only to the Permitted Exceptions and any Monetary Liens which Seller shall cause to be released at or prior to Closing. At the Closing, the Seller's representation and warranty herein shall merge into the Deed;

10.3 This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with the terms hereof;

10.4 There are no litigation, bankruptcy, administrative proceeding or other proceeding or proceedings pending in any manner affecting the Property, and to the best of Seller's knowledge, none threatened in respect to the ownership or operation of the Property, including without limitation, disputes of tenants, employees, government authorities, environmental groups, prior owners, utilities, contractors, adjoining landowners or suppliers of goods and services;

10.5 There are no management contracts, repair contracts, service contracts, leases, options or any other material agreements relating to the Property or the conduct of business thereon;

10.6 Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section (and Seller will furnish to Purchaser at Closing an exemption certificate as set forth in said section);

10.7 To the best of Seller's knowledge, there are no unrecorded restrictions, contracts or other documents which could, in any manner or at any time whatsoever, affect or prohibit the development of the Property for any commercial use or which could affect the manner or type of goods or services to be provided or sold from or at the Property;

10.8 The Seller Deliveries will be true, correct and complete in all material respects and the same will not omit any material information required to make the submission thereof fair, correct and complete, and except for such documents, there are no leases, occupancy agreements, management contracts, repair contracts, service contracts, options or any other material agreements relating to the Property or affecting the Property or any part thereof which will survive Closing or be binding upon Purchaser;

10.9 Seller has not received any notice: (a) from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect to the Property or any part thereof which has not been entirely corrected; (b) from any insurance company of any defects or inadequacies in the Property or any part thereof which would adversely affect the insurability of the Property or cause the imposition of extraordinary premiums therefor; or (c) proposing or announcing a material change in the tax assessment of the Property or any part thereof from the assessment last made and reflected in the tax bills and assessments furnished to Purchaser pursuant to this Agreement; and

Seller shall notify Purchaser if any of Seller's representations under this Agreement are or become untrue immediately upon Seller's discovery thereof. As provided in **Section 8** above, Purchaser's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Contract Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing and delivery of the Deed, except to the extent expressly provided in this Agreement.

EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SELLER IS SELLING AND THE PURCHASER IS PURCHASING THE PROPERTY "AS IS/WHERE IS" WITHOUT ANY WARRANTIES.

11. Purchaser's Covenants, Representations and Warranties. Purchaser covenants, represents

and warrants to Seller that, as of the Agreement Date and the Closing Date:

11.1 Purchaser has full and lawful right and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder and the undersigned signatory to this Agreement is the only person whose signature is needed in order for this Agreement to have been duly executed and delivered by Purchaser, and binding on Purchaser.

11.2 Purchaser is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of Delaware. The execution and delivery of this Agreement, and the performance by Purchaser of all of its covenants and obligations hereunder, have been approved by all requisite authorization and action on the part of Purchaser and this Agreement constitutes the legal, valid and binding obligation of Purchaser and is enforceable in accordance with the terms hereof.

Purchaser shall notify Seller if any of Purchaser's representations under this Agreement are or become untrue immediately upon Purchaser's discovery thereof. As provided in **Section 9** above, Seller's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Purchaser being true on the Contract Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing and delivery of the Deed, except to the extent expressly provided in this Agreement.

12. Indemnification. To the extent authorized under Michigan law, the parties shall indemnify, defend and hold each other and their lenders, tenants, agents, employees, members, managers, contractors, successors and assigns (collectively, the "Indemnified Persons") harmless against and with respect to any claims, causes of action, losses, damages, liabilities, judgments, settlements and expenses (including, without limitation, court costs, reasonable fees and costs of attorneys, contractors, consultants, experts witnesses) to the extent suffered or incurred by any one or more of the Indemnified Persons resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant, representation, warranty or agreement by either party hereunder. The indemnification obligations, to the extent authorized under Michigan law, set forth in this Section shall survive Closing and the delivery of the Deed or the termination of this Agreement for any reason.

13. Closing Escrow. For the purpose of closing the transactions described in this Agreement, payment of the Purchase Price, the Deed, and all other instruments necessary to close such transactions shall be passed through escrow with the Title Company in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company with such additional provisions inserted as may be required to conform with this Agreement. The cost of the escrow shall be divided equally between Purchaser and Seller.

14. Adjustments at Closing.

14.1 The following shall be prorated as of the Closing Date, with Seller being charged through the Closing Date: (i) real estate taxes for the year in which Closing occurs pertaining to the Real Estate shall be allocated on a due date basis (i.e. all taxes in each tax bill are deemed allocable to the one year period beginning on the due date stated in that tax bill and any accrued but unpaid general or special assessments payable therewith, (ii) utility charges for sewer, water, gas, and electricity pertaining to the Property, and (iii) any other customary prorations, and all the same shall be reflected on a closing statement (the "Closing Statement") to be prepared by the Title Company.

14.2 Purchaser and Seller agree that the Title Company shall be the “reporting person” relative to the transaction contemplated herein for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

14.3 Seller shall pay all costs of (i) obtaining and causing liens to be released, including related recording fees, (ii) any and all transfer taxes, realty transfer fees, deed stamps or other taxes due in connection with the conveyance of the Property, (iii) all commissions and fees due to any broker assisting Seller in this transaction; (iv) all assessments under any covenants and restrictions which are pending, levied or due against the Property, (v) all recording fees for recording the discharge of any liens and other encumbrances to title to the Property that are to be released or removed at Closing, (vi) any title search and examination fees charged by the Title Company, and (vii) the base premium payable with respect to the Title Policy in the amount of the Purchase Price.

14.4 Purchaser will pay (i) the cost of an ALTA survey, if applicable, and (ii) the costs of any endorsement to the Title Policy and (c) the cost of recording the Deed.

15. Events of Closing. At Closing, (i) Seller shall execute and deliver the Deed, conveying to Purchaser or its designee title to the Property, subject only to the Permitted Exceptions; (ii) Seller shall execute and deliver a title affidavit in customary form, stating that, without limitation, there are no liens, judgments, claims or bankruptcies affecting the Property; (iii) Seller and Purchaser shall each execute such other instruments as the Title Company shall reasonably require to satisfy any conditions to issuance of the Title Policy pursuant to the Title Commitment (including, without limitation copies of such organizational documents and authorizing resolutions to evidence the authority of the person or persons executing and delivering the Deed and the other closing documents); (iv) Purchaser shall deliver into escrow with the Title Company the balance of the Purchase Price, subject to the adjustments and offsets herein provided, by cash or wire transfer; (v) the Title Company shall pay the adjusted and offset Purchase Price to Seller; (vi) Seller and Purchaser shall also execute and deliver such additional documents as may be necessary at Closing or thereafter to conclude the sale of the Property as contemplated by this Agreement, (vii) Seller shall sign and deliver a certification that Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended) and containing such other certifications as the Title Company may require in connection therewith, (viii) Seller shall deliver sole possession of the Property to Purchaser, free of all rights of tenants, occupants and/or other persons claiming a right to all or any portion of the Property and in a broom clean condition, with all of Seller’s equipment, materials and other personal property removed, and (ix) Purchaser and Seller shall execute and deliver a Closing Statement.

16. Real Estate Brokers and Commission. Seller warrants that it has not contracted with any party to broker its sale of the Property and no party has any right to commission on the sale and purchase of the Property as a result of the acts of omissions of Seller. Purchaser warrants that it has not contracted with any party to broker its purchase of the Property and that no party has any right to commission on the sale and purchase of the Property as a result of the acts of omissions of Purchaser.

17. Default.

17.1 If Purchaser defaults under this Agreement and does not cure any such default within ten (10) days after notice from Seller to Purchaser that such default exists, Seller's sole and exclusive remedy shall be to cancel this Agreement by giving Purchaser and the Title Company written notice thereof in which event Seller shall be entitled to be paid by the Title Company the Purchase Price as Seller's sole and liquidated damages, and Seller hereby waives all other legal and equitable remedies for breach of this Agreement, including, without limitation, specific performance.

17.2 If Seller defaults under this Agreement, and does not cure any such default within ten (10) days after notice from Purchaser to Seller that such default exists, or if any of the Seller's representations or warranties are discovered to be untrue in any material respect prior to or on the Closing Date, then Purchaser shall have the right to (i) cancel this Agreement by giving Seller and the Title Company written notice thereof in which event Purchaser shall be entitled to obtain an immediate return from the Title Company of the Purchase Price, and Seller shall reimburse Purchaser for all of Purchaser's losses, damages and expenses incurred in connection with this Agreement and the Property including without limitation financing costs, attorneys' fees, due diligence costs and design fees; (ii) enforce the specific performance of this Agreement and recover actual damages for Seller's breach; or (iii) exercise any other right or remedy available under applicable law as a result of such default.

17.3 In the event either party elects to assert its rights with respect to the refund or forfeiture of the Purchase Price held in escrow as provided in this Agreement during the period of time when the Title Company is holding the Purchase Price, the following distribution rules shall apply and the parties shall follow the procedure set forth in this Section.

In any case where Purchaser elects to exercise its rights to terminate this Agreement, including, without limitation, under **Section 5.2**, **Section 6.3** or **Section 8**, the Purchase Price shall be refunded to Purchaser. In any case where Seller elects to exercise its rights to terminate this Agreement under **Section 17.1**, the Purchase Price shall be disbursed to Seller.

A party claiming the right to receive all or any portion of the Purchase Price shall deliver an affidavit to the Title Company stating that it is entitled to the receipt of such funds and stating the reasons therefor. Upon the receipt of such affidavit, the Title Company shall deliver to the other party a copy of such affidavit together with a notice stating that if no objection to the disposition as set forth in the affidavit is received from the other party within ten (10) calendar days after the date such notice is sent by the Title Company, the Title Company will deliver the Purchase Price and in accordance with the terms of such affidavit. If such other party does not object to the disposition by the Title Company within the ten (10) calendar day period as provided above, then the Title Company is hereby authorized and directed by the parties to this Agreement to deliver the funds in accordance with the terms of such affidavit. If such other party delivers to the Title Company an objection to the disposition as contemplated in such affidavit within such ten (10) day period, then the Title Company may interplead the Purchase Price into a court of competent jurisdiction for a resolution of any disputes involving such funds.

18. Notices. All notices must be in writing and shall be deemed given (i) when received if sent by certified U.S. Mail, return receipt requested, postage pre-paid addressed to the party being notified at the as follows; (ii) when received if sent by a reliable courier service to the party being notified at the following

addresses; or (iii) when transmitted if sent by electronic mail transmission directed to the party being notified at the following electronic mail address if also sent by one of the other means.

All notices to Seller shall be directed to:

City of Jackson
161 W. Michigan Avenue
Jackson, Michigan 49201
Attn: Jonathan Greene,
City Manager
Email: jgreene@cityofjackson.org

With a copy to: Matthew M. Hagerty, City Attorney
161 W. Michigan Avenue, 12th Floor
Jackson, Michigan 49201
Email: mhagerty@cityofjackson.org

All notices to Purchaser shall be directed to:

Collier Gibson, LLC
315 E. 6th St
Dayton, OH 45402
Email: Scott@CollierGibson.com
Email: Michael@CollierGibson.com

or to such other persons or addresses as either party shall hereafter designate by notice given from time to time in accordance with this Section.

19. Condemnation; Risk of Loss. If, after this Agreement is executed and prior to the Closing Date, any or all of the Property is (a) destroyed or suffers damage, or (b) taken by exercise of the power of eminent domain or any proceedings are instituted, or threatened to be instituted, to effect such a taking or any offer of settlement is made in lieu of a taking, Seller shall promptly notify Purchaser thereof (with a copy of all relevant correspondence and other materials relating thereto) and Purchaser shall have the option (exercisable by notice to Seller within thirty (30) days after the receipt of such notice) to either (i) cancel this Agreement; or (ii) reduce the Purchase Price by the fair market value of the portion(s) of the Property adversely affected thereby and continue with the transaction set forth in this Agreement in accordance with the terms, conditions and provisions of this Agreement. If this Agreement is canceled, the Purchase Price shall be returned to Purchaser.

20. Miscellaneous.

20.1 Assignment. Purchaser may at any time freely assign this Agreement and assign and delegate any of its rights and obligations hereunder without the consent of Seller. Seller may not assign its rights or delegate its obligations hereunder without the prior written consent of Purchaser.

20.2 Construction; Severability; Entire Agreement; Binding Effect; Governing Law. The section headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. If any provision or portion of any provision of this Agreement shall be

unlawful, then such provision or portion of any provision shall be null and void, but the remainder of the Agreement shall remain in full force and effect and binding on Seller and Purchaser. This Agreement constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties, nor may any of its terms be waived except by an instrument in writing signed by the party waiving its right. This Agreement shall be binding upon, and shall benefit, the parties and their heirs, personal representatives, successors and assigns. This Agreement and all related documents shall be governed by the laws of Michigan.

20.3 Time of Essence. Time shall be of the essence in this Agreement.

20.4 Attorneys' Fees and Costs. In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement or the Title Company commences an interpleader action as described in **Section 17.3**, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party. Such obligation shall survive the Closing, delivery of the Deed and any termination of this Agreement.

20.5 Business Days. If the last day for submitting the Purchase Price, for conducting due diligence, for Closing or for providing notice to either party is a Saturday, Sunday or legal holiday, then such last day shall be extended to the next succeeding Business Day thereafter. "Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Michigan or the State of Delaware.

20.6 Execution in Counterparts. This Agreement may be executed in two or more identical counterparts which taken together shall constitute one and the same instrument. The transmission by facsimile or email of signed counterpart of this Agreement shall have the same binding effect as the hand delivery of an originally signed counterpart hereof.

20.7 Exhibits. All of the exhibits attached to this Agreement are incorporated herein, and made a part of this Agreement. Any blanks contained in any exhibits hereto shall be completed at Closing in accordance with the terms of this Agreement, and any exhibits referenced in the exhibits attached hereto shall be attached at Closing.

20.8 Survival. All representations, warranties, covenants, agreements or obligations of the parties hereto shall, notwithstanding any investigation made by any party hereto, survive Closing.

20.9 City Council Approval. This Agreement and all rights and obligations herein is expressly conditioned upon the prior approval of this Agreement by the Jackson City Council, which Agreement shall be presented for consideration on February 25, 2025. The City's signature to this Agreement confirms such approval has been obtained.

[SIGNATURES APPEAR ON THE NEXT PAGE]

**SIGNATURE PAGE FOR
PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the day and year first above written.

SELLER:

CITY OF JACKSON

By: _____

Name: Jonathan Greene

Title: City Manager

Date of Execution: February ___, 2025

PURCHASER:

COLLIER GIBSON, LLC

a Delaware limited liability company

By: _____

Winfield Gibson, Manager

Date: February 25, 2025

Schedule of Exhibits

- A Legal Description
- B Form of Deed
- C Seller Deliveries

EXHIBIT A TO PURCHASE AGREEMENT

LEGAL DESCRIPTION

228 W. MICHIGAN AVENUE

LOTS 7, 8, 9 EX E 22.5 FT OF LOTS 7 & 9, ALSO ALL OF VACATED ALLEY ADJOINING LOTS 8
& 9 TO THE WEST B1N R1W OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

Parcel Number: 1-008100000

EXHIBIT B TO PURCHASE AGREEMENT

FORM OF DEED

WARRANTY DEED

This SPECIAL WARRANTY DEED (this “Deed”), dated as of February ____ 2025, is granted by _____ (“Grantor”), whose address is _____ to and for the benefit of _____, a _____ (“Grantee”), whose address is: _____.

WITNESSETH:

Grantor, for and in consideration of the sum of _____ Dollars (\$ _____) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANTS, BARGAINS, SELLS AND CONVEYS with special warranty unto Grantee, the real estate (the “Property”) situated in the City of Jackson, Jackson County, Michigan, and described as follows:

See **Exhibit A** attached hereto and incorporated herein by this reference.

SUBJECT, HOWEVER to the exceptions listed on **Exhibit B** attached hereto and incorporated herein by this reference,

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever.

Grantor hereby covenants that it and its successors and assigns shall and will WARRANT SPECIALLY AND FOREVER DEFEND the Property hereby conveyed, the quiet possession and title to the Property unto Grantee and Grantee’s successors and assigns forever, against the lawful claims of all persons whomsoever, excepting, however, the matters set forth on **Exhibit B**, if any, general taxes and assessments for the calendar year 202__ and thereafter, and special taxes and assessments becoming a lien after the date of this Deed.

[Insert signature block for Seller]

[Insert requisite witnesses, seal and acknowledgement]

[Attach Exhibit B with list of Permitted Exceptions]

EXHIBIT C TO PURCHASE AGREEMENT

SELLER DELIVERIES

To the extent in Seller's possession and related to the Property, the following:

- a. title insurance policies, underlying title exception documents, including the most recent commitment or commitments for title insurance covering the Property and, without limitation, any easements, covenants conditions and restrictions;
- b. all surveys, site plans, plans and specifications for any contemplated improvements, plats, topographical studies and other drawings, together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such preparer relating to the Property to Purchaser;
- c. all engineering, environmental, geotechnical reports and similar studies, audits or reports, together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such preparer relating to the Property to Purchaser; Seller agreeing to furnish Purchaser and any environmental consultant with such information concerning the storage, use or disposal of Hazardous Substances at or near the Property as Purchaser or such consultant may request, the history of the Property or such other matters as may be requested;
- d. maintenance, management, repair and service contracts, leases (including any other agreement granting any third person the right to use, occupy, or otherwise enter onto the Property or any portion thereof), options, operating agreements and any other material agreements relating to the Property or the conduct of business thereon;
- e. correspondence, documents, instruments or other information related to environmental conditions at or pertaining to the Property, including, without limitation, all correspondence, notices and documents to or from the U.S. Environmental Protection Agency and its equivalent in Michigan during Seller's period of ownership relating to the presence or release of any regulated substances;
- f. records or information relating to any claims, actions, suits or other proceedings relating to all or any portion of the Property;
- g. the most recent tax bill(s) with respect to the Property,
- h. any information on adjoining real estate to the Property;
- i. all traffic studies, curb cut approvals, government exactions or other documents restricting or regulating access or other relevant transportation issues;
- j. all zoning regulations and use permits and authorizations, including, without limitation, any variances, special use permits or other matters relating to any and all land use restrictions imposed upon or in respect to the Property, whether pending or issued by the state, county or the city;

k. copies of any development agreements or other agreements with governmental authorities which affect the development of the Property and any incentives with respect thereto;

l. any notifications received by Seller from any third party asserting that the Property, any portion thereof or any proposed development thereof, does not comply with any law, rule, regulation, order, code, permit or other legal requirement; and

m. such other information as may be reasonably requested by Purchaser.

EXHIBIT D TO PURCHASE AGREEMENT

ALTA SURVEY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and 228 Michigan Ave, LLC, LLC a Michigan limited liability company and its assigns ("Developer"), whose principal address is 315 E 6th Street, Dayton, OH 45402.

WITNESSETH:

WHEREAS, Developer is a real estate development and investment firm that has acquired certain purchase rights for purposes of the acquisition, remodeling, and redevelopment of the property known as the "Hotel Hayes", a 10-story 113,366 square foot building located at 222 W. Michigan Avenue, Jackson, MI, 49201 which is more particularly described as:

See Exhibit A, attached hereto

("the Property");

WHEREAS, the City has received an offer from the Developer as approved by the Jackson City Council to acquire and re-develop the Property, which offer is subject to the Developer's completion of certain due diligence benchmarks as set forth in the February __, 2025 purchase agreement between the Developer and the City;

WHEREAS, the Developer has acquired the development and purchase rights for the Property to create a proposed mixed-use residential housing and commercial development with first floor commercial space for retail and/or restaurant tenant(s); second floor co-working and fitness space; and floors 3-10 of multi-family market rate residential units;

WHEREAS, the City desires that, if the Developer obtains title, it constructs the Hotel Hayes Project (“Development”) in conformance with the current City of Jackson Code of Ordinances;

WHEREAS, the City desires that if the Developer obtains title, it comply with certain development and investment obligations as set forth herein and do so in conformance with the City of Jackson Code of Ordinances, Resolutions and/or Regulations;

WHEREAS, part of the consideration to the City for this Development Agreement is Developer's promise to develop the Property to create new multi-family housing options and commercial space in the downtown Michigan Avenue corridor if it obtains title; and

WHEREAS, the parties desire to ensure that the Development will take place, and set forth the terms of the Development.

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

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. DEVELOPMENT CRITERIA.
 - A. CODE COMPLIANCE. If and when Developer obtains title, it will construct and operate a mixed-use commercial and residential Development known as “Hotel Hayes” in compliance with all applicable state statutes, local ordinances, building codes that can be adhered to given its historic nature, zoning, and other restrictions of record.
 - B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Community Development Department no less than thirty (30) days prior to the commencement of construction activities.
 - C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will redevelop the existing building on the Property to provide for the mixed-use

commercial and residential housing development known as the Hotel Hayes. Developer must construct and preserve, unless otherwise agreed by the City, a minimum of ninety one (91) market rate residential units, in addition to the first floor commercial/retail and second floor co-working and fitness space.

D. SPECIFIC DEVELOPMENT CRITERIA.

- i. “Commencement of the Development” means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Property has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Property.
- ii. Developer must comply with the following if and when Developer obtains title to the Property:
 - a). Developer must be registered under the City of Jackson Non-Owner Occupied Residential Property Registry within ninety (90) days from the date of the Completion of the Development, unless and until such registration requirement is removed from the City of Jackson ordinances or is declared unenforceable in part or in whole by any court, or any administrative or governmental body;
 - c). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;
 - d). Developer agrees that the construction of the Development and the units located thereon shall result in an investment of approximately \$30 million dollars in construction contract and hard cost

contingency costs, subject to changes required by local, state, or federal authorities;

- iii. Commencement of the Development, subject to the City's approval which is not to be unreasonably withheld, must occur within one hundred eighty days (180) days from the date this Development Agreement is mutually executed which assumes the existing TowerPinkster approved building drawings can be quickly modified and utilized, otherwise if a new architectural firm is engaged to redraw the building then the Commencement of the Development must occur within three hundred (300) days from the date of this Agreement; and
- iv. Substantial Completion of the Development must occur no later than thirty (30) months from the date of the Commencement of the Development.

E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

- 3. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues such cure thereafter. Upon the occurrence of an uncured default or an extended cure period that the City no longer wishes to extend due to a lack of diligent pursuit by the Developer as defined above, this Agreement shall become null and void.
- 4. CHANGE OF OWNERSHIP INTEREST. During the term of this Agreement and except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor

any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Property or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.

5. **BINDING EFFECT.** This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
6. **NON-DISCRIMINATION REQUIREMENT.** The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
7. **MODIFICATION AND ASSIGNMENT.** The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
8. **NOTICE.** Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

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

With a copy to: City Attorney's Office
 161 West Michigan Avenue

Jackson, Michigan 49201
Attn: City Attorney

If to Developer, to: Collier Gibson, LLC
315 E 6th Street
Dayton, OH 45402
Attn: Winfield Gibson

Email: Scott@CollierGibson.com

9. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively “the City”) from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer’s negligence, City’s negligence, Developer’s and City’s combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City’s sole negligence.
10. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of February, 2025.

THE CITY OF JACKSON

By _____
Daniel Mahoney, Mayor

By _____
Andrea Muray, City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this _____ day of February, 2025,
by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a
Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
Jackson County, Michigan
My commission expires _____

DEVELOPER

Collier Gibson, LLC

By: Winfield Gibson
Its: Manager

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this ____ day of February, 2025,
by _____, _____ of Collier Gibson LLC, a Delaware limited
liability company, on behalf of the company.

_____, Notary Public
County, _____
My commission expires:

Exhibit A

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

222 W. MICHIGAN AVENUE

LOTS 7, 8, 9 EX E 22.5 FT OF LOTS 7 & 9, ALSO ALL OF VACATED ALLEY ADJOINING
LOTS 8 & 9 TO THE WEST B1N R1W OF THE ORIGINAL PLAT OF THE VILLAGE OF
JACKSONBURG

Parcel Number: 1-008100000

THE HAYES

THE HAYES HOTEL

THE HAYES HOTEL WAS BUILT TO SOLVE A CRITICAL SHORT TERM HOUSING NEED IN THE MID 1920s. LOCAL BUSINESS OWNERS CAME TOGETHER TO SOLVE THE MATTER. IT WAS ORIGINALLY A 200-UNIT HOTEL W/ SUPPORTIVE SPACES SUCH DINING HALLS, MEETING SPACES AND A BALLROOM. FIRST FLOOR CONTAINED VARIOUS RETAIL SPACES ON BOTH MICHIGAN AVENUE AND HAYES COURT.

CURRENT BUILDING DETAILS

BUILT	1926
SIZE	~134,000 SQFT
STORIES	10
CONDITION	VACANT / FUNCTIONALLY OBSOLETE
ACQUISITION DATE	FEBRUARY 2025
PROPOSED START DATE	SUMMER 2025



THE PROJECT REQUIREMENTS

COLLIER GIBSON LLC WAS TASKED WITH CREATING A MODEL WHEREIN THE HISTORIC HAYES BUILDING WOULD BE A MIXED-USE PROJECT WITH MARKET RATE APARTMENTS AND FIRST AND SECOND FLOOR COMMERCIAL SPACES. ADDITIONALLY, THE PROJECT MUST TO BE ABLE TO STAY UNDER \$35,000,000 AND START CONSTRUCTION IN 2025, WITH A TARGET COMPLETION DATE IN THE YEAR 2027.



MARKET RATE APARTMENTS

100 -109 apartments proposed. Studios, 1 bed and 2 bed units. Furnished units are also being contemplated.

RETAIL, ESPORTS, FOOD AND BEVERAGE

7K SQFT Local Retail, Regional esports and restaurant group.



COMMERCIAL SPACES

8-10K SQFT National Co Working Space proposed.

LIFESTYLE SPACES

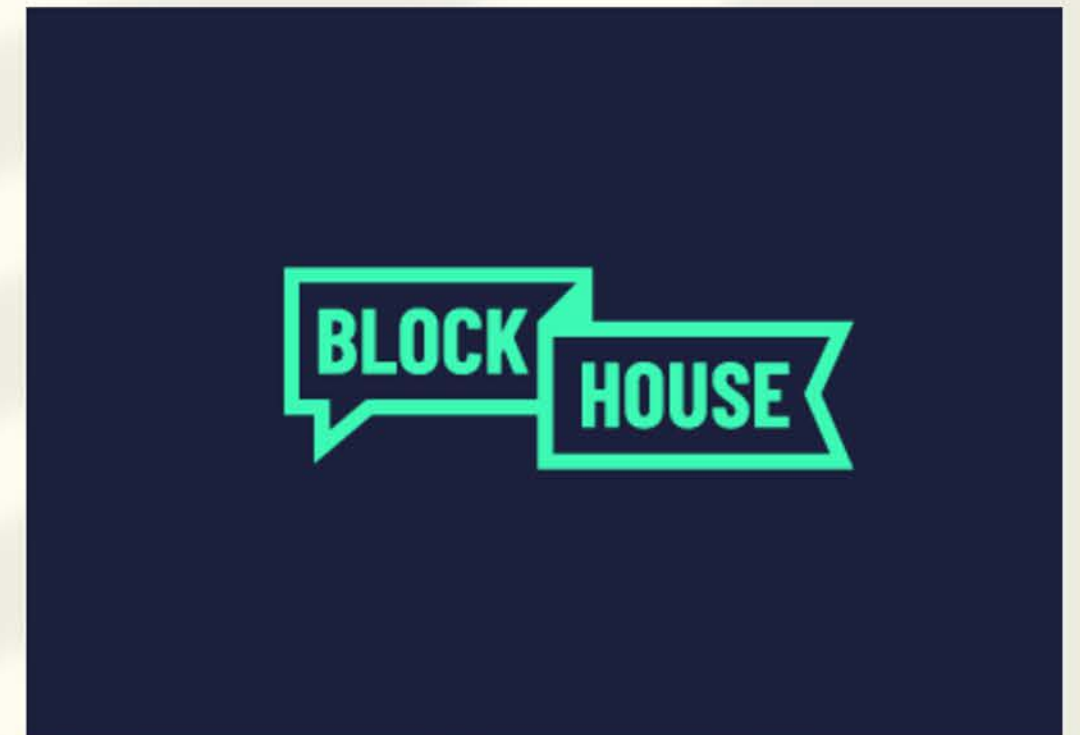
3,500 SQFT Modern Gym w/ access to the public and building tenants. Tenant bicycle storage w/charging.





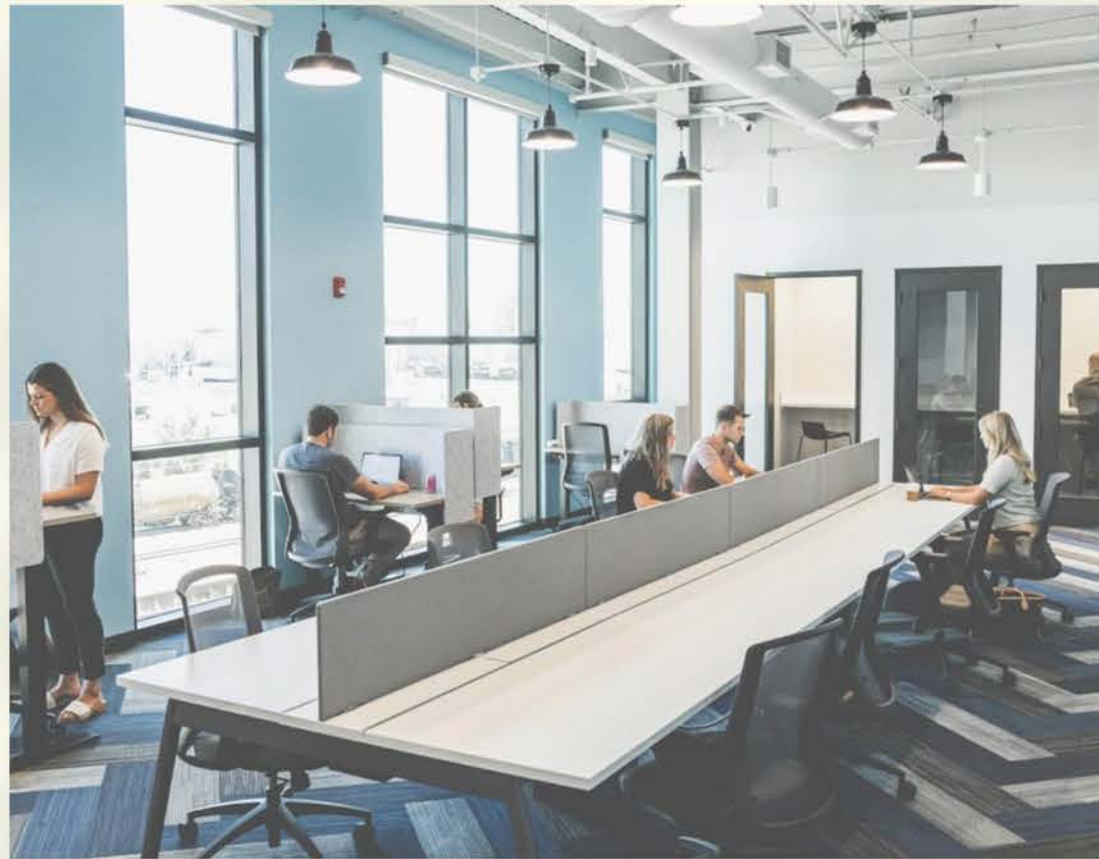
RESIDENTIAL APARTMENTS

COLLIER GIBSON PROPOSES A 102-109 UNIT MARKET RATE PLAN THAT WILL INCORPORATE UNITS BEING LOCATED ON FLOORS 3 TO 10. COLLIER GIBSON IS FURTHER PROPOSING THAT 3 UNITS BE SHORT-TERM RENTAL UNITS ON THE FIRST FLOOR, LOCATED IN THE 3 BAYES ON THE SOUTHWEST PORTION OF THE BUILDING. THE BUILDING WILL RETAIN ITS CURRENT HISTORICAL NATURE AND CIRCULATION OF THE FLOORS IN ORDER TO QUALIFY FOR FEDERAL HISTORIC TAX CREDITS.



PROPOSED TENANT	BLOCK HOUSE
OPENING TARGET	2026

BLOCK HOUSE IS A LOCAL, FAMILY CENTRIC ENTERTAINMENT AND ELEVATED RESTAURANT THAT WILL BRING ESPORTS GAMING AND GREAT FOOD TO THE JACKSON MARKET.



PROPOSED TENANT	REGUS HQ
OPENING TARGET	2026

REGUS IS A NATIONALLY RECOGNIZED
CO WORKING MANAGEMENT FIRM W/
OVER 4,000 LOCATIONS WORLDWIDE.



PROPOSED TENANT	REGUS HQ
OPENING TARGET	2026

SNAP FITNESS IS A FITNESS LEADER AND HAS A PRODUCT THAT IS UNIQUELY PREDISPOSED TO MARKETS LIKE JACKSON AND BUILDINGS LIKE THE HAYES.



OUR TEAM

*MICHAEL COLLIER
WINFIELD "SCOTT" GIBSON*

Collier Gibson, LLC is a private commercial real estate partnership focused on developing multifamily residential and commercial properties. Since 2003, our team has been involved in over \$2 Billion worth of transactions in a variety of capacities, including over \$300 Million in creative and complicated adaptive reuse, Federal HTC, State HTC, energy efficiency programs, mixed use renovations and ground up construction. Asset classes that the team has been the lead developer on include; hotels, apartments, large industrial, office, retail and storage. Our combined experience gives us a unique perspective on how to identify, structure, and develop first class real estate projects therein maximizing the impact for the stakeholders in the communities we work within.

*"We do the hard things not because they are easy,
we do them because they are necessary."
Anonymous*



February 24, 2025

Jonathan Greene
City Manager
City of Jackson, Michigan

VIA EMAIL

Dear Jonathan—

Thanks to you and your key staff for taking the time to meet with Brian Loftin and me this past Friday at your office. I'm glad that we could get everyone in the room to get clear on what appears to have been a colossal misunderstanding regarding our vision for the Hotel Hayes redevelopment. That was a very productive meeting and we are now aligned.

I am following up to reiterate that our original vision for the conversion of the Hotel Hayes into a market-rate housing development remains our intention for this property. Late last year, we proposed a potential pivot to an affordable housing development as a possible alternative to leverage additional, and at the time, necessary, sources of financing through the Michigan State Housing Development Authority. Until last Thursday, I was under the (mistaken) impression that the city was supportive of this change in plan and was open to us pursuing affordable housing financing for the Hotel Hayes as part of a viable capital stack for the redevelopment.

I now understand that the City's position is crystal clear that the Hotel Hayes must be a market-rate development. We can, we will, and we prefer to execute on this plan. As I shared in our meeting on Friday, J. Jeffers & Co. is a market-rate developer that utilizes historic tax credits. We are a historic rehab company. We have limited experience with affordable housing. We are aligned in the commitment to seeing the Hotel Hayes converted to a market-rate development – as has been our plan for the last couple of years.

To that end, we are finally in a position where we have construction costs that work for the project. We also have the necessary capital commitments to move forward with a construction loan closing and groundbreaking event. Last fall, we still had a sizeable financing gap with the Hotel Hayes project and saw affordable housing financing as the means to close that gap, but as I shared on Friday, we now have an actionable path to financial feasibility without such financing. The key reason for our financial feasibility is the most recent construction pricing that we received from our new construction partner. With this new pricing, we have a viable market-rate project.

Everything is in place for us to move ahead immediately. We have pre-leased the retail and commercial spaces in the building. We have identified a talented local operating partner. We now have a new construction partner, and we can assemble a final construction contract. And we are able to align our capital partners around a closing date in the next 120 days. As mentioned last Friday, we have spent almost \$1.8 million in pre-development costs to get to this point in reliance on the city's commitment to

www.jjeffers.com

this impactful project. We have also battled three years of gigantic interest rate increases, rapid inflation, and construction cost escalation that would have caused many developers to walk away. We remain committed to making our and the city's vision for Hotel Hayes a reality.

We are now ready to move ahead and get started on construction. Our company's business model is taking the projects that no one else can figure out (or wants to figure out) and bringing them to life. I take great pride in our track record for successful redevelopments of projects like Hotel Hayes, such as the former *Milwaukee Athletic Club*, the former *Milwaukee Journal-Sentinel Complex*, the former *Horlick Malted Milk factory site*, and two redevelopments underway now: the former *Barber Colman factory site* in Rockford, IL and the former *Tower Life* building in San Antonio, TX. By the end of this year, we're on track to have redeveloped just over \$1 billion worth of reimagined properties.

We have capacity, resources, and great familiarity and understanding of the Hotel Hayes project.

I want to reiterate that I am comfortable acquiring this property as soon as it is practical for it to be sold. We will take on the costs of maintaining the asset for the short time until we can commence construction. As discussed last Friday, now that our construction costs are in the right place with the right construction partner, and now that we are all aligned on a market-rate development for the property, I would also like to commence a PR initiative to build up the buzz and excitement around a groundbreaking ceremony. And then keep up that positive momentum and energy until the project is completed.

Please let me know what the next steps are to move ahead. I am available to meet or discuss in more detail. Please feel free to contact me at (312) 622-3266 or joshua@jjeffers.com.

Thank you again.

Sincerely,

Joshua Jeffers
President/CEO
J. Jeffers & Co., LLC
(312) 622-3266
joshua@jjeffers.com